



AGENDA REPORT

Meeting Date: August 17, 2010
Item Number: F-5
To: Honorable Mayor & City Council
From: Fred Simonson, Maintenance Operations Manager *FRC*
Terry Wagner, Facilities Maintenance Manager
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ABLE BUILDING MAINTENANCE COMPANY FOR CUSTODIAL MAINTENANCE SERVICES; AND
APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$1,281,759.92 TO ABLE BUILDING MAINTENANCE COMPANY
Attachments: 1) Agreement

RECOMMENDATION

It is recommended that the City Council approve the "Agreement between the City of Beverly Hills and Able Building Maintenance Company for Custodial Maintenance Services" and approve a purchase order in the amount of \$1,281,759.92, which includes a contingency of \$50,000.

INTRODUCTION

In May of 2005, the City of Beverly Hills and Able Building Maintenance Company entered into an agreement to provide custodial maintenance services for City facilities. The agreement was for one year with four one year extensions. On June 30, 2010, the agreement with Able Building Maintenance Company expired. A month to month amendment to the agreement for up to three months was executed while the bid process was completed. Prior to that date, bid specifications for the custodial maintenance services contract were prepared, posted on the City's website, and advertised in four trade publications. Service levels on the contract were reviewed and based on recommendations by staff; certain services were reduced, which resulted in cost savings to the contract. The monthly cost for custodial services has been reduced in this contract from approximately \$115,500/month to \$102,600/month for an annual savings of more than \$150,000, equivalent to an 11% reduction.

DISCUSSION

On June 22, 2010, bids were received from five (5) custodial maintenance service contractors. The bids were as follows:

| | |
|---------------------------------------|----------------------|
| Able Building Maintenance Company | \$102,646.66 monthly |
| Merchants Building Maintenance | \$108,700.51 monthly |
| Harvard Maintenance Inc. | \$114,251.10 monthly |
| Servicon Systems Inc. | \$115,158.00 monthly |
| Peerless Building Maintenance Company | \$120,282.80 monthly |

Recognizing that cost is only one factor in the selection of a contractor for high quality custodial maintenance services, the bid specification was designed to consider other important factors as well. The following criteria were considered in evaluating which proposal would best meet the needs of the City:

| | |
|--|-----------|
| Proposed Bid Price | 45% value |
| Responsiveness to the Scope of Work | 15% value |
| Experience | 15% value |
| References from current clients | 15% value |
| Stability and Financial resources | 5% value |
| Quality and cost of supplies and materials | 5% value |

The final weighted results of the evaluation were as follows:

| | |
|---|-----------------------------|
| 1) Able Building Maintenance Company | 3.28 of 4.0 possible points |
| 2) Merchants Building Maintenance Company | 3.00 of 4.0 possible points |
| 3) Harvard Maintenance Inc. | 2.42 of 4.0 possible points |
| 4) Servicon Systems Inc. | 2.28 of 4.0 possible points |
| 5) Peerless Building Maintenance | 2.00 of 4.0 possible points |

Based on the bid evaluation results and Able Building Maintenance Company's proven long term ability to provide high level of service to the City, staff recommends awarding the contract for custodial maintenance services to Able Building Maintenance Company.

FISCAL IMPACT

Funding of the custodial maintenance service contract is provided for Fiscal Year 2010-11 from the Facilities Services accounts listed below:

| Budget Unit | Program/Account # | Description of Fund Source | Amount |
|-------------|-------------------|---|----------------|
| 08 | 05901-73040 | Facilities Maintenance – Maintenance & Repair Buildings | \$1,077,296.72 |
| 08 | 05902-73040 | Tenants Support- Maintenance & Repair Buildings | \$204,463.20 |


 Scott G. Miller
 Finance Approval


 David D. Gustavson
 Approved By

Attachment 1

Agreement

APPENDIX A

FORM OF CONTRACT

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and Able Building Maintenance Co. ("Contractor"), a California corporation, whose address is 2601 South Figueroa Street, Los Angeles, CA 90007.

In consideration of the agreements herein contained, the parties agree as follows:

1. WORK TO BE PERFORMED. Contractor shall furnish at Contractor's own expense all labor, materials, supplies, equipment, tools, transportation and other items of expense necessary to complete in a workmanlike manner all Work in accordance with the terms and conditions of the Contract, except for the labor, materials, supplies, equipment, tools, transportation and other items of expense as may be required to be furnished by the City. The Work is defined in detail in the Contract Documents, which govern the interpretation and performance of this Contract, but may be generally described as follows:

CUSTODIAL MAINTENANCE SERVICES

2. CONTRACT DOCUMENTS. This contract consists of this Form of Contract and the following Contract Documents, including all exhibits, appendices, addenda, drawings, specifications and documents therein and attachments thereto, all of which are by this reference incorporated herein and made a part of this Contract:

| | |
|-------------------|--|
| SECTION 1: | NOTICE INVITING BIDS |
| SECTION 2: | INSTRUCTIONS TO BIDDERS |
| SECTION 3: | SPECIAL CITY REQUIREMENTS |
| SECTION 4: | GENERAL SPECIFICATIONS SECTION |
| SECTION 5: | BIDDER'S BID |
| SECTION 6: | SIGNATURE PAGE AND LEGAL STATUS |
| SECTION 7: | ADDITIONAL FORMS |
| SECTION 8: | SCOPE OF SERVICES |
| SECTION 9: | BID FORM |

As contained in City's Bid Document for Bid No. 10-39, dated May 27, 2010 and of Contractor's Bid in response thereto, all of which are incorporated herein by reference, and all of which shall comprise the Contract Documents for this Contract. If any item of the Scope of Work, Payment Schedule, or any other item of the Bid Package is modified by either of the parties or arrived at by negotiation between the parties, that item as finally agreed upon by the parties shall also become a Contract Document, it shall supersede the

corresponding item of the Bid Package, if any, and it shall be subject to all terms and conditions of the Contract.

3. PERFORMANCE PERIOD. Contractor shall commence Work after execution of the Contract, as provided in the Notice to Proceed, and Contractor shall complete the services required by the Contract as set forth in the Contract Documents.

4. PAYMENT SCHEDULE.

(a) City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of One Hundred Two Thousand Six Hundred Forty-Six Dollars and Sixty-Six Cents (\$102,646.66) per month, subject to the escalation provisions for any renewals as set forth in the Contract Documents. Contractor shall submit an itemized statement to City for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered including the cost per item.

(b) City shall pay Contractor the amount of such billing within thirty days of receipt of same.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

DATED: _____

CITY OF BEVERLY HILLS

JIMMY DELSHAD
Mayor

ATTEST:

BYRON POPE
City Clerk

[Signatures continue]

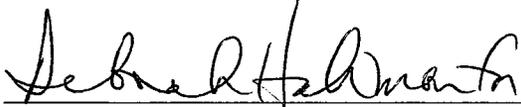
DATED: August 10, 2010

"Contractor"
ABLE BUILDING MAINTENANCE CO.

By: 
RICH MULKERRINS
President

By: 
SCOTT SHEPHERD
Chief Financial Officer

APPROVED TO FORM:



LAURENCE WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

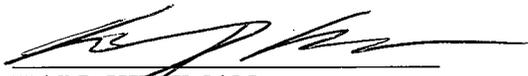
FUNDS AVAILABLE:



SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer



DAVID D. GUSTAVSON
Director of Public Works and
Transportation



KARL KIRKMAN
Risk Manager

BID PACKAGE

CITY OF BEVERLY HILLS

**455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA 90210**

LEGAL NOTICE - BIDS WANTED

CUSTODIAL MAINTENANCE SERVICES

The City of Beverly Hills ("City") hereby requests sealed bids for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this Bid Package, including:

- SECTION 1: NOTICE INVITING BIDS**
- SECTION 2: INSTRUCTIONS TO BIDDERS**
- SECTION 3: SPECIAL CITY REQUIREMENTS**
- SECTION 4: GENERAL AND DETAIL SPECIFICATIONS**
- SECTION 5: BIDDER'S BID**
- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS**
- SECTION 7: ADDITIONAL FORMS**
- SECTION 8: SCOPE OF SERVICES**
- SECTION 9: BID FORM**

SECTION 1: NOTICE INVITING BIDS

1. **Notice Inviting Bids**
 - a. **Date of Request:** 5/27, 2010
 - b. **Bid Number:** 10-39
 - c. **Item Description:** Custodial Maintenance Services
 - d. **Obtaining Bid Documents:** A copy of Bid Package may be obtained by mail or in person from Public Works Department, 345 Foothill Rd, Beverly Hills, CA 90210, telephone number (310)285-2487.
 - e. **Bid Opening:** 6/22, 2010, 2:00 p.m.
 - f. **Due Date and Location for Submittals:** Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the Office of the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, CA 90210. Bids will be opened at the Bid Opening time stated, in the Office of the City Clerk, or as otherwise posted. Bids which arrive after the specified Bid Opening time, including mailed bids delivered after the specified Bid Opening time, will not be accepted, regardless of the time postmarked or otherwise indicated on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted:**BID PACKAGE 10-39: CUSTODIAL MAINTENANCE SERVICES**
 - g. **Liquidated Damages:** There shall be a Five Hundred Dollar (\$500.00) assessment for each and every calendar day work remains undone after date fixed for completion.

h. **Prevailing Wages:** In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

i. **Prebid Conference Date and Location:** A **Mandatory** Prebid Conference shall be conducted at 8:30 a.m. on June 8, 2010. Participants shall meet at the Public Works Water Treatment Facility Office at 345. Foothill Road, Beverly Hills. Bids submitted by Bidders who do not attend the mandatory Prebid Conference will be considered non-responsive and excluded from further consideration.

j. **Insurance:** Upon award of contract, contractor will be obligated to file certificates of insurance evidencing coverage as specified in the bid documents and in a form acceptable to the City. The certificates shall be on the City's standard proof of insurance form.

k. **Contact Person:** A bidder or potential bidder who has a procedural question may call Terry Wagner at telephone number (310) 285-2487. A substantive question must be submitted in writing, and a copy of that question plus a written response to it will be FAXed or mailed to all parties who have obtained a bid package.

THE CITY OF BEVERLY HILLS RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

SECTION 2: INSTRUCTIONS TO BIDDERS

2. Instructions to Bidders

a. **General Bid Requirements.** To be considered, a bidder must follow the format for bids presented in this document. Bids must be binding and firm. Any bid may be withdrawn before Bid Opening but no proposal may be withdrawn after Bid Opening.

b. **Bidder Must Make Thorough Investigation.** It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint itself with any plans and/or specifications and the nature of the work to be done. Bidders shall have no claim against the City based upon ignorance of the nature or requirements of the project, misapprehension of site conditions or misunderstanding of the specifications or other Contract provisions. Once the award has been made, failure to have read all of the conditions, instructions and Contract Documents shall not be cause to alter any term of the Contract or provide valid grounds for the Contractor to seek additional compensation.

c. **Acceptance of Conditions.** By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

(1) All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the City;

(2) Either before or after Bid Opening, the City may require whatever evidence it deems necessary relative to the bidder's financial stability and ability to complete this project;

(3) The City reserves the right to request further information from a bidder, either in writing or orally, to establish any stated qualifications.

(4) The City reserves the right, in its sole discretion, to judge a bidder's representations and to determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. A bidder, by submitting a bid, 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.

(5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, cancel or delay the bid opening at any time.

(6) This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

d. **Truth and Accuracy of Representation.** False, incomplete or unresponsive statements in connection with a bid may be sufficient cause for rejection of a bid or a bidder.

e. **Withdrawal of Proposals.** A bidder may withdraw a proposal at any time prior to bid opening; no bid may be withdrawn after bid opening.

f. **City Changes to the Bid Documents.** The City reserves the right to change any part of the Bid Package any time prior to the bid opening. Any changes shall be in the form of addenda which shall become a part of the bid documents and the Contract. Addenda shall be made available to each bidder. A bidder's failure to address the requirements of any addendum may result in that bid being rejected as non-responsive. If the City determines that a time extension is required for the submission of the bid, an addendum will give the new bid opening date.

g. **Notice Regarding Disclosure of Contents of Bids.** All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids submitted to the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth

above, and any blanket statement (i.e, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is nonetheless required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for disclosure of any such records or part thereof.

h. **Warranties, Guarantees and Manufacturer's Specifications.** If applicable, bidder shall state the nature and period of any warranty or guarantee. If applicable, manufacturer's specifications shall be submitted with the bid and shall be considered a part of the Contract for the bidder who is awarded the Contract and where the specifications meet the minimum requirements of the Contract.

i. **Award of Proposal and Determination of Responsiveness.** The City shall determine the proposal that best meets the needs of the City and to whom the Contract shall be awarded. In making this determination, the City shall consider the following evaluation criteria:

- 1) The total net proposal price for the complete Scope of Work described in these specifications. (45%)
- 2) Responsiveness to the complete Scope of Work, including all required submittals. (15%)
- 3) The experience of the Proposer in similar work including the type, sizes and scope of that work. (15%)
- 4) Quality of references from current or former clients where the Proposer performs work of a similar type, size and scope. (15%)
- 5) The sufficiency of the Proposer's financial resources and business stability and the effect thereof or the Proposer's ability to perform the scope of work. (5%)
- 6) Quality and cost of supplies and materials as described in the specifications. (5%)

The City reserves the right to be the sole and exclusive judge of quality, compliance with proposal requirements, and all other matters pertaining to this Request for Proposals.

The City reserves the right to accept or reject any and all proposals, and to award a Contract whole or in part, and to award to multiple contractors, if deemed in the best interests of the City.

Proposals, which are incomplete, fail to fully address the Scope of Work, or fail to provide all required submittals shall be considered non-responsive and will be excluded from further consideration.

j. **Prompt Payment Discounts.** Prompt payment discounts shall be considered in evaluating bids, except that payment periods shorter than thirty (30) days will not be considered. Where discounts are offered, the period for calculation of the discount shall begin with the invoice date or its date of delivery to the City, whichever is later.

k. **Bids Other than "Lump Sum" Bids.** Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in its best interests.

l. **Prices in Bid.** Prices quoted in the bid must be firm for a period of not less than ninety (90) days after the Bid Opening.

m. **Assignment and Subcontracting.** The Contractor shall not assign the Contract in whole or in part without express prior written consent of the City. Any such consent given by the City shall neither relieve the Contractor from its obligations nor change any term of the Contract.

n. **Errors and Omissions.** Bidders shall not be allowed to take advantage of any errors or omissions in these Bid Documents. Full instructions will be given if any error or omission is discovered and timely called to the attention of the City.

o. **Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees.** Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

p. **Taxes.** The price bid shall include all federal, state, local and other taxes.

SECTION 3: SPECIAL CITY REQUIREMENTS

3. **Special City Requirements.** All forms (and their instructions) which a bidder must complete to establish compliance with City requirements should be considered an integral part of the Specifications, and failure to complete any of them shall be grounds, in the sole discretion of the City, for rejection of that bid or that bidder.

a. **Fair Employment Practices/Equal Opportunity Acts.**

In the performance of any services described in this Bid Package, Contractor and every supplier of materials and services shall comply with all applicable provisions to the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. ss200e-217), whichever is more restrictive.

b. **Affidavit of Non-Collusion by Contractor.** The City requires that each bidder complete, execute and submit to the City with its bid the Affidavit of Non-Collusion included in the Bid Package.

SECTION 4: GENERAL SPECIFICATIONS

4. General Specifications

a. **Sample Contract.** A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached hereto as Appendix A and by this reference incorporated herein and made a part of these General Specifications.

b. **Scope of Work.** The Scope of Work shall be as described in and in accordance with the specifications set forth in Attachment A hereto, and by this reference, incorporated herein.

c. **Bid Proposal Quantities.** The quantities contained in the Bid Package are approximate only, and are for the sole purpose of comparing bids. The City may order more or less Work or material, as necessary, in the City's sole discretion. Payment will be made for the amount of Work or material actually provided, as determined by the City and accepted at the unit or lump sum prices noted in the bid, where applicable, and those prices shall govern.

d. **Subcontracts.** The bidder shall provide for each subcontractor listed a brief description of the Work and the dollar value of the Work to be subcontracted. After bids have been received, the written consent of the City is required to make any change in subcontractors.

e. **Compliance with Labor Laws.** Contractor shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of the City of Beverly Hills and is available for inspection and reference during regular business hours. Contractor shall submit with bid, on a form provided in Section 7, a statement acknowledging obligation to comply with California Labor Law requirements. Eight hours labor constitutes a legal day's work.

f. **Liability Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and **employers liability** insurance with a limit not less than \$1,000,000 per accident.

(4) Evidence of Coverage:

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+.VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

j. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, including its officers, agents, servants and employees, from any and all costs, claims, liabilities, damages, or expenses, including, without limitation, costs of suit and reasonable attorney fees, arising out of the operations, acts or omissions of the Contractor, its agents, servants, subcontractors or employees.

k. **Materials and Workmanship.** The City shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of the City. Any materials rejected shall be removed from City premises at the Contractor's sole expense.

All Work must be approved by the City. For unsatisfactory Work not corrected, the City may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, have the Work corrected by another contractor at Contractor's cost and expense or perform the corrective Work with City personnel and deduct all costs so incurred by the City from moneys owed to the Contractor.

i. **License and Permits.** Except as provided herein below, the Contractor shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining City permits required under this Contract will be waived. [NOTE: All requirements for obtaining permits (including City permits) remain in effect and are not waived; only the costs of City permits are waived.] For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2427.

m. **Payment.** The Payment Provisions are provided in Appendix C hereto, and by this reference they are incorporated herein.

n. **Changes to the Work.** City may by written notice initiate any change within the scope of the Contract. If Contractor desires to make any change, Contractor must submit a written request for that change to the City, but Contractor may make that change only upon written order of the City. A corresponding equitable change in the Contract Price of this Contract will be made for each change ordered.

o. **Termination of Work.**

(1) **For Cause.** Upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause, without any prior notification to Contractor.

(2) **Without Cause.** City may terminate the Work or any part thereof upon five (5) days prior notice to Contractor.

(3) **Payment.** Upon termination of the Contract in whole or in part, City shall pay Contractor, for all Work satisfactorily performed prior to the date of termination.

SECTION 5: BIDDER'S BID

5. **Bidder's Bid.** The Bidder's Bid Form is provided in Appendix D hereto, and by this reference it is incorporated herein. This form must be completed by the bidder and submitted to the City as described in Section 1, "Notice Inviting Bids", above.

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status.** The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder: Please check the appropriate box

A. Corporation ___ ; State of Incorporation _____ Date: _____

B. Partnership ___ ; List Names _____

C. DBA ___ ; State full name _____ DBA

D. Other ___ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone #() _____

Signed this _____ day of _____ 199_

Bidder acknowledges receipt of the following Addenda:

| <u>ADDENDUM NO.</u> | <u>BIDDER'S INITIALS</u> |
|---------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 7: ADDITIONAL FORMS

7. Additional Forms

- a. Experience Form
- b. Affidavit of Non-Collusion
- c. Statement Acknowledging Obligation To Comply With California Labor Laws
- d. Certificate of Insurance
- e. Bidder's Check List

EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE

The Proposer shall provide fully the following information. Failure to fully complete the required information shall render the Proposal non-responsive and eliminate the proposal from further consideration.

Experience must include municipal/government or large commercial/retail properties.

1. Proposer has been engaged in the Custodial Services business under the present business name _____ for _____ years.

Business license # _____, jurisdiction _____.

2. Proposer will provide union employees for this contract from Local # _____ of the _____ union.

a. Attach documentation verifying the collective bargaining agreement with the listed union.

3. The Proposer is currently providing custodial/janitorial services to _____ clients in which the annual contract amount exceeds \$500,000 and the total floor area serviced exceeds one million square feet.

4. For all clients referenced in Question #3, the Proposer will provide on company business letterhead:

a) Client business name, location, and personal contact with telephone number.

b) Scope of Work including description of services provided, number and type of buildings serviced, total square footage serviced.

c) Total staff assigned to project, including number of supervisors.

- d) Annual contract cost.

- e) Number of years the Proposer has continuously serviced the account.

The Proposer understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals.

**AFFIDAVIT OF NON-COLLUSION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor

ATTACH APPROPRIATE
NOTARY ACKNOWLEDGMENTS

**STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY
WITH CALIFORNIA LABOR LAW**

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776, by itself and all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that Contractor is responsible for compliance with Section 1777.5 and for the compliance of all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

California Labor Code Sections 1860 and 3700, provide that every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: _____

Signature: _____

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

| POLICY NUMBER | COMPANY (A. B. C.) | COVERAGE | EXPIR. DATE | LIMITS | | |
|---------------|--------------------|------------------------------------|-------------|--------|------|-----------|
| | | | | B.I. | P.D. | AGGREGATE |
| | | AUTOMOBILE LIABILITY [] | | | | |
| | | GENERAL LIABILITY [] | | | | |
| | | PRODUCTS /COMPLETED OPERATIONS [] | | | | |
| | | BLANKET CONTRACTUAL [] | | | | |
| | | CONTRACTOR'S PROTECTIVE [] | | | | |
| | | PERSONAL INJURY [] | | | | |
| | | OTHER [] | | | | |
| | | EXCESS LIABILITY [] | | | | |
| | | WORKERS' COMPENSATION [] | | | | |

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project:

CUSTODIAL MAINTENANCE CONTRACT

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Representative

AGENCY _____

TITLE _____

ADDRESS _____

FORM RMO2

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

1. **BID**

Signed by Bidder _____

2. **AFFIDAVIT OF NONCOLLUSION**

Enclosed _____

Signed by Bidder (**Notarized signature required**)

3. **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

Enclosed _____

Signed by Bidder

4. **SECTION 6: SIGNATURE AND LEGAL STATUS**

Enclosed _____

Signed by Bidder

5. **SECTION 7: EXPERIENCE FORM**

Enclosed _____

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time a claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§20104.4:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

§20104.6:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

§20104.8:

(a) This article shall remain in effect only until January 1, 1994, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 1994, deletes or extends that date.

(b) As stated in subdivision (c) of Section 20104, any contract entered into between January 1, 1994 and January 1, 1994, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

SECTION 8

SCOPE OF SERVICES

CUSTODIAL MAINTENANCE SERVICES

GENERAL REQUIREMENTS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS DOCUMENT.

A. JANITORIAL SERVICES

1. **TERM OF CONTRACT.** This Scope of Services (Scope) will govern the performance of services noted within, for a period of one (1) year with four (4) optional annual extensions, for a total contract term of up to five (5) years. This Contract shall become effective on execution of the Agreement for services and Notice to Proceed and shall expire on the anniversary of the Notice to Proceed unless renewed. City reserves the right to extend the contract term by Agreement beyond expiration date; however, the City does not imply that the contract, as written, or the resulting Agreement for services, will necessarily be extended. Notwithstanding anything contained herein to the contrary, upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause.
2. **PRICES:** Contractor expressly states that prices shown in this Scope of Services shall be considered firm for the duration of any resulting agreement; i.e. for one (1) year, two (2) years, three (3) years, four (4) years or five (5) years. Escalation provisions, as shown, shall be the maximum dollar amount and a maximum percentage amount due upon extension of this agreement.
- 2.a. **PROPOSAL PRICING:** The Proposer shall complete Proposal Pricing as requested in Section 5, "Bidder's Bid". Incomplete Bids shall be considered unresponsive and will be eliminated for consideration. Supplies shall be priced separately as listed in Appendix D, Section C. Supplies pricing shall include all margin, mark-up, taxes, expenses and overhead. The City may, at its sole discretion, reject the supplies portion of the proposal, award the supplies portion of this portion separately, delete from the Scope of Work, award to multiple vendors, or bid as a separate contract, as may be deemed in the best interest of the City. Escalation clauses, if any, shall be clearly identified in Appendix D, Section D, in the format provided. Escalation provisions shall be shown as a total percentage change from the first year base contract total and expressed as a total dollar change from the first year base contract amount.
3. **UNION AFFILIATION.** All non-management employees and labor provided the Contractor under the terms of the agreement shall be employed under a collective bargaining agreement between the Contractor and a Labor Union recognized by the State of California. The Proposer shall submit documentation to verify compliance with this provision with the proposal
4. **FIDELITY BOND.** Contractor shall procure a blanket fidelity or honesty bond to protect the Contractor and City from loss caused by employee dishonesty or similar acts. The form of the bond shall be subject to approval of the City Attorney and Risk Manager. The amount of the bond shall be at least \$50,000 and shall apply separately to Contractor's work for the City. Bond shall be issued by a company authorized to issue such bonds in the State of California.

5. **DEFINITIONS.**

- A. **DAILY** shall mean seven (7) days per week **including holidays**, unless noted otherwise.
- B. **MONDAY-FRIDAY (MON-FRI)** shall mean five (5) days per week, Monday through Friday, unless otherwise noted.
- C. **SATURDAY-SUNDAY (SAT-SUN)** shall mean the two days of the weekend, Saturday and Sunday.
- D. **WEEKLY** shall mean one day per week. Day selected shall be determined by the Administrator.
- E. **BI-WEEKLY** shall mean every other week (twice a month). Week shall be selected by the Administrator.
- F. **MONTHLY** shall mean once per calendar month. Day(s) selected shall be determined by the Administrator.
- G. **SEMI-ANNUALLY** shall mean twice per calendar year. Days shall be determined by the Administrator.
- H. **ANNUALLY** shall mean once per calendar year. Day(s) selected shall be determined by the Administrator.
- I. **CONTRACTOR** shall mean the Contractor awarded a purchase order under the terms of this Scope of Services.
- J. **CITY** shall mean the City of Beverly Hills
- K. **SUBCONTRACTOR** shall mean a Contractor hired by the primary Contractor to perform specified work under the direction and control of the primary Contractor.
 - (1) All subcontractors are subject to approval by the Administrator. Upon request by the Administrator, the Contractor will cease to use any subcontractor and will henceforth perform the work with his own personnel or use another subcontractor approved by the Administrator.
 - (2) No change shall be made by the Contractor with respect to any subcontractor without prior written authorization of the Administrator.
 - (3) All terms and specifications contained herein apply with the same force and effect to subcontractors as to the primary Contractor.
- L. **ADMINISTRATOR** shall mean the Public Works Department Facility Maintenance Manager or his designee(s), as appropriate.

6. **QUALITY CONTROL, SUPERVISION, INSPECTION, AND STANDARDS.**
- A. **Supervision.** The Contractor shall provide at all times systematic and adequate supervision over foreman, supervisor and personnel in his employ or in the employ of authorized subcontractor.
 - B. **Quality Control.** The Contractor shall present to the Administrator for approval a formal quality control program, including but not limited to scheduled inspections, unscheduled inspections, inspection control forms, inspection reports and occupant surveys.
 - C. **Quality Standard.** The minimum quality standard of cleanliness for services provided under this agreement shall be "industry best office practice", except for kitchen, daycare, jail, restrooms, locker room and sleeping areas, which shall be maintained at "hospital quality standards". The Contractor shall submit with the bid a definition of "industry best office practice" and "hospital quality standards".
7. **DIRECTION, TRAINING AND INSTRUCTION.**
- A. All personnel employed by the Contractor or authorized subcontractor shall be fully qualified to furnish services specified and to conform satisfactorily with conditions of performance detailed in this document. A non-working supervisor shall be assigned to supervise each shift on a full time basis.
 - B. Work Scope shall be maintained to the satisfaction of the Administrator, including the accurate and timely reporting on all activities, as required by the City.
8. **PERSONNEL AND LABOR.** The Contractor shall furnish and provide all necessary labor required for the efficient performance of all services specified in this document, including supervision to the full extent contained in these specifications, and such labor shall conform fully with the pertinent conditions of maintenance required.

Non-waivable conditions of contract shall be:

- A. Not less than one member of the Contractor's employees assigned to each location shall be English-speaking and fully capable of understanding written and oral instruction in English, to the satisfaction of the Administrator. This shall apply to both the Contractor and authorized Subcontractors.
 - B. All supervisory personnel and/or Day Porter personnel MUST, without exception, be fluently English-speaking and qualified to convey instructions to non-English speaking employees of the Contractor and Subcontractor.
 - C. If an employee is absent, City must be informed and Contractor will supply a replacement immediately. The contractor will be allowed two (2) hours after the start of an absent employees shift to replace that employee. After two (2) hours without coverage, the monthly billing for that facility shall be arbitrarily reduced proportionally by the hours of absence. The Contractor shall provide to the Administrator, on demand attendance records to confirm full coverage at all facilities.
9. **DRESS.**
- A. The Contractor shall provide and require ALL his personnel, including supervisors, to wear work uniforms while providing services to the City. Uniforms must be of a common company color and display company name patches and insignia, including the individual employee's name. The Contractor's employees shall also at all times display a City-issued identification card. Uniforms shall consist of matching or color coordinated shirt or blouse and full length pants or skirt, or smocks and shall include safety shoes which all employees will be required to wear. Contractor's employees reporting for work not in correct uniform will not be permitted to enter City facilities.

10. **RESPONSIBILITY.**

- A. All authority to employ and pay all costs for persons providing services to the City is the responsibility of the Contractor. The Contractor shall, however, at the request of the Administrator, immediately remove any employee from this job and immediately replace him/her with one acceptable to the Administrator. Assignments of new and/or reassignment of current employees must be approved in advance by Administrator.
- B. The Contractor's and any authorized Subcontractor's employees shall be fully trained and carefully screened for suitability of temperament, ability and character with all legally approved means available. The Contractor shall maintain a pool of qualified replacement personnel to cover absences and terminations.

11. **SECURITY.**

- A. Any and all personnel used to perform work herein specified shall be covered by a fidelity bond issued by a company authorized to issue such bonds in California and assigned personnel shall be investigated by the Beverly Hills Police Department, by such procedures as may be established, which shall include, but not be limited to, photographing and fingerprinting. A copy of the fidelity bond shall be provided to the Administrator. The Contractor shall be responsible to investigate the background of his employees and/or subcontractors employees and shall not permit any person with a criminal record to work on City premises without the advance written approval of the Administrator. The City reserves the right to accept and/or reject personnel utilized by the Contractor as it deems appropriate. Upon written notice by the Administrator, the Contractor shall immediately remove an employee from the City account and immediately replace that employee with personnel acceptable to the Administrator. All the Contractor's employees must be in full compliance with any and all current laws and regulations of U.S. Immigration and Naturalization Service.
- B. All personnel shall be issued a City identification card by the Police Department after passing a standard City employee security check. The Contractor's employees shall be held to the same standard of employment and conduct as regular full-time City employees.
- C. The City may request and the Contractor shall furnish proof of compliance with above laws and/or regulations. The Contractor agrees to hold the City harmless and pay any and all fines, penalties and/or other costs incurred by the City as a result of the Contractor's, his employees', and/or his subcontractors' failure to comply with said laws and/or regulations
- D. Work will be performed only by permanently assigned employees; carrying City issued identification cards and be otherwise uniformed in accordance with these specifications, detailed above, and only during authorized working hours. The Contractor shall submit a roster of all employees listing name, home address, home phone number, assigned duties and work area. Supervisors shall also list emergency numbers, pagers and radio call signs. Roster shall be updated as necessary within twenty four (24) hours of any changes authorized by Administrator. A complete new roster shall be provided on the anniversary date of the contract.
- E. The Contractor's employees will be instructed as to the City of Beverly Hills' security procedures and will comply with same, subject to modification only by City personnel authorized to administer this service. Keys and/or card keys to the facilities held in the Contractor's custody shall be accounted for at all times. Keys and Card keys shall be signed in and out of a designated location by the Contractor's designated representative at the beginning and end of each shift. No keys or Card keys are permitted to leave the City limits.
- F. The Contractor shall not permit unauthorized or non-working persons on City premises. All personnel will be restricted to those areas where they have assigned duties to perform. Dependents, children or friends of employees are not permitted on City premises.

- G. All employees of the Contractor or authorized Subcontractor will depart from exit(s) designated by the Administrator.
- H. No smoking is allowed in any City building. The use of City telephones, radios, television, computers, vehicles and equipment is strictly prohibited.
- I. Meal breaks shall be permitted only in designated lunch rooms.

12. **SAFETY.**

- A. The Contractor shall take all steps necessary to insure the safety of his employees and City employees and to protect City property from damage. Any safety hazards discovered by Contractor's personnel during the course of work shall be reported immediately to the Administrator.
- B. The Contractor's employees shall clearly sign all wet floors, cords or other hazards to City employees or the general public in accordance with Cal OSHA standards and industry practice. The Contractor shall have available such signage in all facilities.
- C. **Hazardous Substances Stored on City Property.** Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California, pursuant to California Labor Code Sections 6380-6386, require material safety data sheet(s) (MSDS) prepared in compliance with Title 8, California Code of Regulations, Section 5194. MSDS(S) shall accompany this bid. If any of the ingredients of the product bid is a carcinogen as shown on the most current list prepared by the international agency for research on cancer (IARC), Contractor shall separately identify such ingredients as a carcinogen. Contractor is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available. A copy of the MSDS shall accompany each shipment of the product to a City facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product.

13. **SUPPLIES AND EQUIPMENT.**

- A. Contractor shall furnish all supplies, products, materials and equipment required to perform the services called for in these specifications, unless such supplies, products and materials are specifically excluded from the Agreement.
- B. All supplies, products and equipment used by the Contractor must be approved by the Administrator. The Contractor will make substitutions at the direction of the Administrator.
- C. Exhibit "B", a list of supplies, products and material currently approved for use in the City of Beverly Hills' facilities or equipment, attached hereto, shall be included in these specifications. Such listing is subject to change at any time. Upon written request and approved by the Administrator, the Contractor may substitute supplies, materials and equipment of equal or greater quality. The Contractor is to provide a list of all cleaners and supplies to be utilized and will not use any product not listed unless prior written approval is obtained from the Administrator. Products made with recycled paper of adequate quality shall be used whenever possible. Contractor shall furnish copies of fully extended invoices for all supplies and products furnished and used.

- D. Quantities: Exhibit "B", a list of supplies, products, and materials contains an estimated annual quantity of each supply, product or material for informational purposes only. The City makes no representation as to the accuracy of these quantities. Actual quantities may be greater or less as actual use dictates.
- E. The Contractor shall submit to the Administrator an inventory list of his equipment, identified by make, model and serial number, which he will store on the City's property, and the location where each item is to be stored on City premises. The inventory shall be updated annually. The City shall not be liable for any loss or damage to such equipment. Each item of equipment shall be clearly labeled as the property of the Contractor.
- F. Any storage areas provided for use by a Contractor shall be kept clean and free of debris and odor at all times. All supplies and equipment shall be stored in a neat, safe and orderly manner and in such a way as to prevent injury to the City or Contractor's employees.

14. **SECURITY OF FACILITIES.**

- A. The Contractor's personnel shall make certain all doors are locked and securely latched before leaving an area, even for temporary periods. Under no circumstances shall perimeter facility doors be propped or held open for any reason at any time.
- B. Any evidence of a possible crime observed by the Contractor's personnel must be immediately reported to the Beverly Hills Police Department Watch Commander. The presence of unknown persons who cannot identify themselves as employees of the City or provide proof of authorization to be on City premises during non-business hours must also be immediately reported to the Watch Commander.
- C. Keys and key cards providing access to City buildings shall be furnished to the Contractor who shall be responsible for safeguarding them and preventing their unauthorized use. Keys and key card are not permitted to leave the city limits of Beverly Hills. Upon request, the Contractor shall immediately return any keys as requested by the Administrator. Under no circumstances shall the Contractor duplicate keys. Additional keys or replacements shall be provided by the City. Any and all losses incurred by the City as a result of the Contractor's failure to comply with this specification shall be deducted from monies owed the Contractor.
- D. Keys and key cards shall be signed in and out by the Contractor's designated representative(s) from a central location determined by the Administrator. Keys and key cards shall be returned at the end of each shift, and reissued to the next shift.

15. **SPECIAL EVENTS AND ADDITIONAL SERVICES.** The City may from time to time require additional coverage beyond the defined Scope of Work for special events and functions or additional cleaning services. The Contractor shall be required to provide these services when directed by the Administrator. The Contractor shall provide a written estimate for the services when required by the Administrator. The hourly rates for services and costs of supplies stipulated in the Agreement shall apply to special events and additional services.

16. **EMERGENCY SERVICES.** In the event of a declared emergency or natural disaster, the Administrator may require the Contractor to provide such custodial services and supplies as necessary to support City emergency operations. Where such services exceed the normal scope of work, such services shall be paid at the hourly rates and cost of supplies stipulated in the Agreement.

B. JANITORIAL SERVICES
STANDARD OF WORK

1. MINIMUM STANDARDS: The City shall be the sole and final judge of the quality of work and compliance with these specifications. All work must meet at least the following minimum standards of "industry best office practice" before it will be accepted and paid for.

- A. **Windows:** Interior windows, mirrors, sills, frames, casings, display cases, glass doors and any other glass surfaces shall be free of all traces of film, dirt, streaks, smudges, water spots and other foreign matter.
- B. **Trash :** All Department work stations have trash baskets, remove all trash from wastebaskets, cigarette butt receptacles, and other trash containers within buildings and return the containers to their original location. Plastic receptacle liners shall be replaced with City furnished liners. If any leakage has occurred, the waste receptacle shall be thoroughly cleaned. Trash is to be placed in designated trash collection areas in such a manner as to prevent scattering and minimizing mess.
- C. **Restrooms, Shower Rooms, Locker Rooms:** Cleaning practices shall meet " hospital quality standard". The entire area shall be free of streaks, urine deposits, rust stains, scale, scum, fungi, smudges, grit, soap, film, odors or any other unsanitary or unsightly condition. Windows and mirrors shall comply with subparagraph A, above. All dispensers shall be refilled with appropriate supplies.
- D. **Floors, Carpeted:** Carpets shall be thoroughly vacuumed with an industrial type vacuum cleaner and inspected for spots. When spots appear, they shall be removed with an approved industrial-grade spot removing solution using the manufacturer's recommended techniques. The carpeted floors shall be free of all visible litter and soil.

Chairs, trash receptacles, and easily movable items shall be moved and the floor cleaned underneath. Any tears, burns, and unraveling shall be brought to the attention of the Administrator.
- E. **Floors, Uncarpeted:** All uncarpeted floors shall be vacuumed and/or swept, then wet mopped with a non-toxic detergent solution. The entire floor surface, including corners and abutments, shall be free of litter, soil, dust and foreign matter, stains, streaks, film, standing water, mop streaks and splash marks. Chairs, trash receptacles, and easily movable items shall be moved and the floor cleaned underneath. Wax shall be reapplied as necessary and buffed to a uniform high gloss. All wax deposits shall be removed from furniture legs, cabinets, baseboards and door jambs. Clean mops only shall be used.
- F. **Dusting:** Dusting shall remove all accumulated dust and debris from surfaces, corners, crevices in such a manner that it will not quickly resettle. Each blind slat shall be individually wiped.
- G. Walls and doors shall be free of streaks, marks, smudges, fingerprints.
- H. Air vents and ceilings not more than twelve (12') feet in height above the floor or steps shall be kept free of dirt, marks or smudges.

BID NO. 10-39

- I. **Elevators:** Standard elevators shall be cleaned in the frequency noted elsewhere in this bid document. Walls, including interior doors, shall be cleaned of all graffiti, hand/fingerprints, footprints, and other markings, with disinfecting cleaning solutions approved by the City. Elevator floors shall be swept and wet mopped and cab shall be free of all litter and debris. Elevator cabs shall be deodorized. Exterior doors, framework and call-button panels at each level shall be appropriately cleaned and disinfected. The above shall not apply to elevators located in City Hall. Special requirements for cleaning and polishing of interior and exterior finishes of City Hall elevators shall be as directed by the Administrator.

- J. **Stairwells:** Stairwells shall be cleared of all litter and debris. Handrails shall be cleaned and disinfected. Doors at all levels, both interior and exterior surfaces, shall be wiped clean with disinfectant cleaning solution, including all door handles, latches and panic hardware. Stairways and landings shall be wet mopped. Door glass shall be cleaned.

- K. **Maintenance Issues:** The Contractor, through procedures established with the Administrator, shall immediately report any maintenance problems or vandalism found in the normal course of work. Serious issues shall be immediately reported to the Beverly Hills Police Department Watch Commander.

2. JOB DETAIL: RESTROOMS AT ALL LOCATIONS

The following shall apply to the cleaning and custodial maintenance of all restroom facilities ("hospital quality standard") throughout all service locations.

A. DAILY GENERAL CLEANING REQUIREMENTS - RESTROOMS

- (1) Restroom fixtures, toilet bowls, urinals and basins, mirrors, decorative and protective metals, including undersides and tops of toilet seats shall be cleaned and sanitized.
- (2) Toilet seats, including undersides, shall be washed and disinfected using an approved non-toxic germicidal disinfectant.
- (3) Walls, partitions, splash plates, window sills and related structures shall be spot cleaned.
- (4) Floors shall be swept and damp mopped, using an approved non-toxic germicidal disinfectant. Water shall be changed daily.
- (5) Soap, towel, toilet tissue, seat cover, sanitary napkin and deodorant dispensers and fixtures shall be cleaned, refilled and re-stocked.

NOTE: Correct size refills must be used.

- (6) All wastebaskets and sanitary containers shall be emptied and cleaned, and contents shall be disposed of and carried to designated trash collection areas. Liners shall be replaced.
- (7) Water shall be poured in all floor drains.
- (8) All graffiti shall be removed with approved graffiti removal products. Areas where it cannot be removed must be reported to the Administrator.
- (9) All vandalism, plumbing or electrical problems, or any other items requiring attention beyond the scope of these specifications, shall immediately be reported to the Administrator.
- (10) Entrance door and partition glass shall be cleaned, and hand prints shall be removed from push plates and sanitized.
- (11) All showers shall be cleaned and disinfected with an approved non-toxic germicidal disinfectant.
- (12) Woodwork and ceramic tile shall be washed and splash marks removed from wall, urinals and toilet partitions.
- (13) All doors and windows shall be checked and secured before leaving work area(s).

B. WEEKLY GENERAL CLEANING REQUIREMENTS - RESTROOMS

- (1) All restroom, locker and shower room floors shall be scrubbed and disinfected with an approved non-toxic germicidal disinfectant.
- (2) Toilet bowls, seats, basins and urinals shall be sanitized, disinfected and deodorized. All lime deposits shall be removed.
- (3) Toilets and urinals shall be pumiced to remove all scale.
- (4) Vents shall be brushed down. High dusting of light fixtures, window ledges, tops of lockers and walls shall be performed.

- (5) Re-stock feminine hygiene supplies

C. MONTHLY GENERAL CLEANING REQUIREMENTS - RESTROOMS

- (1) All restrooms shall be sanitized as follows:
 - (a) All shower surfaces shall be scrubbed and all scum, mold or other foreign matter removed, disinfected and sanitized with approved germicidal disinfectant.
 - (b) Heavy-duty cleaning, descaling and disinfecting of water closets and urinals shall be performed.
 - (c) Maintenance of solid air freshening and deodorizing equipment shall be performed. Deodorizing fixtures for all restrooms shall be provided by the Contractor. The cost of such fixtures and related supplies is to be incorporated in the proposal price.
 - (d) Fixtures shall be affixed to surfaces by an adhesive glue or tape which shall be removable by a solvent and fixtures must be removed at the Contractor's expense at termination of the contract agreement.
 - (e) Deodorant fixtures to fulfill this requirement shall be durable, refillable fixtures providing service for the length of this contract.
 - (f) Fixtures conforming to this specification shall be installed at all sites within two (2) weeks of commencement of service. Fixtures must be approved by the Administrator prior to installation.
 - (g) Contractor shall furnish all of the following restroom supplies:
 - Toilet paper
 - Toilet seat covers
 - Hand towels
 - Feminine napkins and tampons
 - Hand soap powder and liquid
 - Plastic trash receptacle liners
 - Plastic (blue) recycle receptacle liners
 - Room air freshener refills

City shall provide the Contractor a storage area in the City for supplies.

3. JOB DETAIL: OFFICES AND RELATED FACILITIES

A. DAILY GENERAL CLEANING REQUIREMENTS – OFFICES

B. VACUUMING OF CARPETED AREAS MON, WED, FRI.

- (1) All non-carpeted floors, including all interior stairways, shall be swept with chemically treated dust mop.
- (2) Sand urns, telephones, elevator cabs shall be cleaned.
- (3) Drinking fountains shall be cleaned and polished.
- (4) Fingerprints shall be removed from woodwork, walls, door and glass partitions and windows (interior surface).
- (5) Entrance metal shall be polished and all glass doors shall be cleaned.
- (6) Composition floors shall be damp mopped, doors, door frames and counters shall be spot cleaned. Floor wax shall be reapplied as necessary to maintain an acceptable surface condition.
- (7) All carpets, including elevator cabs, mats beneath desks and "walk-off" mats, shall be vacuumed and spot cleaned as necessary.
- (8) All waste and recycle containers shall be emptied and liners replaced. Trash shall be carried to specified collection areas.
- (9) Marble shall be damp mopped.
- (10) All terrazzo floors, staircases and landings shall be damp mopped and buffed, using a method and product pre-approved in writing by the Administrator.
- (11) All doors and windows shall be closed and secured. Leave drapes, which are found open, fully closed before leaving assigned work area. Leave slat-type blinds extended full length with the slats level in open position.

B. WEEKLY GENERAL CLEANING REQUIREMENTS - OFFICES

- (1) High dusting (i.e., door sashes, tops of partitions, high cabinets, vents) shall be performed.
- (2) Metal chairs, office equipment and wooden furniture shall be cleaned and polished.
- (3) Picture glass shall be cleaned. Stair railings and stairwells shall be spot cleaned.
- (4) Ledges, window sills, exposed shelving (Library area and others) shall be dusted.
- (5) Walls and ceiling vents shall be brushed down.
- (6) Plastic and leather furniture, venetian blinds shall be wiped down.
- (7) Draperies and cornices shall be thoroughly vacuumed and spot cleaned.
- (8) Carpets shall be spot cleaned as needed.
- (9) All glass doors (both surfaces) in buildings, including glass partitions shall be cleaned.

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- (10) Venetian blinds, mini blinds, vertical blinds, desks, chairs, other office furniture and artificial plants shall be dusted. All items which have been moved and other items disturbed in cleaning shall be properly repositioned. All louvers and door jams shall be dusted.

C. MONTHLY GENERAL CLEANING REQUIREMENTS - OFFICES

- (1) All composition and hardwood floors shall be appropriately cleaned and waxed, as directed by the Administrator.
- (2) Venetian blinds shall be thoroughly cleaned.

D. SEMI-ANNUAL GENERAL CLEANING REQUIREMENTS - OFFICES

- (1) Composition floors shall be stripped and rewaxed, as directed by the Administrator. The Contractor must make advance arrangements with the Administrator.
- (2) Leased space tenants twice outside once inside

E. ANNUAL WINDOW & CARPET CLEANING

- (1) Windows, interior and exterior surfaces, shall be cleaned.
- (2) Carpeted areas shall be steam cleaned.

4. ADDITIONS/DELETIONS TO SCOPE OF WORK:

During the term of the contract(s), areas requiring service on a daily, weekly, bi-weekly, monthly, semi-annual and/or annual basis may be added or deleted as the City's requirements may change.

- A. Charges for areas deleted will cease as of the day service is canceled.
- B. Charges for areas added will commence as of the day service is commenced. Such charges will be calculated according to rates bid in Section B.
- C. Charges for periods of less than one (1) month will be prorated on a daily basis based on a thirty (30) day month.

5. MISCELLANEOUS:

- A. During the term of the contract(s), the City's requirements may change. The Contractor(s) must be prepared to adjust schedules and work patterns on a temporary or permanent basis as necessary. The Contractor(s) shall also perform such extra work as may be necessary to maintain standards specified herein at all times at monthly rate(s) bid herein.
- C. Contractor shall furnish Nextel Phones at the following locations for dayporters and City staff.
Roxbury Park
La Cienega Park/La Cienega Tennis Center (1 for each location only 1 for dayporter)
Beverly Canon dayporter
Gardens Building dayporter
331 North Foothill Office Building dayporter
1 for City's Property Manager
1 for Facilities Maintenance Manager

Cell phones shall be provided to lead personnel of each shift and the numbers given to City personnel.
- C. All requests for special service will be made only through the designated Administrator.

6. SCOPE OF WORK – SERVICE LOCATIONS:

THE FOLLOWING PROVIDES SPECIFIC LOCATIONS AND SERVICE REQUIREMENTS. THESE REQUIREMENTS ARE LOCATION SPECIFIC AND ARE IN ADDITION TO THE GENERAL REQUIREMENTS, STANDARDS, AND SCHEDULE AS DESCRIBED ELSEWHERE IN THESE SPECIFICATIONS.

1. **POLICE DEPARTMENT**
464 NORTH REXFORD DRIVE **92,000 S.F.**

SCHEDULE:

| | | | |
|-----------|--------------------------|----------------------|-----------------------|
| A. | SPECIAL: | DAILY | 8:00AM - 5:00P |
| B. | GENERAL CLEANING: | MONDAY-FRIDAY | AFTER 6:00PM |

- (1) 1 Day Porter shall be assigned exclusively to the jail area, daily, from 8:00AM to 5:00PM.
 - a) Wipe mattresses daily.
 - b) Strip and wax floors as required.
 - c) Clean Identification Bureau during the day when Police Department personnel are present.
 - d) Clean elevator walls and floors.
- (2) 1 Day Porter shall be assigned, daily, 8:00AM to 5:00PM, to clean:
 - a) Detective area, lunchroom, roll call room, conference room, and Narcotics Division. Appliances shall be cleaned and sanitized to remain free from objectionable odors. Police Department personnel must be present during cleaning of most of these areas.
 - b) Clean and re-stock paper goods and other supplies twice daily (at 10:00AM and 3:00PM) in locker, shower and restroom areas.

NOTE: Because of reduced activity on weekends, this position will split time between Police Facility and Library Facility on Saturday and Sunday.
- (3) General cleaning of all areas of the Police Department not listed above will be performed after 6:00PM, Monday through Friday. The Police Department Computer room is excluded from the scope of this proposal.
- (4) All custodial personnel who are to work in or around the Police Facility **must** have a background check performed by the Beverly Hills Police Department prior to commencing work in that location.
- (5) Window surfaces (inside and out) shall be cleaned once a year.
- (6) Carpeted areas shall be steam cleaned once a year.
- (7) Garage shall be spot cleaned weekly and truck vacuumed on a quarterly basis.

2. LIBRARY
444 NORTH REXFORD DRIVE

92,000 S.F.

SCHEDULE:

| | | | |
|-----------|--------------------------|---------------------------|---------------------------|
| A. | SPECIAL: | MONDAY - FRIDAY* | 10:00AM - 8:00PM |
| | | SATURDAY | 10:00AM - 6:00PM |
| | | SUNDAY | 12:00PM - 4:00PM |
| B. | GENERAL CLEANING: | MONDAY - SATURDAY* | PRIOR TO 10:00AM** |
| | | SUNDAY | PRIOR TO 12:00PM |

- (1) Cleaning personnel assigned during hours of operation (see "Special", above) shall:
 - (a) Regularly monitor all restrooms and clean/re-stock as required.
 - (b) Inspect meeting rooms and auditorium and clean when necessary.
 - (c) Clean and re-stock restrooms by auditorium as required, but at least once each day.
 - (d) Re-stock paper goods and other supplies, clean fixtures, floors, mirrors and regularly empty trash in the public and staff restrooms a minimum of three times each day, in the morning, mid-afternoon, and evening.
 - (e) Clean lunchroom. Appliances shall be cleaned and sanitized to remain free from objectionable odors.
 - (f) Clean, scour, and sanitize drinking fountains.

NOTE: Weekend coverage will be split with the Police Facility on Saturday and Sundays.

- (2) All heavy cleaning, and general cleaning requirements not noted above, shall be performed and completed prior to opening of Library each day (see "General Cleaning", above)
- (3) Reference Room tables shall be rubbed with linseed oil, using clean cotton cloth, once each month.
- (4) Window surfaces (inside and out) shall be cleaned once a year.
- (5) Carpeted areas shall be steam cleaned once a year.
- (6) Garage shall be spot cleaned weekly and truck vacuumed quarterly

* Schedule shall include five days each week.

** General cleaning may be performed at any time following the close of the Library each night, but must be completed prior to opening for service the following day.

3. **CITY HALL**
455 NORTH REXFORD DRIVE

68,000 S.F.

SCHEDULE:

| | | | |
|-----------|--------------------------|------------------------|-------------------------|
| A. | SPECIAL: | MONDAY - FRIDAY | 8:00AM - 5:00 PM |
| B. | GENERAL CLEANING: | MONDAY - FRIDAY | AFTER 7:00PM |

- (1) Daytime responsibilities shall include:
 - (a) Re-stock paper goods and other supplies, clean fixtures, floors, mirrors and empty trash in the public restrooms, at 8:00AM and 10:30AM and at 1:30PM and & 4:00PM.
 - (b) Sweep walks and stairs by entrances.
 - (c) Sweep all elevated ramps and stairways to ground level and dust railings (twice weekly).
 - (d) Clean all trash receptacles and cigarette urns on elevated ramps and walkways.
 - (e) Spot clean carpet as needed.
 - (f) Clean lunchroom coffee bars and re-stock paper goods. Appliances shall be cleaned and sanitized to remain free from objectionable odors.
 - (g) Clean spots on walls in hallways.
 - (h) Clean all mirrors.
 - (i) Clean, scour, and sanitize drinking fountains.
- (2) General cleaning for all offices in City Hall shall be performed after 7:00PM.
- (3) The window surfaces (inside and out) shall be cleaned once a year. (Note: Windows above Fourth Floor are not considered part of this Scope of Work.)
- (4) The carpeted areas shall be steam cleaned once a year.

4. **INFORMATION TECHNOLOGY/GRAPHIC & PRINT SERVICES CENTER**
9363 CIVIC CENTER DRIVE

4,000 S.F./9000 S.F.

SCHEDULE:

A. SPECIAL: MONDAY - FRIDAY 8:00AM - 5:00 PM

(1) Cleaning of the Computer Room shall only be done with IT personal present.

B. GENERAL CLEANING: MONDAY - FRIDAY 8:00 AM- 5:00 PM

(1) Daytime responsibilities shall include:

- (a) Re-stock paper goods and other supplies, clean fixtures, floors, mirrors and empty trash in the public restrooms, at 8:00AM and 10:30AM and at 1:30PM and at 4:00PM.
- (b) Sweep walks and stairs by entrances.
- (c) Sweep all elevated ramps and stairways to ground level and dust railings (twice weekly).
- (d) Clean all trash receptacles and cigarette urns on elevated ramps and walkways.
- (e) Spot clean carpet as needed.
- (f) Clean lunchroom coffee bars and re-stock paper goods. Appliances shall be cleaned and sanitized to remain free from objectionable odors.
- (g) Clean spots on walls in hallways.
- (h) Clean all mirrors.
- (i) Clean, scour, and sanitize drinking fountains.

(2) General cleaning for all offices shall be performed after 7:00PM. The computer room and the aquarium at this location are excluded from the scope of this proposal.

(3) The window surfaces (inside and out) shall be cleaned once a year.

(4) The carpeted areas shall be steam cleaned once a year.

GRAPHIC/PRINT SERVICES

A. GENERAL CLEANING: DAILY AFTER 2PM

- (1) Empty all trash receptacles in print and graphic shop areas, offices, and restrooms daily, clean, restock unisex restroom daily.
- (2). Twice weekly dust mop all floor surfaces in shop areas and offices.
- (3) Once weekly damp mop all hard floor surfaces.

5. **FIRE STATION NO. 1**
445 NORTH REXFORD DRIVE

6,566 S. F.

SCHEDULE:

A. GENERAL CLEANING: MONDAY - FRIDAY AFTER 6:00PM

- (1) General cleaning of administrative offices, and training room, only, will be performed after 6:00PM.
- (2) Re-stock paper goods and other supplies in restrooms and coffee bars.
- (5) Window surfaces (inside and out) shall be cleaned once a year. Window cleaning shall include windows in living quarters, even though the living quarters, themselves, are excluded from the Scope of Work.
- (6) Steam clean carpeted areas once a year.
- (7) Apparatus Floor of Fire Station 1, Fire Station 2 and Fire Station 3 shall be cleaned, scrubbed and de-greased every quarter by a method approved by the Administrator.

6. **CPR TRAINING ROOM & OFFICE**
445 NORTH REXFORD DRIVE

1,733 S.F.

SCHEDULE:

A. GENERAL CLEANING: MONDAY - FRIDAY AFTER 6:00PM

- (1) General Cleaning shall be performed after 6:00PM.
- (2) Window surfaces (inside and out) shall be cleaned once a year.
- (3) Steam clean carpeted area twice a year.
- (4) Appliances shall be cleaned and sanitized to remain free from objectionable odors.

7. **FITNESS CENTER**
445 NORTH REXFORD DRIVE

4,678 S.F.

SCHEDULE:

A. GENERAL CLEANING DAILY BETWEEN 10:00 AM AND 12:00PM

- (1) Clean once a day between 10:00AM and 12:00PM, including equipment, mirrors, counter and restrooms.
- (2) Window surfaces (inside and out) shall be cleaned once a year.
- (3) Steam clean carpeted areas once a year.
- (4) Clean racquetball court walls once a year (two courts).
- (5) Wax racquetball court floors once a year (two courts).
- (6) Clean, scour, and sanitize drinking fountains.

8.. **PUBLIC WORKS WATER TREATMENT PLANT FACILITY**
345 FOOTHILL

BID NO. 10-39

32,000 S.F.

SCHEDULE:

A. GENERAL CLEANING: MONDAY-FRIDAY AFTER 6:00PM

- (1) Daytime responsibilities shall include:
 - (a) Re-stock paper goods and other supplies, clean fixtures, floors, mirrors and empty trash in the public, employee, locker-room restrooms, employee lunch room, and second floor kitchen at 10:00am and 3:00pm
 - (b) Sweep and mop as needed lobby floor, stairs, and elevator floor.
 - (c) Spot clean carpet as needed.
 - (d) Clean front lobby entrance glass doors inside and out
 - (e) Clean, scour, and sanitize drinking fountains.
- (2) Window surfaces (inside and out) shall be cleaned once a year.
- (3) The carpeted areas shall be steam cleaned once a year

9. **FACILITIES MAINTENANCE TRAILER**
342 NORTH FOOTHILL ROAD

1,520 S.F.

SCHEDULE:

A. GENERAL CLEANING: MONDAY-FRIDAY AFTER 6:00PM

- (1) General cleaning of offices, restrooms, showers, locker rooms, and lunchroom to be performed after 6:00PM.
- (2) Window surfaces (inside and out) shall be cleaned once a year.
- (3) Appliances shall be cleaned and sanitized to remain free from objectionable odors.

10. **LA CIENEGA PARK
COMMUNITY CENTER AND PARK RESTROOMS
8400 GREGORY WAY**

7,540 S.F.

SCHEDULE:

- | | | | |
|-----------|--------------------------|------------------------|----------------------|
| A. | SPECIAL: | MONDAY-FRIDAY * | 7:30AM-4:30PM |
| B. | GENERAL CLEANING: | DAILY | AFTER 10:00PM |

- (1) Utility Cleaner to be assigned from 7:30AM to 4:30PM, Monday through Friday*, to:
 - (a) Re-stock paper goods and other supplies, clean fixtures, floors, mirrors, empty trash in all park restrooms.
 - (b) Sweep walks by entrance daily.
 - (c) Spot clean carpets as needed.
 - (d) Clean lunchroom. Appliances shall be cleaned and sanitized to remain free of objectionable odors.
 - (e) Clean spots on walls in hallways.
 - (f) Remove graffiti from buildings, walls, windows, and doors.
 - (g) Remove smudges and fingerprints from window and glass areas as needed.
 - (h) Set up tables, chairs and equipment for special and routine events.
 - (j) Clean, scour, and sanitize drinking fountains.

NOTE: Utility Worker will also perform similar responsibilities at the La Cienega Tennis Club during same hours.

- (2) Restroom in Maintenance Yard shall be cleaned bi-weekly, on the day and time designated by the Administrator.
- (3) Window surfaces (inside and out - excluding skylight) shall be cleaned once a year.
- (4) Carpeted areas shall be steam cleaned once a year.
- (5) Maintain wood flooring, including stage area, as directed elsewhere in this document.
- (8) Clean restrooms at Community Center mid-day on Saturday and Sunday.

*Schedule shall include five days each week, including alternate Fridays.

11. **ROXBURY PARK
COMMUNITY CENTER, CLUBHOUSE AND PARK RESTROOMS
471 SOUTH ROXBURY DRIVE**

12,330 S.F.

SCHEDULE:

| | | | |
|-----------|--------------------------------------|------------------------|----------------------|
| A. | SPECIAL: | MONDAY-FRIDAY * | 7:30AM-4:30P |
| B. | GENERAL CLEANING: | DAILY | AFTER 10:00PM |
| C. | MAINTENANCE YARD RESTROOM | BI-WEEKLY | AFTER 10:00PM |

- (1) Utility Cleaner to be assigned from 7:30AM to 4:30PM, Monday through Friday*, to:
 - (a) Re-stock paper goods and other supplies, clean fixtures, floors, mirrors, empty trash in all park restrooms.
 - (b) Sweep walkways by entrances daily.
 - (c) Spot clean carpets as needed.
 - (d) Clean lunch room. Appliances shall be cleaned and sanitized to remain free of objectionable odors.
 - (e) Clean spots on walls in hallways.
 - (f) Remove graffiti from buildings, walls, windows and doors.
 - (g) Remove smudges and fingerprints from window and glass areas as needed.
 - (h) Set up tables, chairs and equipment for special events.
 - (i) Clean, scour, and sanitize drinking fountains

NOTE: Utility Worker will also perform similar responsibilities at the Roxbury Clubhouse during same hours.

- (2) Restroom in Maintenance Yard shall be cleaned bi-weekly, on day and time designated by the Administrator.
- (3) Window surfaces (inside and out) shall be cleaned once a year.
- (4) Carpeted areas shall be steam cleaned once a year.
- (5) Clean restrooms at Community Center mid-day on Saturday and Sunday.

*Schedule shall include five days each week, including alternate Fridays.

12. **LA CIENEGA TENNIS CENTER**
325 SOUTH LA CIENEGA BOULEVARD

6,439 S.F.

SCHEDULE:

A. GENERAL CLEANING: DAILY AFTER 10:00PM

NOTE: Daytime cleaning requirements shall be performed by Utility Worker assigned to La Cienega Community Center.

- (1) General cleaning of offices and cleaning/re-stocking of restrooms shall be performed daily, after 10:00PM.
- (2) Clean and re-stock court restrooms.
- (3) Sweep walks by entrance daily.
- (4) Window surfaces (inside and out) shall be cleaned once a year.
- (5) Carpeted areas shall be steam cleaned once a year.
- (6) Clean restrooms and locker rooms mid-day on Saturday and Sunday.
- (7) Clean, scour, and sanitize drinking fountains.

13. **COLDWATER PARK**
PRE-SCHOOL CENTER AND RESTROOMS
1100 BEVERLY DRIVE

1,230 S.F.

SCHEDULE:

A. GENERAL CLEANING: DAILY AFTER 10:00PM

- (1) General cleaning of pre-school center and cleaning/re-stocking of restrooms shall be performed daily, after 10:00PM.
- (2) Remove smudges and fingerprints from windows and glass, as necessary, and spot clean carpeting as required.
- (3) Window surfaces (inside and out) shall be cleaned once a year.
- (4) Carpeted areas shall be steam cleaned once a year.
- (5) Clean restrooms and lockers mid-day on Saturdays and Sundays.
- (6) Clean, scour, and sanitize drinking fountains.

14. **ROXBURY PARK CLUBHOUSE**
401 SOUTH ROXBURY DRIVE

2,964 S.F.

SCHEDULE:

A. GENERAL CLEANING: DAILY AFTER 10:00PM

NOTE: Daytime cleaning requirements shall be performed by Utility Worker assigned to Roxbury Community Center.

- (1) General cleaning and cleaning/re-stocking of restrooms shall be performed daily, after 10:00PM.
- (2) Window surfaces (inside and out) shall be cleaned once a year.
- (3) Carpeted areas shall be steam cleaned once a year.
- (9) Clean restrooms and lockers mid-day on Saturdays and Sundays.
- (10) Clean, scour, and sanitize drinking fountains.

15. **FLEET SERVICES CENTER/FUEL ISLAND**
9355 W. THIRD STREET
9335 W. THIRD STREET

16,000 S.F.

SCHEDULE:

A. GENERAL CLEANING: DAILY AFTER 6:00PM
MON-FRI.

- (1) General cleaning/ restocking of restrooms, supervisor's office, and break room after 6:00PM (carpets vacuumed Mon. Wed. and Fri.)
- (2) Window surfaces shall be cleaned inside and out once a year
- (3) Fuel Island area shall be swept and trashcans emptied once a day

16. **WILL ROGERS PARK**
9650 SUNSET BOULEVARD

126 S.F.

SCHEDULE:

A. GENERAL CLEANING: DAILY AFTER 10:00PM

- (1) General cleaning and re-stocking of restrooms shall be performed daily, after 10:00PM.
- (2) Unlock and lock restroom facility.
- (3) Clean restrooms and lockers mid-day on Saturdays and Sundays.
- (4) Clean, scour, and sanitize drinking fountains.

17. **GREYSTONE PARK
GATEHOUSE, PARKS PERSONNEL TRAILER, PUBLIC RESTROOMS AND RANGER STATION
905 LOMA VISTA 2,000 S.F.**

SCHEDULE:

A. GENERAL CLEANING: DAILY AFTER 10:00PM

- (1) General cleaning and re-stocking of restrooms shall be performed daily, after 10:00PM.
- (2) General cleaning of gatehouse shall be performed **Monday through Saturday**, after 10:00PM.
- (3) General cleaning of Ranger Station shall be performed daily, after 10:00PM.
- (4) Window surfaces (inside and out) shall be cleaned once a year.
- (5) Clean, scour, and sanitize drinking fountains.

18. **BEVERLY GARDENS PARK
502 CANON DRIVE 252 S.F.**

SCHEDULE:

**A. GENERAL CLEANING: DAILY AFTER 10:00PM
WEEKLY AFTER 10:00PM**

- (1) General cleaning and re-stocking of restrooms shall be performed daily, after 10:00PM.
- (2) Pressure wash restrooms once a week, after 10:00PM. Day of the week to be selected by Administrator.
- (3) Clean restrooms and lockers mid-day on Saturdays and Sundays.
- (4) Spot check restrooms at mid-day Monday through Friday

19. **CAMDEN PARKING STRUCTURE**
440 NORTH CAMDEN DRIVE

154,000 S.F.

SCHEDULE:

- A. SPOT CLEANING: DAILY AFTER 1:00PM**
- B. GENERAL CLEANING: SIX TIMES PER WEEK MONDAY THRU SATURDAY AFTER 8:00PM**

- (1) Re-stock paper goods and other supplies in restrooms once a day.
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars and lobbies, and stairwells six times a week, Monday through Saturday after 10:00PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (5) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff shall be required to report to parking attendant at booth upon arrival and before departure.

20. **N. BEVERLY PARKING STRUCTURE**
345 NORTH BEVERLY DRIVE ("R" Lot)

146,000 S.F.

SCHEDULE:

- A. SPOT CLEANING: DAILY AFTER 1:00PM**
- B. GENERAL CLEANING: DAILY MONDAY THRU SUNDAY AFTER 8:00PM**

- (1) Re-stock paper goods and other supplies in restrooms once a day.
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars and lobbies, daily after 10:00PM. All trash and cigarettes receptacles must be emptied and cleaned and all liners replaced
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff shall be required to report to parking attendant.

**21. BEDFORD PARKING STRUCTURE
461 NORTH BEDFORD DRIVE**

205,200 S.F.

SCHEDULE:

- | | | | |
|-----------|--------------------------|--|---------------------|
| A. | SPOT CLEANING: | DAILY | AFTER 1:00PM |
| B. | GENERAL CLEANING: | SIX TIMES PER WEEK MONDAY THRU SATURDAY | AFTER 8:00PM |

- (1) Re-stock paper goods and other supplies in restrooms once a day.
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars and lobbies, and stairwells six times a week, Monday thru Saturday after 8:00 PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff shall be required to report to parking attendant at booth upon arrival and before departure.

**22. SOUTH BEVERLY PARKING STRUCTURE
216 SOUTH BEVERLY DRIVE**

90,500 S.F.

- | | | | |
|-----------|-------------------------|---------------------------|---------------------|
| A. | SPOT CLEANING: | DAILY | AFTER 1:00PM |
| B. | GENERAL CLEANING | MONDAY THRU SUNDAY | AFTER 8:00PM |

- (1) Re-stock paper goods and other supplies in restrooms once a day.
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars, lobbies, and stairwells daily, after 8:00PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff shall be required to report to parking attendant at booth upon arrival and before departure.

**23. RODEO PARKING STRUCTURE
9510 BRIGHTON WAY**

126,000 S.F.

A. SPOT CLEANING: DAILY AFTER 1:00PM

B. GENERAL CLEANING: DAILY MONDAY THRU SUNDAY AFTER 8:00PM

- (1) Re-stock paper goods and other supplies in restrooms once a day.
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars, lobbies, and stairwells daily after 8:00PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff may be required to report to parking attendant at booth upon arrival and before departure.

**24. CRESCENT PARKING STRUCTURE (A-NORTH)
333 NORTH CRESCENT DRIVE**

247,900 S.F.

A. SPOT CLEANING: DAILY AFTER 1:00PM

B. GENERAL CLEANING: SIX DAYS PER WEEK MONDAY THRU SATURDAY AFTER 8:00PM

- (1) Re-stock paper goods and other supplies in restrooms once a day.
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars, lobbies, and stairwells six times per week, Monday thru Saturday, after 8:00PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff shall be required to report to parking attendant at booth upon arrival and before departure.

25. **CRESCENT PARKING STRUCTURE (A-SOUTH)**
225 NORTH CRESCENT DRIVE

345,120 S.F.

A. SPOT CLEANING: DAILY AFTER 1:00PM

B. GENERAL CLEANING: DAILY MONDAY THRU SUNDAY AFTER 8:00PM

- (1) Re-stock paper goods and other supplies in restrooms once a day.
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars, lobbies, and stairwells daily, after 8:00PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff shall be required to report to parking attendant at booth upon arrival and before departure.

26. **CIVIC CENTER PARKING STRUCTURE**
450 NORTH REXFORD DRIVE

216,400 S.F.

A. SPOT CLEANING: DAILY AFTER 1:00PM

B. GENERAL CLEANING: DAILY MONDAY THRU SUNDAY AFTER 8:00PM

- (1) Re-stock paper goods and other supplies in restrooms once a day
- (2) Check restrooms, elevator cars and lobbies, and stairwells once a day. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars and stairwells daily after 8:00PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stop, all corners and removal of debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently
- (5) Night maintenance and janitorial staff shall be required to report to parking attendant at booth upon arrival and before departure.

27. **SANTA MONICA FIVE PARKING STRUCTURES**
485 N. BEVERLY, 485 N. RODEO, 485 N. CAMDEN, 485 N. BEDFORD, 485 N. ROXBURY.
195,000S.F.

A. SPOT CLEANING: DAILY AFTER 8:00PM

- (1) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (2) Handicap elevator lifts shall be clean swept and mopped daily. If a lift is found not to be operating it must be reported to the Administrator that day.

28. **LA CIENEGA TENNIS CENTER GARAGE**
325 SOUTH LA CIENEGA BOULEVARD **129,000 S.F.**

A. SPOT CLEANING: DAILY AFTER 1:00PM

B. GENERAL CLEANING: DAILY AFTER 8:00PM
MONDAY THRU SUNDAY

- (1) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramps divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (2) Night maintenance and janitorial staff shall be required to report to parking attendant at booth upon arrival and before departure.

29. **THIRD STREET PARKING STRUCTURE**
9333 W. THIRD STREET **187,000 S.F.**

SCHEDULE:

A. SPOT CLEANING: DAILY AFTER 1PM

B. GENERAL CLEANING: FIVES TIMES PER WEEK AFTER 8PM
MONDAY THRU FRIDAY

- (1) Check elevator cars, lobbies, trash containers, and stairways once a day
- (2) Clean elevator cars, lobbies, empty trash containers five days a week Monday through Friday after 8pm.
- (3) Weekly sweeping and cleaning of walkways, stairwells, landings, curbs interior sidewalks, ramps, divider walls, behind wheel stops, all corners removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by Administrator to perform the work completely and efficiently.

30. **BEVERLY/CANON PARKING FACILITY**
438 N. BEVERLY DR/439 N. CANON. DR. **250,000 S.F.**

SCHEDULE:

| | | | |
|-----------|-------------------------------|---|-----------------------------------|
| A. | SPOT CLEANING: | SATURDAY & SUNDAY | NOON |
| B. | GENERAL CLEANING: | DAILY MONDAY THRU SUNDAY | AFTER 8:00PM |
| C. | TENANT SPACE CLEANING: | DAILY MONDAY – THURSDAY FRIDAY | AFTER 9:30PM AFTER 7PM |
| D. | PROVIDE DAY PORTER | DAILY MONDAY – FRIDAY | 10AM-3PM |

- (1) Re-stock paper goods and other supplies in restrooms.
- (2) Check restrooms, elevator cars and lobbies, and stairwells. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash must be disposed of properly.
- (3) Clean restrooms, elevator cars and lobbies, and stairwells after 8:00 PM. All trash and cigarette receptacles must be emptied and cleaned and all liners replaced.
- (4) Weekly sweeping and cleaning of walkways, stairwell landings, curbs, interior sidewalks, ramp divider walls, behind wheel stops, all corners and removal of any debris lodged in visible areas. Entire facility must be power swept using equipment approved by the Administrator to perform the work completely and efficiently.
- (5) Night maintenance and janitorial staff shall report to parking attendant at booth upon arrival and departure.

C. TENANT SPACE CLEANING:

Custodial contractor shall be responsible as part of this scope of work to clean tenant spaces #207, located at 439 N. Canon Dr., and any additional tenant spaces at the facility that the City may in the future enter into a lease agreement, which calls for the City to provide janitorial services.

Beverly Hills Lingual Institute 439 N. Canon Dr. #207 **7,975 S.F.**

- (1) Empty all trash receptacles in offices, classrooms, and reception areas.
- (2) Vacuum all carpeted areas
- (3) Clean and sanitize coffee bar sink and counter
- (4) Clean whiteboard reels
- (5) Fridays clean whiteboard and reels
- (6) Damp mop marble floor (water only)
- (7) Exterior windows shall be cleaned twice a year outside and once inside.

Johnson & Johnson 439 N. Canon Dr. #200

- (1) Empty all trash receptacles in offices and reception areas
- (2) Vacuum all carpeted areas
- (3) Clean and sanitize coffee bar and counter
- (4) Exterior windows shall be cleaned twice a year outside and once inside.

Keller Williams Real Estate 439 N. Canon Dr. #300 15,762 S. F.

- (1) Empty all trash receptacles in offices and reception areas
- (2) Vacuum all carpeted areas
- (3) Clean and restock restrooms
- (4) Clean lunch room and coffee bar areas
- (5) Clean balcony and patio decks (pressure wash balconies and decks on a quarterly basis)
- (6) Exterior windows shall be cleaned twice a year outside and once inside.

Flagrant Films/WEG Entertainment 439 N. Canon Dr. #220 3,173 S.F

- (1) Empty all trash receptacles in offices and reception areas
- (2) Vacuum all carpeted areas
- (3) Clean coffee bar and counter

31. THE GARDENS BUILDING/MONTAGE GARAGE 25,000 S.F.
232 N. CANON DRIVE

SCHEDULE:

| | | | |
|-----------|------------------------------|--|----------------------------------|
| A. | SPOT CLEANING: | SATURDAY & SUNDAY | 11AM, 1PM, 6PM, 9PM |
| B. | GENERAL CLEANING: | DAILY MONDAY THROUGH SUNDAY | AFTER 11PM |
| C. | TENANT SPACE CLEANING | DAILY MONDAY THROUGH FRIDAY | 1,169 S.F. AFTER 11PM |
| D. | PROVIDE DAY PORTER | MONDAY THOUGH FRIDAY | 10AM – 3PM |

- (1) Re-stock paper goods and other supplies in restrooms.

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- (2) Check restrooms, elevator cars, lobbies, and stairwells. Spot clean any saliva, urine or fecal Matter. Any garbage cans that are full must be emptied and trash disposed of properly. Colonnade area shall be kept debris free during day porter hours and spot mopped as needed, day porter shall also be responsible to spot clean vacant space colonnade glass doors on a daily basis and completely clean on a weekly basis.
- (3) Clean restrooms, elevator cars, lobbies, stairwells, landings, Monday through Sunday after 11pm. All trash and cigarette receptacles must be emptied cleaned and liners replaced.
- (4) Colonnade, loading dock, and trash room areas shall be thoroughly swept and washed on a weekly basis and pressure washed on a monthly basis.
- (5) Montage Garage restrooms (Level P-2) and the lobbies (4 each) for the three City owned elevators shall be cleaned on a nightly basis Monday through Sunday after 11pm.
- (6) Tenant Space Cleaning: Bouchon Restaurant's office space shall be cleaned Monday through Friday after 10PM.

32. 331 N. FOOTHILL ROAD OFFICE BUILDING

331 N. FOOTHILL ROAD

75,000 S.F.

SCHEDULE:

| | | |
|--|--|----------------------------------|
| A. GENERAL CLEANING: | DAILY MONDAY THROUGH FRIDAY | AFTER 6PM |
| B. TENANT SPACE CLEANING (#250, #260, #300) | DAILY MONDAY THROUGH FRIDAY | 24,331 S.F. AFTER 7PM |
| C. PROVIDE DAY PORTER | MONDAY THROUGH FRIDAY | 10AM – 3PM |
| D. CITY CABLE TELEVISION | DAILY MONDAY THROUGH FRIDAY | 6,400 S.F. AFTER 7PM |

- (1) Check restrooms, elevator cars, lobbies, and stairwells. Spot clean any saliva, urine or fecal matter. Any garbage cans that are full must be emptied and trash disposed of properly. Exterior areas shall be kept debris free during day porter hours and spot mopped as needed, day porter shall also be responsible to clean building entrance doors vacant space glass doors on a daily basis, clean debris from lobby floors and hallways on each floor (4) and all restrooms on each of the floors, as well as spot checking the two elevator cabs at the attached parking facility on a regular basis.
- (2) Clean and restock restrooms, elevators, common area hallways, stairways, after 6pm, all trash and cigarette receptacles must be emptied each night.
- (3) Tenant Space #250, #260, and #300 shall be cleaned Monday through Friday after 7pm, all carpeted areas shall be vacuumed, all tile or stone floors shall be mopped with product recommended by manufacturer of tile or stone product, all kitchen or coffee bar counters and sinks shall be cleaned nightly, all trash receptacles shall be emptied and liners replaced nightly.
- (4) City Cable Television offices shall be cleaned Monday through Friday after 7pm, all carpeted areas shall be vacuumed on Mon, Wed, and Fri, nights, all trash receptacles shall be emptied on a nightly basis, vinyl flooring shall be swept and mopped nightly or as needed basis, kitchen counter, and sink shall be cleaned on a nightly basis.

SUPERVISION

The following on-site supervision shall be provided in the performance of this contract:

- A. One (1) Working Supervisor shall be assigned to the account, Monday through Friday, from 8:00AM to 5:00PM, or as designated by the Administrator. This position will be available to:
 - (1) Coordinate daytime cleaning staff, throughout the City in the performance of routine and special cleaning responsibilities at the various facilities.
 - (2) Ensure supply levels of cleaning materials, paper supplies, and equipment are fully stocked at all locations or delivered promptly when needed.

- B. One (1) Supervisor shall be assigned to the account, Monday through Friday, from 6:00PM to 2:00AM. This position will provide immediate supervision of all staff assigned to general cleaning responsibilities in and about the Civic Center facilities, Parks, Parking Structures, and all leased tenant spaces.. Supervisor shall be available by cell phone to assign appropriate response to emergency clean-up requests from locations operating during the designated hours, including unscheduled clean-up at the various parking structures.
 - (1) Saturday, Sunday, and Holidays one (1) supervisor shall be on call at all times to respond to any emergencies at all facilities or any immediate cleaning needs.

All shifts will be properly supervised, and it is anticipated that senior supervisors and/or operations managers will routinely perform site visitations to assure the level and quality of service at each of the service locations.

EXHIBIT "A"
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy (ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS:

| POLICY NUMBER | COMPANY (A. B. C.) | COVERAGE | EXPIR. DATE | LIMITS | | AGGREGATE |
|---------------|--------------------|------------------------------------|-------------|--------|------|-----------|
| | | | | B.I. | P.D. | |
| | | AUTOMOBILE LIABILITY [] | | | | |
| | | GENERAL LIABILITY [] | | | | |
| | | PRODUCTS /COMPLETED OPERATIONS [] | | | | |
| | | BLANKET CONTRACTUAL [] | | | | |
| | | CONTRACTOR'S PROTECTIVE [] | | | | |
| | | PERSONAL INJURY [] | | | | |
| | | OTHER [] | | | | |
| | | EXCESS LIABILITY [] | | | | |
| | | WORKERS' COMPENSATION [] | | | | |

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project:

CUSTODIAL MAINTENANCE SERVICES

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer of employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 day's written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____ BY: _____
Authorized Insurance Representative
AGENCY: _____ TITLE: _____
ADDRESS: _____

EXHIBIT "B"

CITY OF BEVERLY HILLS

APPROVED LIST OF SUPPLIES FOR JANITORIAL SERVICES

The following list of janitorial supplies has been approved for use in the cleaning of City facilities. Contractor shall not use any materials not listed, unless approved in writing by the City.

| <u>PRODUCT NAME</u> | <u>MANUFACTURER</u> |
|---|---------------------|
| 1. "Floor Stripper, Trend "Green Seal Approved" | Maintex |
| 2. Glass Cleaner, Glacier "Green Seal Approved" | Maintex. |
| 3. Oven Cleaner, Green Grill and Oven Cleaner | Maintex |
| 4. Wood & Surface Cleaner, Bio Based #201 | Maintex. |
| 5. Spray and Buff floor restorer, Reception | Maintex |
| 6. Crème Cleanser, True Grit | Maintex |
| 7. "Neutral Floor Cleaner, Tarilwinds Green Seal Approv | Maintex |
| 8. Cleaner/Degreaser, Pristine "Green Seal Approved | Maintex |
| 9. Hard water stain cleaner, Lime Go | Maintex |
| 10. Disinfectant Cleaner, Citra Cide | Maintex |
| 11. Bathroom & Bowl Cleaner, Shimmer Green Seal Appr | Maintex |
| 12. Bleach Free Mildew Remover | Maintex. |
| 13. Pine cleaner/deodorizer, Ecopine | Maintex. |
| 14. Urinal Screen Apple Fragrance | Maintex |
| 15. 389 Preference Multifold towels | Georgia-Pacific |
| 16. #851530 ½ fold Toilet Seat Covers 250 count | Waxie |
| 17. Lan-o-Tone Hand Soap | Waxie |
| 18. 1965 Clean & Soft 2-ply Toilet Tissue | Waxie |
| 19. 18280 Preference 2 ply Toilet Tissue | Georgia-Pacific |
| 20. 13728 2 Ply Toilet Tissue Jumbo | Waxie |
| 21. enMotion Roll Towels #89240 | Georgia-Pacific |
| 22. enMotion Roll Towels #89460 | Georgia-Pacific |
| 23. 24x24 6 mic clear 1000 per case liners | Waxie |
| 24. 30-37 8 mic clear 500 per case liners | Waxie |
| 25. 40x48 14 mic clear 250 per case liners | Waxie |
| 26. Enriched Foam One Shot Soap 1600mil Bottle | Technical Concepts |
| 27. Enriched Foam Soap 1100 mil | Technical Concepts |
| 28. Universal Air Freshener Dispenser | Waxie |
| 29. 160621 Spring Mint Gel refill | Waxie |
| 30. 5456-04 Hand Sanitizer 40.5 fl oz refill | Purell |

NOTE: ALL PAPER PRODUCTS, WHERE POSSIBLE, MUST MEET EPA, POST CONSUMER RECYCLE PRODUCT GUIDELINES.

SECTION 9**BID FORM****October 6, 1999/REVISED BID FORM****Addendum 2**

NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid.

INSTRUCTIONS TO BIDDERS:

Bidders shall complete Section 9, Section A "Cost of Services", in its entirety. For each Facility listed the Bidder shall propose a cost for Labor, Consumable Supplies, Supplies and Equipment, Other and Total Cost per Facility per month. Additionally, the Bidder shall indicate the total proposed Man-hours of service per month per facility, which shall be a factor in bid evaluation. The Bidder shall total each column on Line 35.

Bidders shall complete Section 9, Section B "Non-Scheduled Cost/Additional Services", in its entirety for all requested services.

Bidders shall complete Section 9, Section C "Consumable Supplies" in its entirety, quoting unit prices for all listed supplies or approved equivalent as defined in Appendix B, Exhibit B.

Bidders shall complete Section 9, Section D "Escalation Clause" in its entirety.

Consumable Supplies, Section C, may be severed from this Contract, and awarded separately as may be deemed in the best interest of the City.

SECTION 9

BID FORM

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for **CUSTODIAL MAINTENANCE SERVICES**

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in strict conformity with the Contract Documents, at prices indicated below.

1.0 BID: Total Lump Sum Price _____ (\$ 102,646.66) based on detail price breakdown shown in Section A, Line 35, Column F.

SECTION A

| NO | LOCATION | SQ. FT | A PROPOSED MANHOURS / MONTH | B PROPOSED LABOR COST / MONTH | C CONSUMABLE SUPPLIES / MONTH | D PROPOSED SUPPLIES & EQPT/MONTH | E PROPOSED OTHER COST / MONTH | F (TOTAL PROPOSED COST/MONTH B+C+D+E = F) |
|----|---|------------|--------------------------------------|--|--|---|--|---|
| 1 | POLICE DEPARTMENT | 92,000 | <u>582.90</u> | \$7,565.39 | \$607.20 | \$226.96 | \$4,062.99 | \$12,462.54 |
| 2 | LIBRARY | 92,000 | 600.3 | \$7,799.05 | \$598 | \$233.97 | \$4,191.80 | \$12,822.83 |
| 3 | CITY HALL | 68,000 | 348 | \$4,516.65 | \$442.00 | \$135.50 | \$2,432.74 | \$7,526.89 |
| 4 | INFORMATION TECHNOLOGY/GRAPHIC/PRINT SERVICES | 4,000/9000 | 135.9 | \$1,766.22 | \$84.50 | \$52.99 | \$948.93 | \$2,852.64 |
| 5 | FIRE STATION NO. 1 | 6,566 | 27.2 | \$353.84 | \$40.83 | \$10.62 | \$190.36 | \$595.68 |
| 6 | CPR TRAINING ROOM AND OFFICE | 1,000 | 10.9 | \$141.15 | \$11.26 | \$4.23 | \$75.97 | \$232.62 |
| 7 | FITNESS CENTER | 4,678 | 60.9 | \$790.41 | \$29.94 | \$23.71 | \$423.25 | \$1267.32 |
| 8 | PUBLIC WORKS WATER TREATMENT FACILITY | 32,000 | 177.33 | \$2,302.63 | \$1,152.00 | \$69.08 | \$1,258.13 | \$4,781.84 |
| 9 | FACILITIES SERVICES TRAILER | 1,520 | 10.9 | \$141.15 | \$9.88 | \$4.23 | \$75.94 | \$231.20 |
| 10 | LA CIENEGA PARK COMMUNITY CENTER/RESTROOMS | 7,540 | 180.1 | \$2,338.46 | \$241.28 | \$70.15 | \$1,258.32 | \$3,908.21 |
| 11 | ROXBURY PARK COMMUNITY CENTER/RESTROOMS | 12,330 | 214.5 | \$2,784.21 | \$406.89 | \$83.53 | \$1,500.20 | \$4,774.83 |

| | | | | | | | | |
|----|---|---------|-------|------------|----------|---------|----------|------------|
| 12 | LA CIENEGA TENNIS CENTER | 6,439 | 97.7 | \$1,268.07 | \$212.49 | \$38.04 | \$682.21 | \$2,200.81 |
| 13 | COLDWATER PARK DAY CARE CENTER/RESTROOMS | 1,230 | 15.2 | \$198.15 | \$89.79 | \$5.94 | \$107.58 | \$401.46 |
| 14 | ROXBURY PARK CLUBHOUSE | 2,964 | 63.9 | \$817.58 | \$115.60 | \$24.53 | \$443.45 | \$1401.15 |
| 15 | FLEET SERVICES CENTER | 16,000 | 91.4 | \$1,85.62 | \$624.00 | \$35.57 | \$646.46 | \$2491.65 |
| 16 | WILL ROGERS PARK | 126 | 7.6 | \$98.80 | \$13.86 | \$2.96 | \$53.11 | \$168.73 |
| 17 | GREYSTONE PARK, GATHEHOUSE PARKS PERSONNEL TRAILER, PUBLIC RESTROOMS AND RANGER STATION | 2,000 | 15.2 | \$194.38 | \$64.00 | \$5.83 | \$106.25 | \$370.46 |
| 18 | BEVERLY GARDENS PARK | 252 | 41.3 | \$538.31 | \$21.67 | \$16.15 | \$287.93 | \$864.06 |
| 19 | CAMDEN PARKING STRUCTURE RESTROOMS ELEV. STAIRWELLS | 154,000 | 42.4 | \$550.47 | \$75.46 | \$16.51 | \$296.06 | \$938.50 |
| 20 | N. BEVERLY PARKING STRUCTURE, RESTROOMS, ELEV. STAIRWELLS | 146,000 | 45.7 | \$592.81 | \$37.96 | \$17.78 | \$317.75 | \$966.30 |
| 21 | BEDFOR PARKING STRUCTURE RESTROOMS, ELEVATORS, AND STAIRWELLS | 205,000 | 42.4 | \$550.47 | \$41.04 | \$16.51 | \$295.37 | \$903.39 |
| 22 | SOUTH BEVERLY PARKING STRUTURE RESTROOMS ELEV. STAIRWELLS | 90,500 | 45.7 | \$604.91 | \$18.10 | \$18.15 | \$319.94 | \$961.10 |
| 23 | RODEO PARKING STRUCTURE RESTROOMS ELEV. STAIRWELLS | 126,000 | 39.2 | \$510.54 | \$25.20 | \$15.32 | \$273.14 | \$824.20 |
| 24 | CRESCENT PARKING STUCTUR E A NORTH RESTROOMS, ELEVATORS, AND STAIRWELLS | 247,900 | 42.4 | \$554.96 | \$74.37 | \$16.65 | \$297.00 | \$942.98 |
| 25 | CRESCENT PARKING STRUCTURE A SOUTH, RESTROOMS, ELEVATORS, AND STAIRWELLS | 345,120 | 45.7 | \$595.23 | \$103.54 | \$17.86 | \$319.58 | \$1036.20 |
| 26 | CIVIC CENTER PARKING STUCTURE RESTRMS,ELEVATORS & STAIRWELLS | 216,400 | 45.7 | \$298.82 | \$32.46 | \$8.96 | \$254.64 | \$594.89 |
| 27 | SANTA MONICA FIVE PARKING STRUCTURES | 195,000 | 45.7 | \$597.65 | \$42.90 | \$17.93 | \$318.88 | \$977.36 |
| 28 | LA CIENEGA TENNIS GARAGE | 129,000 | 39.2 | \$510.54 | \$39.99 | \$15.32 | \$273.43 | \$839.28 |
| 29 | THIRD STREET PARKING | 187,000 | 27.8 | \$361.33 | \$0 | \$10.84 | \$193.76 | \$565.93 |
| 30 | BEVERLY – CANON PARKING STRUCTURE | 250,000 | 139.2 | \$1,818.18 | \$332.50 | \$54.55 | \$977.91 | \$3,183.14 |
| C | TENANT SPACE # 200 JOHNSON & JOHNSON | 3,153 | 21.8 | \$277.68 | \$123.30 | \$8.33 | \$152.97 | \$562.28 |
| D | TENANT SPACE #207 B.H. LINGUAL INSTITUTE | 7,975 | 32.6 | \$423.44 | \$127.60 | \$12.70 | \$229.79 | \$793.53 |
| E | TENANT SPACE #220 FLAGRANT FILMS | 3,173 | 10.9 | \$141.15 | \$0 | \$4.23 | \$90.09 | \$235.47 |

| | | | | | | | | |
|----|---|-----------|----------|-------------|------------|------------|-------------|--------------|
| F | TENANT SPACE #300 KELLER-WILLIAMS REAL ESTATE | 15,762 | 59.8 | \$776.30 | \$201.12 | \$23.29 | \$420.68 | \$1,421.38 |
| G | TENANT SPACE #220 A MINDJOLT | 3,173 | 10.9 | \$141.15 | \$0 | \$4.23 | \$90.09 | \$235.47 |
| 31 | THE GARDENS BUILDING/MONTAGE GARAGE | 25,000 | 200.1 | \$2,597.07 | \$98.44 | \$77.91 | \$1,393.41 | \$4,166.84 |
| A | TENANT SPACE BOUCHON ADMIN OFFICE | 1,169 | 15.23 | \$197.60 | \$0 | \$5.93 | \$105.66 | \$309.19 |
| 32 | 331 N. FOOTHILL ROAD OFFICE BUILDING | 75,000 | 352.4 | \$4,573.11 | \$0 | \$137.19 | \$2,448.08 | \$7,158.38 |
| A | TENANT SPACE #250, #260, #300 PARTICIPANT MEDIA | 24,331 | 92.4 | \$1204.63 | \$0 | \$36.14 | \$682.67 | \$1,923.44 |
| B | CITY OF BEVERLY HILLS CABLE TELEVISION OFFICE | 6,400 | 38.1 | \$494.01 | \$0 | \$14.82 | \$264.16 | \$772.99 |
| 33 | SUPERVISION | | 348 | \$8507.89 | \$0 | \$170.16 | \$3,292.81 | \$11,970.86 |
| 34 | VEHICLE LEASE & MAINTENANCE | | 0 | \$0 | \$0 | \$1,000.00 | \$8.64 | \$1,008.64 |
| 35 | TOTAL MONTHLY BASE COST (SUM OF #1 THRU #35) | 2,803,701 | 4,464.56 | \$60,494.39 | \$6,139.17 | \$2,765.30 | \$32,062.13 | \$102,646.66 |

SECTION B
NON-SCHEDULED COST/ADDITIONAL SERVICES

- A. DAY PORTER \$ 21.95 per man-hour
- B. UTILITY WORKER (daytime) \$ 20.39 per man-hour
- C. UTILITY WORKER (after 6:00 pm.) \$ 20.39 per man-hour
- D. UTILITY WORKER (after 8:00 pm.) \$ 20.39 per man-hour
- E. UTILITY WORKER (after 10:00 pm.) \$ 20.39 per man-hour
- F. WORKING SUPERVISOR (day) \$ 23.52 per man-hour
- G. WORKING SUPERVISOR (night) \$ 23.52 per man-hour
- H. UTILITY WORKER (daytime) \$ 20.39 per man-hour
- I. SUPERVISOR (night) \$ 28.22 per man-hour
- J. CARPET CLEANING (shampoo) \$.08 per square ft.
- K. UPHOLSTERY CLEANING \$ _____ per square ft.
- L. DRAPERY CLEANING \$ _____ per square ft.
- M. PRESSURE WASHING \$ _____ per square ft.

SECTION C

SUPPLIES

| | Product Name | Manufacturer | Price |
|----|--|--------------------------|----------------|
| 1 | EnMOTION 89240 roll towel | Georgia Pacific | \$ 47.19 /case |
| 2 | EnMotion 89460 roll towel | Georgia Pacific | \$ 47.01 /case |
| 3 | ½ fold toilet seat cover | | \$ 29.70 /case |
| 4 | Pink Liquid hand soap | | \$ 19.96 /case |
| 5 | Liners, 24x24 clear 6 mic | | \$ 12.22 /case |
| 6 | Liners, 30x37 clear 8 mic | | \$ 14.04 /case |
| 7 | <i>Liners, 40x48 clear 14 mic</i> | | \$ 28.33 /case |
| 8 | Two-ply bathroom tissue | 18280 Preference 2ply GP | \$ 34.00 /case |
| 9 | TC foam one shot soap 1600 mil bottle | Technical Concepts | \$ 70.62 /case |
| 10 | TC foam soap 1100 mil | Technical Concepts | \$ 62.63 /case |
| 11 | 5456-04 Hand Sanitizer 40.5 fl. Oz. refill | Purell | \$ 56.11 /case |
| 12 | 13728 2 ply toilet tissue jumbo | American Paper | \$ 19.17 /case |
| 13 | 389 Preference multi fold towels | Georgia-Pacific | \$ 20.27 /case |
| 14 | 1965 2 ply toilet | American Paper | \$ 41.48 /case |
| 15 | Urinal Screens | | \$ 11.05 /case |

SECTION D.
WINDOW WASHING.

| <u>FACILITY</u> | <u>ADDRESS</u> | <u>SCHEDULE</u> | <u>COST</u> |
|---------------------|---|-------------------|----------------|
| City Hall | 455 Rexford Dr. | 1 in 1 out | <u>\$3,760</u> |
| Police Dept. | 464 Rexford Dr. | 1 in 1 out | <u>\$2,545</u> |
| Library | 444 Rexford Dr. | 1 in 1 out | <u>\$1,980</u> |
| Fire Dept | 445 Rexford Dr. | 1 in 1 out | <u>\$1,550</u> |
| Public Works | 345 Foothill Rd. | 1 in 1 out | <u>\$1,750</u> |
| La Cinega Tennis | 325 S. La Cienega | 1 in 1 out | <u>\$450</u> |
| Fleet Services | 9355 W. Third St. | 1 in 1 out | <u>\$250</u> |
| 331 Office Bldg. | 331 N. Foothil Rd. | twice out/once in | <u>\$4,330</u> |
| The Gardens Bldg. | 240 N. Canon Dr. | twice out/once in | <u>\$1,220</u> |
| Third Street Garage | 9333 W. Third St. | 1 in 1 out | <u>\$560</u> |
| Beverly/Canon | 439 N. Canond Dr. 2 nd & 3 rd floor tenants only | twice out 1 in | <u>\$1,425</u> |

Roxbury Park 471 S. Roxbury Dr. 1 in 1 out
Community Center/Clubhouse

\$350

Bedford Parking 461 N. Bedford Dr. 1 in 1 out

\$775

SECTION E

Garage Power Sweeping

(All garages swept weekly accept as indicated)

| Facility | Square Feet | Spaces | Monthly Price |
|--------------------|-------------|--------|---------------|
| 216 S Beverly Dr. | 90,000 | 233 | \$ 465.00 |
| 345 N Beverly Dr. | 146,000 | 275 | \$ 345.00 |
| 438 N Beverly Dr. | 200,000 | 400 | \$ 470.00 |
| 464 N Bedford Dr. | 205,200 | 471 | \$ 470.00 |
| 9510 Brighton Way | 126,000 | 249 | \$ 340.00 |
| 439 N Canon Dr. | 200,000 | 400 | \$ 470.00 |
| 440 N Camen Dr | 154,000 | 364 | \$ 460.00 |
| 450 N Rexford Dr. | 216,400 | 560 | \$ 470.00 |
| 221 N Crescent Dr. | 345,120 | 733 | \$ 535.00 |
| 333 N Crescent Dr. | 247,000 | 515 | \$ 345.00 |
| 9531 Dayton Way | 103,870 | 221 | \$ 320.00 |
| 321 N La Cienega | 129,000 | 319 | \$ 305.00 |
| 485 N Beverly Dr | 35,280 | 72 | \$ 305.00 |
| 485 N Rodeo Dr | 33,810 | 69 | \$ 305.00 |
| 485 N Camden Dr | 35,280 | 72 | \$ 305.00 |
| 485 N Bedford Dr. | 34,790 | 71 | \$ 305.00 |
| 485 N Roxbury Dr | 55,370 | 113 | \$ 305.00 |
| 444 N Rexford Dr | 49,950 | 117 | \$ 45.83 |
| 464 N Rexford Dr | 38,500 | 80 | \$ 103.33 |
| | Monthly | Total | \$ 6,669.17 |

464 N. REXFORD DR. (semi annual)

SECTION F

Carpet Cleaning Annual Steam Cleaning of all carpeted areas by facility Cost per year

| Facility | Square Footage | Annual Price |
|--|----------------|--------------|
| City Hall | 41,690 | \$ 3,752.10 |
| Police Department | 30,000 | \$ 2,700.00 |
| Library | 41,500 | \$ 3,735.00 |
| IT Department | 4,500 | \$ 405.00 |
| Public Works Facility | 13,500 | \$ 1,215.00 |
| Fleet Sevices Center | 144 | \$ 90.00 |
| La Cienega Community Center | 1,000 | \$ 90.00 |
| La Cienega Tennis Center | 1,000 | \$ 90.00 |
| Roxbury Park Community Center/Roxbury Park Clubhouse | 2,000 | \$ 180.00 |
| Coldwater Park Pre-School | 1,200 | \$ 108.00 |
| Greystone Park Gatehouse | 2,000 | \$ 180.00 |
| Beverly Canon Common Areas | 10,000 | \$ 900.00 |
| Fires Station #1 | 1,250 | \$ 112.50 |

ESCALATION CLAUSE

It is understood and agreed that the prices shown throughout this document shall apply throughout the term of the issued purchase order and any extensions thereof. Should this Contract extend beyond the first year, the following percentage for escalation of costs, shall be applied to the first year base bid, as indicated. It is further understood that extension of this Contract is at the City's sole discretion.

COST/PERCENTAGES BASED ON CURRENT MONTHLY COST OF:

| | | | |
|-------------|--|----------------|---------------------------------------|
| Effective: | One year from date of original contract | | |
| Year Two: | Escalation : | add <u>5</u> % | \$ <u>5,132.33</u> increase per month |
| | | total cost: | \$ <u>107,778.99</u> per month |
| Effective: | Two years from date of original contract | | |
| Year Three: | Escalation: | add <u>5</u> % | \$ <u>5,388.94</u> increase per month |
| | | total cost: | \$ <u>113,167.93</u> per month |
| Effective: | Three years from date of original contract | | |
| Year Four: | Escalation: | add <u>5</u> % | \$ <u>5,658.39</u> increase per month |
| | | total cost: | \$ <u>118,826.32</u> per month |
| Effective: | Four years from date of original contract | | |
| Year Five: | Escalation: | add <u>5</u> % | \$ <u>5,41.31</u> increase per month |
| | | total cost: | \$ <u>124,767.63</u> per month |

No other adjustment in the cost of this work shall be made except for additions or deletions in the Scope of Work

2.0 TIME OF PERFORMANCE - Contractor proposes to mobilize forces to fully implement the Scope of Work from the Date of Notice to Proceed within 30 calendar days.

Respectively submitted,

A handwritten signature in black ink, appearing to be "R. H. Hahn", written over a horizontal line.

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status.** The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by Able Building Maintenance
(Name of Firm)

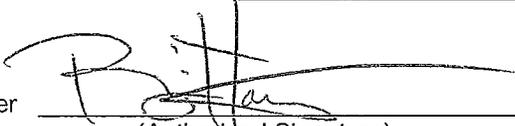
Legal status of bidder: Please check the appropriate box

A. Corporation ; State of Incorporation California Date: 09/02/1960

B. Partnership ; List Names _____

C. DBA ; State full name Crown Building Maintenance Co., Inc. DBA
Able Building Maintenance

D. Other ; Explain _____

Signature of Bidder  Title Vice President
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address 2601 South Figueroa St. City Los Angeles Zip 90007

Telephone # (213) 765-7805

Signed this 22 day of June 2010

Bidder acknowledges receipt of the following Addenda:

| <u>ADDENDUM NO.</u> | <u>BIDDER'S INITIALS</u> |
|---------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 7: ADDITIONAL FORMS

7. Additional Forms

- a. Experience Form
- b. Affidavit of Non-Collusion
- c. Statement Acknowledging Obligation To Comply With California Labor Laws
- d. Certificate of Insurance
- e. Bidder's Check List

EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE

The Proposer shall provide fully the following information. Failure to fully complete the required information shall render the Proposal non-responsive and eliminate the proposal from further consideration.

Experience must include municipal/government or large commercial/retail properties.

1. Proposer has been engaged in the Custodial Services business under the present business name Able Building Maintenance for 84 years.

Business license # N/A, jurisdiction _____.

2. Proposer will provide union employees for this contract from Local # 1877 of the United Services Workers - West union.

a. Attach documentation verifying the collective bargaining agreement with the listed union.

3. The Proposer is currently providing custodial/janitorial services to 16 clients in which the annual contract amount exceeds \$500,000 and the total floor area serviced exceeds one million square feet.

4. For all clients referenced in Question #3, the Proposer will provide on company business letterhead:

Please See Section 7 for References

a) Client business name, location, and personal contact with telephone number.

b) Scope of Work including description of services provided, number and type of buildings serviced, total square footage serviced.

c) Total staff assigned to project, including number of supervisors.

- d) Annual contract cost.

- e) Number of years the Proposer has continuously serviced the account.

The Proposer understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals.

**AFFIDAVIT OF NON-COLLUSION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

State of California)
) ss.
County of Los Angeles)

Billy Hatler, being first duly sworn, deposes and says that he or she is
Vice President of Able Building Maintenance the party making the foregoing

bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Able Building Maintenance
Contractor

Mr. Billy Hatler

ATTACH APPROPRIATE
NOTARY ACKNOWLEDGMENTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6/22/2010 before me, VACHE AMIRIAN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Billy Hatler
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Vache Amirian
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Affidavit of Non-Collusion

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

**STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY
WITH CALIFORNIA LABOR LAW**

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776, by itself and all of its subcontractors.

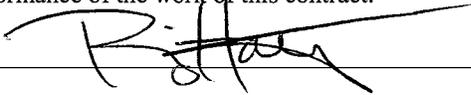
Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that Contractor is responsible for compliance with Section 1777.5 and for the compliance of all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

California Labor Code Sections 1860 and 3700, provide that every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: 06/22/2010

Signature: 

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

- 1. **BID**
Signed by Bidder X

- 2. **AFFIDAVIT OF NONCOLLUSION**
Enclosed X
Signed by Bidder (Notarized signature required)

- 3. **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**
Enclosed X

Signed by Bidder

- 4. **SECTION 6: SIGNATURE AND LEGAL STATUS**
Enclosed X

Signed by Bidder

- 5. **SECTION 7: EXPERIENCE FORM**
Enclosed X

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.