



# REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES FOR CITY FACILITIES

PROPOSAL INSTRUCTIONS, GENERAL CONDITIONS,  
SCOPE OF WORK, CONTRACTORS SELECTION AND  
CONTRACT AWARD

**Mandatory Bidders Meeting: Friday, August 28, 2020 at 9:00AM**  
**Proposals Due: Thursday, September 3, 2020 at 3:00PM**

**CITY OF BALDWIN PARK**  
**Recreation and Community Services**  
**Building Maintenance Division**

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**NOTICE INVITING SEALED BIDS**

The City of Baldwin Park invites sealed bids on the following:

**JANITORIAL MAINTENANCE SERVICES FOR CITY FACILITIES**

Sealed bids will be received up to the hour of **3:00PM** at the Esther Snyder Community Center Front Counter on **Thursday, September 3, 2020**. All bids received will be publicly opened and declared at the Esther Snyder Community Center Front Counter (4100 Baldwin Park Blvd., Baldwin, California 91706). It is anticipated the bids will be presented to the City Council soon thereafter for award of contract.

The Bidder's Packet, which includes the specifications, proposal sheet, and other documents, may be obtained from the Department of Recreation and Community Services at 4100 Baldwin Park Blvd., Baldwin Park, California 91706, (626) 388-0565 or e-mail at [mmoreno@baldwinpark.com](mailto:mmoreno@baldwinpark.com).

All bidders interested in additional information may contact Maria Moreno at (626) 388-0565 Monday through Thursday, between the hours of 8:00AM and 3:30PM.

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Maria Moreno  
Operations Supervisor  
City of Baldwin Park

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Date

**PART 1**

**INTRODUCTION AND INSTRUCTIONS TO BIDDERS**

1. **GENERAL SCOPE OF WORK:** The scope of this contract shall be to furnish all labor, equipment, tools, cleansers and disinfectants to do all work necessary to perform the required janitorial services at the following locations:

<b>SITE</b>	<b>ADDRESS</b>
City Hall: Council Chambers, Basement, 1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> Floors	14403 E. Pacific Avenue
Baldwin Park Parking Structure (5 levels)	14403 E. Pacific Avenue
Arts & Recreation Center (ARC) 2 Story	14403-B E. Pacific Avenue
Esther Snyder Community Center, Morgan Park Restrooms and Julia McNeill Senior Center	4100 Baldwin Park Boulevard
Teri G. Muse Family Service Center	14305 Morgan Street
Teen Center & Skate Park and Hilda L. Solis Park Restrooms	15010 Badillo Avenue
Barnes Park Family Recreation Center	3251 Patritti Avenue
Walnut Creek Nature Park (Restrooms)	701 N. Frazier Avenue
Hamilton City Yard	13135 Garvey Avenue

**NOTE:**

- a. City will furnish storage areas for cleaning supplies and miscellaneous paper goods such as trashcan liners, toilet paper, paper towel, hand soap, etc.
  - b. All employees must submit to a complete background check through the State of California Department of Justice and the FBI. Said check must be completed prior to receiving access to secure areas or where children are present. Anyone working in the Police Department will need to comply with the CJIS Training. It will be the responsibility of the contractor to arrange with the Baldwin Park Police Department for this process as well as the cost associated.
  - c. A day porter shall be scheduled daily for general cleaning at the Police Department for a minimum of 2 hours during business hours. This is to service the restricted areas.
2. **MANDATORY PRE-BID MEETING:** A mandatory pre-bid meeting is scheduled for 9:00AM, Friday, August 28, 2020 for all interested bidders. All participants will assemble at the Julia McNeill Community Center, located at 4100 Baldwin Park Blvd., Baldwin Park, CA. Bidders **MUST ATTEND** the pre-meeting to address questions and tour areas of the two (2) major facilities.
3. **PROPOSAL FORM:** All proposals must be on the forms furnished by the City, completed in full, and signed by the authorized representative of the organization providing the bid. All items and statements shall be properly filled out. Numbers shall

be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in long hand. Prices, wording, and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

4. **SIGNATURE:** The proposal shall bear the signature of the person or persons duly authorized to sign the bid. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with to signatures: one form from the Chairman of the Board, the President, or Vice-President, and one form from the Secretary, Chief Financial officer, or Assistant Treasurer. Alternatively, the signatures of other authorized officers or agents may be affixed, if duly authorized by the corporation. The proposal shall include the title of such signatories below the signature and shall bear the corporate seal. In the event that the bidder is a joint venture or partnership, the bidder shall submit certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership who shall sign all necessary documents for the joint venture or partnership, and who shall act on all matters relative to the contract resulting therefore for the joint venture or partnership. If bidder is an individual, his signature and post office address must be shown.
5. **FORM AND DELIVER OF BIDS:** The complete bid shall be enclosed in a sealed envelope, addressed and delivered or mailed to the City, and must be received on or before the time set forth in the notice calling for bids for the opening of bids. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the contract designation, and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the notice calling for bids for the opening of bids, the sealed bids shall be opened and read aloud at the City's offices.
6. **BID SECURITY:** Each bid should be accompanied by a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the total bid amounts stated in the bid. Said check or bond shall be made payable to the City and shall be given as a guarantee that the bidder, if awarded the work, will enter into an agreement within five working days after award of the contract, and will furnish, on the prescribed forms, the necessary insurance certificates, and those security devices in accordance with the contract documents. In case of refusal or failure to enter into the agreement, the check or bid bond, as the case may be, shall be forfeited to the City.
7. **MODIFICATIONS:** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the contract documents may result in the City's rejection of the bid as not being responsive to the invitation to bid.
8. **ERASURES INCONSISTENT OR ILLEGIBLE BIDS:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency, and is suitably authenticated by signatures of the person or

persons signing the bid. In the event that City determines that any bid is unintelligible, inconsistent or ambiguous, the City may reject such bid as not being responsive to the invitation to bid.

9. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** At its own expense and prior to submitting its bid, each bidder shall examine the contract documents; visit the site and determine the local conditions which may in any way affect the performance of the work, including the prevailing wages and other relevant factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the contract documents. The contract documents show and describe the existing conditions as they are believed to be, and City shall not be liable for any loss sustained by the bidder resulting from any variance between the conditions and design data given in the contract documents and the actual conditions revealed during the bidder's examination or during the progress of the work.
10. **WITHDRAWAL OF BIDS:** Any bid may be withdrawn, either personally or by written request, at anytime prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand.
11. **AGREEMENTS AND BONDS:** The agreements form which the successful bidder, as Contractor, will be required to execute, and the form of the payment bids which such Contractor will be required to furnish in accordance with Civil Code Section 3247 prior to execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. Unless otherwise specified, the payment bond shall be in the amount of fifty percent (50%) of the amount of the contract. The Contractor may also be required to furnish a performance bond in the amount of one hundred percent (100%) of the contract and in the form included in the contract documents, and certificates of insurance as required in the contract, all prior to execution of the contract.
12. **INTERPRETATION OF DOCUMENTS:** If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from same, a written request for an interpretation or correction thereof may be submitted to the City. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by the City, and a copy of such addendum will be mailed or delivered to each bidder receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral interpretation be binding on the City.
13. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a

bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

14. **AWARD OF CONTRACT:** City reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, the City will determine in its discretion, which bid will be accepted. The award of the contract, if made by the City, will be by action of the City Council and to the lowest responsible bidder, therefore from among those bidders responsive to the call for bids. In the event an award is made to a bidder, and such bidder fails or refuses to execute the contract and provide the required documents within then (10) days after notification of the award of the contract to bidder, the City may award the contract to the next lowest bidder or release all bidders.
15. **ALTERNATES:** If alternate bids are called for, the contract may be awarded at the election of the City Council to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.
16. **COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a bid, each bidder agrees that the City, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the work.  
  
City may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City. In this regard, City may conduct such investigations as City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to the City's satisfaction within the prescribed time; and the City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the City. No bid for the work will be accepted from a contractor who is not licensed in accordance with applicable State Law.
17. **LISTING SUBCONTRACTOR:** Each bidder shall submit, on the form furnished with the contract documents, a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.
18. **CONTRACTOR'S LICENSE:** If, at the time the bids are submitted, bidder is not licensed to perform the project in accordance with the law; such bid will not be considered.



19. **ANTI-DISCRIMINATION:** It is the policy of the City that in connection with all work performed under contracts, there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.
20. **HOLD HARMLESS:** The Contractor shall defend, indemnify and hold harmless City, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the City, its officers, employees, agent or independent contractors who are directly employed by the City, and except for liability resulting from the active negligence of the City.
  - b. Any injury to or death of persons or damage to property caused by any act, neglect, default of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including City, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off City property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the City.
  - c. The Contractor, at Contractor's own expense, cost, and risk shall defend: At City's request, any and all actions, suits or other proceedings that may be brought or instituted against City, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
21. **INSURANCE:** Contractor shall secure, maintain in full force and effect and bear the cost of complete Workers' compensation Insurance in accordance with the Labor Code, for the duration of the project or contract and shall furnish to the City prior to the execution of the contract, a certificate of Workers' Compensation Insurance, which meets the requirements of Section 3700 of the Labor Code. Neither City nor any of its officers or employees shall be responsible for any claims or suit in law or equity

occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

During the performance of the work and until its acceptance by City, Contractor shall maintain in force public liability and property damage insurance in an amount acceptable to City's Risk Manager to cover all awards judgments for any death, injury, loss or damage arising out of the performance of the work by Contractor.

Public liability insurance shall be in an amount of not less than one million dollars (\$1,000,000) for injuries, including accidental death, to any one person or one accident. Property damage insurance shall be in an amount of not less than one million dollars (\$1,000,000). Such insurance shall have the City of Baldwin Park as the named co-insured. Contractor shall furnish the City concurrently with execution of the contract a valid endorsement of Liability Insurance and Workers' Compensation in the amounts prescribed.

22. **ROUTINE INSPECTIONS:** The Director of Recreation and Community Services or his authorized agent shall at all times have access to the work, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the workmanship and equipment used and employed in the work. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract.

23. **PERFORMANCE OF WORK:** Contractor shall furnish all materials, tools equipment, safety equipment and labor necessary to perform in a good and workmanlike manner, the work as called for, in the manner designated in, and in strict conformity with, the instructions for said work.

For non-performance or non-compliance, City shall withhold compensation for any period during which Contractor fails, in total or in part, to satisfactorily perform the full scope of work as set forth in the contract documents as indicated under Liquidated Damages.

24. **CONTRACT DURATION AND LIQUIDATED DAMAGES:** All work must be completed within the time limits set forth in the specifications. It is agreed that damages for the failure of the Contractor to complete the total work described herein within the time limits required are impossible to ascertain but that the sum of two hundred dollars (\$200.00) per day is a reasonable estimate. Should the work not be completed within the specified time for completion, the Contractor shall be liable for liquidated damages; payable to the City, in the amount of two hundred dollars (\$200.00) for each calendar day of delay in completion.

25. **SCHEDULE OF WORK AND HOURS OF OPERATION:** Contractor shall complete all of the work as during non-operation hours as indicated for each facility on page 22 and shall provide a schedule at the commencement of the contract as indicated in the Minimum Frequency Schedule.

26. **CONTRACT TERM:** The contract shall be valid for **12 months** for the work as described in the Bid Proposal and specifications and may be terminated at any time by

a majority vote of the City Council. At the option of the City, the Agreement may be extended for four (4) additional one-year terms based upon acceptable performance by the Contractor, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm as submitted in the initial RFP. Should the option to renew for additional years be exercised, City and Contractor shall negotiate any and all price modifications. The contract shall not be assignable or transferable by either party without the express written consent of the other party.

27. **COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS:** Contractor shall comply with all applicable Federal, State of California, Los Angeles County and City statutes, ordinances and regulations.
28. **GOVERNING LAW AND PARTIAL INVALIDITY:** The laws of the State of California shall govern this Agreement. If any provision in the contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in force.
29. **CITY LICENSE:** The successful bidder will be required to have or obtain and maintain a valid City of Baldwin Park Business License. Subcontractors are also required to obtain and maintain a valid City of Baldwin Park Business License.
30. **PREVAILING WAGES:** Prevailing wages as prescribed by the Labor Code of the State of California and as published by the Department of Industrial Relations shall apply for the various job classifications employed in this work.
31. **BONDS:** All bonds obtained for this contract shall be from an “A” rated surety company that is admitted to do business in the State of California, and is acceptable to the City’s Risk Manager.

## Part 2

### GENERAL CONDITIONS

1. **REPRESENTATIVES:** The Director of Recreation and Community Services shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the Contract Documents. Instructions and information given by the Director to the Contractor's Representative shall be the same as if communicated directly to the Contractor. The decision(s) of the Director shall be final and binding on all questions concerning the acceptability of materials, supplies or machinery, the classification of materials or supplies, and execution of the work. The Director will make periodic observations of materials and completed work to observe their compliance with the Contract Documents, but he/she is not responsible for the site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.
2. **PROPOSED COSTS:** The monthly prices and lump sum amounts to be paid for the areas listed in the Compensation Schedules shall include full compensation for furnishing all labor, cleaning supplies, vehicles, equipment and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, mobilization, public convenience and safety, storage of equipment and materials, security against theft and vandalism, clean-up and all other items incidental to the work.
3. **CONTRACTOR STAFF/EMPLOYEES & WORKERS:** The Contractor shall provide sufficient personnel to perform all work in accordance with this RFP. At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. A qualified, English-speaking foreman in the employ of the Contractor shall supervise all of the Contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be able to communicate both orally and in writing in English and a crew shall consist of no less than two (2) employees. At no time, shall the Contractor provide less than two persons at each site. Contractor shall require employees to wear a uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work shoes and uniform clothing with a name badge and photo ID. If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Director, or is in the opinion of the Director, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he/she shall be discharged from the facility immediately, and shall not again be employed on the work except with the written consent of the Director.
4. **WORK SCHEDULE:** The Contractor shall accomplish all maintenance required under this RFP between the hours of 10:00PM and 5:00AM, Monday through Sunday including holidays, except as where noted in the Minimum Frequency Schedules. Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, permission to perform maintenance at other hours. Special

notification listing exact dates for infrequent operations shall be furnished to the Director at least five (5) days prior to performing these operations. The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable prosecution of the work.

5. **VEHICLE LIMITATIONS:** The Contractor shall at no time drive vehicles on turf or sidewalks for any reason unless prior authorization has been granted.
6. **TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY:** The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
7. **WAIVER:** A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.
8. **DATA TO BE FURNISHED BY THE CONTRACTOR:** The Contractor shall furnish the Director with such information as it may desire respecting the progress and manner of the work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site and other pertinent data. This may be requested at any time, and must be turned over to the City within five (5) days of request.
9. **CONTRACTORS OPERATIONS/STORAGE:** Storage space for small equipment will be provided by the City, any other needs required for its maintenance operations, should be provide by the Contractor at its own expense. City will furnish storage areas for cleaning supplies and miscellaneous paper goods such as trash liners, toilet paper, paper towels, hand soap, etc.
10. **OFFICE, TELEPHONE & RADIOS:** Contractor is required to maintain an office and provide telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor staff shall be capable of communicating with City staff using cellular phones.
11. **SIGNAGE:** Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. All signs used by the Contractor shall be kept "Graffiti Free" at all times. Contractor shall not post advertising signs and/or banners within the maintained areas. Contractor shall remove all unauthorized signs and advertising within the maintained areas.
12. **INDEPENDENT CONTRACTOR:** The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

13. **CONTRACTOR CUSTOMER SERVICE STANDARDS:** The Contractor shall at all times represent the City in a professional, friendly and efficient manner.

### Part 3

#### **PERFORMANCE OF THE WORK**

1. **PERFORMANCE OF WORK – GENERAL:** Contractor shall, at its own cost and expense, furnish all necessary materials, supplies, labor, transportation, and equipment for doing and performing work required under this RFP. Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Director; and that both work and materials will meet fully the requirements of this RFP.
2. **NO ASSIGNMENT OR DELEGATION:** Contractor shall not assign or delegate the duties or obligation under this Contract or its interest therein in whole or in part without the prior written consent of the City, which may be withheld at the City's sole discretion.
3. **DEFECTIVE WORK:** The Contractor shall redo at its own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the work, the City at the expense of the Contractor, plus 30% for overhead expenses may perform it, and Contractor's sureties shall be liable.
4. **COMMUNICATIONS REGARDING THE WORK:** After award of the Contract, all communications regarding the work covered by this RFP shall be addressed and mailed, or hand delivered to:  
  
Maria Moreno, Operations Supervisor  
City of Baldwin Park  
4100 Baldwin Park Blvd.  
Baldwin Park, CA 91706  
  
Phone: 626-388-0565  
E-mail: mmoreno@baldwinpark.com
5. **EMERGENCY WORK:** In case of an emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the City of the emergency and the action taken immediately thereafter. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from Contractor's payment as provided in the Contract Documents. The performance of emergency work by City forces will not relieve the Contractor of any of its responsibilities, obligations, or liabilities under the Contract.
6. **SUBCONTRACTORS:** All subcontracts, if any, shall contain a reference to the Contract between the City and the Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Nothing contained in this RFP shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be

considered the employer of any subcontractor, and is fully responsible to the City for the acts and omissions of persons employed by them as he/she is for the acts and omissions of persons directly employed by Contractor. The Contractor shall be responsible for the coordination of the subcontractors, and material suppliers engaged upon its work. It shall be Contractor's duty to see that all of its subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers are remedied at Contractor's expense. The City will not undertake to settle differences between the Contractor and its subcontractors or between subcontractors. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City, on those parts of the work, which are specified to perform by specialty Contractors.

7. **COOPERATION WITH OTHER WORK FORCES:** The City reserves the right to perform other work at or near the maintenance areas at any time by the use of its own forces or other contractors. Other contractors, utilities and/or public agencies and their contractors, and City personnel may be working in the vicinity during the Contract term. There may be some interference between these activities and the work completed under this RFP. The Contractor shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.
  
8. **PROTECTION OF PROPERTY:** The Contractor shall safely guard all public and private property or improvements from damage or loss in connection with this Contract at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred. Without exception, all exterior doors are to remain locked while the Contractor is in the building. Doors are to be locked and alarms set when the building is vacated following completion of work. Contractor shall be responsible for all costs associated with their failure to set the alarm or secure any facility (i.e. false alarm fees, stolen items or equipment, damage repairs, etc.). Contractor shall be issued keys to all facilities prior to the start of the work. In the event keys are lost or stolen while in Contractor's care, Contractor shall be responsible for all costs associated with the re-keying of any and all facilities, and duplication of keys for all authorized personnel. The Contractor shall be responsible for any materials, equipment and/or supplies so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair-damaged parts of the work.
  
9. **CLEANING AND ENVIRONMENTAL CONTROLS:** Maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition. Remove waste materials, debris and rubbish from site and dispose of all trash. The Contractor shall take appropriate action to ensure that no dust originates from the maintained areas. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the storm drains or surrounding landscaped areas. An approved NPDES recovery system must be used. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility



of the Contractor to ensure compliance. Contractor shall comply with OSHA's standards as it applies to the janitorial service industry.

10. **RECYCLABLE PRODUCTS:** The Contractor is encouraged to support the City of Baldwin Park in recycling efforts. All recyclable trash containers are to be empty to its appropriate trash bin. We also encourage the use of green sealed cleaning products, whenever possible.

## Part 4

### TECHNICAL SPECIFICATIONS

#### SCOPE OF WORK: JANITORIAL SERVICES

1. **GENERAL:** The work to be done consists of complete and thorough janitorial maintenance of the City's facilities. Said maintenance shall include but not be limited to: community centers, kitchens, restrooms, locker rooms, pool, pool deck, elevators, stairways, gymnasiums, offices, meeting rooms, jail and classrooms; carpet and upholstery cleaning; cleaning and polishing drinking fountains and other metal surfaces; window washing, litter and debris removal; restocking restroom and kitchen, soap and paper supplies, clean, sweep, dry mop, wet mop, strip, wax, sanitize, scrub and vacuum floors; clean, scrub and maintain walls; clean ceiling vents; remove cobwebs; clean window sills, windows, light fixtures, plumbing fixtures and window coverings; and other maintenance required to maintain the facilities listed in the RFP. All facilities are to be cleaned and prepared for business by 6:00AM as per the Minimum Frequency Schedules.
2. **CLEANING PRODUCTS, PAPER GOODS AND SUPPLIES:** Contractor shall provide all labor, equipment, tools, cleansers, and disinfectants to do all work necessary to perform the required janitorial services.
3. **PAINTED/HARD SURFACES AND FIXTURES:** The Contractor shall thoroughly wash all interior painted surfaces with an approved cleaner, in accordance with the Minimum Frequency Schedules. Additionally, walls and counter surfaces shall be spot cleaned as needed to remove spills, finger marks, ink and pencil marks, and other dirty areas. Counter surfaces will be polished twice per week, or more often if necessary to maintain a clean surface area. Mirrors, powder shelves, plumbing fixtures, light fixtures, and ceiling grates, etc., shall be cleaned and dusted in accordance with the Minimum Frequency Schedules. All increased cleaning schedules for specialty areas are included in the Minimum Frequency Schedules. All stainless steel surfaces shall be cleaned and polished with an approved polish. All basins, counter tops, fixtures, toilet bowls, and urinals shall be cleaned with an approved germicidal detergent solution. All dispensers shall be cleaned and disinfected and refilled with approved solutions.
4. **FLOORS:** Restroom floors shall be thoroughly cleaned with an approved germicidal detergent solution. Floors shall be waxed and polished as requested by the City to maintain a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. All non-skid mats shall be rinsed quarterly and disinfected (vacuum) daily.

Carpeted areas and rugs shall be thoroughly vacuumed daily and any staples, paperclips, etc., shall be removed from the floor. Carpet stains shall be spot cleaned with rug spotter at the time of detection. Carpeted surfaces shall be cleaned as needed to maintain a clean appearance. Doormats and chair mats shall be cleaned concurrently with vacuuming. Carpet cleaning methods shall be consistent with carpet

manufacturer's recommendations or as otherwise approved the by Director. All carpeted areas shall be thoroughly cleaned quarterly.

LVT floors shall be thoroughly cleaner with a PH7 neutral floor solution cleaner in accordance with the manufacture's recommendations.

Wood floors shall be maintained in accordance with the manufacture's recommendations.

Concrete floors shall be maintained in a manner consistent with composite flooring material.

Gymnasium floors shall be cleaned with a City approved cleaner and specially treated dust mops. Remove trash, debris and spillages in areas around and under bleachers. Dry mop/sweep gymnasium floors, including door thresholds/plates daily.

Shoe marks shall be removed from all floors upon detection.

5. **KITCHENS:** Kitchen floors shall be thoroughly cleaned with a germicidal detergent solution. Floors shall be waxed and polished as requested by the City to maintain a high luster gloss finish. Special attention is required during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. Exterior surfaces of all appliances, including stove, refrigerator and microwave shall be cleaned daily. Sinks shall be thoroughly cleaned using an approved detergent. Floor drains shall receive an enzyme treatment weekly or more often if requested by the City.

6. **RESTROOMS/LOCKER ROOMS AND JAIL:** The Contractor shall clean basins, fixtures, countertops, partitions, toilet bowls and urinals with an approved germicidal detergent solution daily. All restroom dispensers shall be disinfected and refilled daily. All paper and soap supplies shall be restocked as needed, including toilet tissue, hand soap, seat covers, sanitary supplies and deodorizers.

The Contractor shall wash and polish mirrors, dust shelves, etc., including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions. Both sides of toilets shall be washed daily with an approved germicidal solution. The Contractor shall report any leaks or plugged drains to the Director upon discovery.

Debris on walls and ceiling shall be removed daily. Walls and ceilings shall be cleaned as needed to maintain a clean surface.

All restroom drains shall receive an enzyme treatment weekly or more often if requested by the City. Enzyme products must be approved by City prior to use.

Deodorant aerosol cans shall be replaced as needed.

7. **DOORS, SWITCH PLATES AND DRINKING FOUNTAINS:** All doors, door frames, kick plates, door hardware, switch plates, and drinking fountains shall be cleaned on a

daily basis to remove any spillage, smudge marks, and ink and pencil marks. Stainless steel and brass hardware shall be cleaned and polished as needed to maintain a shiny appearance and to prevent scale and rust from forming.

Drinking fountains (inside the facility and those attached on the exterior of a facility that is part of the contract) shall be kept clean at all times. Every instance of damage and/or inoperable drinking fountains shall be reported to the Director.

8. **TRASH RECEPTACLES/OUTDOOR HANDRAILS AND BRIDGES:** The Contractor shall empty all trash receptacles and replace liners daily. Trashcans shall be wiped down to remove spills, smudges or ink/pencil marks as needed. Outdoor trashcans shall be cleaned (inside and out) as needed and at least monthly. All handrails (inside and exterior stair cases attached to facilities) shall be wiped down. Walking bridges or pedestrian connectors shall be swept daily and mop spills. Bridges shall be washed quarterly.
9. **WINDOWS, GLASS DOORS AND PARTITIONS:** The Contractor shall clean all interior and exterior windows in accordance with the Minimum Frequency Schedule. Finger marks, smudges, and spills shall be cleaned from all glass surfaces and mirrors at the time of detection. Cleaners shall be non-abrasive and special care shall be taken so that glass treatment (tinting) is not scratched, damaged or removed.
10. **DUSTING:** The Contractor shall dust all exposed surfaces daily, including desks, filing cabinets, cabinets, tables and chairs, telephones, bookcases and other office equipment using specially treated dust cloths or feather dusters, with the exception of desks and tables covered with papers and other work materials. Desk or cabinet tops will be thoroughly cleaned when left cleared. High dusting (above 10 feet) shall be performed monthly by the 7<sup>th</sup> day of the month and shall also include tops of doorframes, partitions, air vents, overhead shelves, special molding, and inside and outside of florescent light coverings. All blinds shall be cleaned (dusted) monthly. Vending machines shall be dusted on a weekly basis.
11. **OFFICE FURNITURE, DESKS AND FILE CABINETS:** The sides of all furniture shall be cleaned and waxed to remove smudges and/or marks on an as needed basis. **Contractor is not to disturb any computers, papers, folders, etc., on desks.** Desks are to be thoroughly cleaned when all items are removed from desk surfaces.

All upholstered furniture shall be vacuumed twice monthly, or more often if necessary, to maintain the fabrics in a dirt and spot-free manner.

## Part 5

### MINIMUM FREQUENCY SCHEDULE

1. **SCHEDULE "A" REGULAR:**

SITE	SERVICE DAYS	SERVICE TIME
<b>City Hall:</b> Council Chambers Basement 1 <sup>st</sup> Floor  2 <sup>nd</sup> Floor 3 <sup>rd</sup> Floor	4 Days (M-Th.) 7 Days 7 Days  5 Days (Sun.-Th.) 5 Days (Sun.-Th.)	12:00AM to 4:00AM 8:00PM to 4:00AM Directed by staff 8:00PM to 4:00AM Directed by staff - Day Porter 2Hrs. Police Dept. 8:00PM to 4:00AM 8:00PM to 4:00AM
<b>Parking Structure</b> Underground/Stairs (exterior) (PD) Ground Level/Staircases 2 <sup>nd</sup> Level/ Staircases 3 <sup>rd</sup> Level/ Staircases 4 <sup>th</sup> Level (PD) Staircases 5 <sup>th</sup> Level (PD) Staircases	6 Days (M-Sat.) 7 Days 6 Days (M-Sat.) 6 Days (M-Sat.) 6 Days (M-Sat.) 6 Days (M-Sat.)	10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM
<b>Arts &amp; Recreation Center (Staircases)</b> Historical Society (Staircases)	7 Days 2 days (Tues. & Th.)	1:00AM to 6:00AM 8:00PM to 4:00AM
<b>Esther Snyder Community Center</b> Aquatic Center (Includes deck) Morgan Park Restrooms*, ** Julia McNeill Senior Center Playground Equipment ***	7 Days 6 Days (Sun.-Fri.) 7 Days 7 Days Once a Month	10:30PM to 5:00AM 9:00PM to 5:00AM 10:00PM to 7:00AM 1:00AM to 6:00AM 10:00PM to 5:00AM
<b>Teri G. Muse Family Service Center</b>	6 Days (Sun.-Fri.)	10:00PM to 6:00AM
<b>Teen Center &amp; Skate Park and Hilda L. Solis Park</b> Skate Park Restrooms *, ** Playground Restrooms*, ** Playground Equipment ***	7 Days 7 Days 7 Days Once a Month	10:00PM to 6:00AM 10:00PM to 6:00AM 10:00PM to 6:00AM 10:00PM to 5:00AM
<b>Barnes Park Family Rec. Center</b> Restrooms*, ** Playground Equipment ***	6 Days (Sun.-Fri.) 7 Days Once a Month	9:00PM to 5:00AM 9:00PM to 5:00AM 10:00PM to 5:00AM
<b>Walnut Creek Nature Park</b> Restrooms *, **	7 Days	9:00PM to 6:00AM
<b>Hamilton City Yard</b> Outside Restrooms Mechanic Shop	5 Days (M-F) 7 Days 5 Days (M-F)	6:00PM to 4:00AM 6:00PM to 5:00AM 6:00PM to 5:00AM

**\* Provide Out Door Day Porter - cleaning between 12 noon to 2:00PM 7 days a week**

**\*\*May 1<sup>st</sup> – Sept. 30<sup>th</sup> Outdoor Day Porter to clean**

**\*\*\* Once a Month by the 10<sup>th</sup> of month**

**SCHEDULE “B” MODIFIED:**

<b>SITE</b>	<b>SERVICE DAYS</b>	<b>SERVICE TIME</b>
<b>City Hall:</b> Basement 1 <sup>st</sup> Floor  2 <sup>nd</sup> Floor 3 <sup>rd</sup> Floor	4 Days (M-Th.) 7 Days 7 Days  5 Days (Sun.-Th.) 5 Days (Sun.-Th.)	12:00AM to 4:00AM 8:00PM to 4:00AM Directed by staff 8:00PM to 4:00AM Directed by staff - Day Porter 2Hrs. Police Dept. 8:00PM to 4:00AM 8:00PM to 4:00AM
<b>Parking Structure</b> Underground/Stairs (exterior) (PD) Ground Level/Staircases 2 <sup>nd</sup> Level/ Staircases 3 <sup>rd</sup> Level/ Staircases 4 <sup>th</sup> Level (PD) Staircases 5 <sup>th</sup> Level (PD) Staircases	6 Days (M-Sat.) 7 Days 6 Days (M-Sat.) 6 Days (M-Sat.) 6 Days (M-Sat.) 6 Days (M-Sat.)	10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM 10:00PM to 3:00AM
<b>Esther Snyder Community Center</b> Morgan Park Restrooms*, **	7 Days	10:00PM to 7:00AM
<b>Teen Center &amp; Skate Park and Hilda L. Solis Park</b> Skate Park Restrooms *, ** Playground Restrooms*, **	7 Days 7 Days	10:00PM to 6:00AM 10:00PM to 6:00AM
<b>Barnes Park Family Rec. Center</b> Restrooms*, **	7 Days	9:00PM to 5:00AM
<b>Walnut Creek Nature Park</b> Restrooms *, **	7 Days	9:00PM to 6:00AM
<b>Hamilton City Yard</b> Outside Restrooms Mechanic Shop	5 Days (M-F) 7 Days 5 Days (M-F)	6:00PM to 4:00AM 6:00PM to 5:00AM 6:00PM to 5:00AM

*\* Provide Out Door Day Porter - cleaning between 12 noon to 2:00PM 7 days a week*

*\*\*May 1<sup>st</sup> – Sept. 30<sup>th</sup> Outdoor Day Porter to clean*

2. **DAILY JANITORIAL SERVICES:**

**General Facilities:**

- Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, bookcases and other office equipment using specially treated dust cloths or feather duster.
- Feather dust around computers, printers and computer equipment.
- Empty and reline all interior wastebaskets and trashcans. Place trash in trash dumpsters. Wipe inside and outside of trashcans and spray with disinfectant.
- Empty and reline exterior trashcans in the Police Department parking lot, north entrance, compound area, around City Hall and all of parking structure levels.
- Remove fingerprints, smudges and spills from glass windows, doors and partitions, elevators, and mirrored walls.
- Remove smudges from doors, doorframes, handles, knobs, bars, and woodwork and wall switches.
- Clean, polish and sanitize drinking fountains (inside and attached to facilities).
- Remove finger marks, ink marks and smudges from tabletops, walls and counters.
- Clean hard surface areas, partitions, doors, stairways, elevators and walls, etc.
- Clean windowsills and ledges.
- Clean baseboards and molding strips.

- Remove cobwebs.
- Restock paper towel, toilet paper, seat covers and hand soap dispensers.
- Return all chairs to proper locations.
- Clean door thresholds/plates and door frames.
- Remove trash, debris and spillages in areas around and under bleachers.
- Wipe down padded surfaces/mats.
- Mop mats with disinfectant.
- Clean showcases and directories (attached to facilities and parking structure).
- Clean the interior and exterior on elevator cabs.
- Clean and polish stainless steel surfaces and fixtures.
- Notify City of any graffiti that cannot be removed with normal cleaning solutions.

### **Kitchens:**

- Thoroughly germa-clean kitchen with approved disinfectant.
- Clean exterior surfaces of all appliances (i.e. microwaves, stoves, refrigerators, etc.)
- Clean sinks, counters, cabinets and fixtures. (No cleaning of dishes, silverware, or coffeepots will be required.)
- Spot clean doors and walls.
- Clean floor drains/under appliances and stainless steel tables.
- Notify City of any leaks or plugged drains.

### **Restrooms/Showers/Locker Rooms and Jail:**

- Clean restroom floors with germicidal detergent solution.
- Clean locker rooms and shower walls and floors with a fungicide.
- Clean basins, countertops, fixtures, toilet bowls and urinals with germicidal detergent solution.
- Clean, disinfect and refill restroom dispensers (paper goods, soap). Restock toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers. Toilet tissue to be replaced when more than 1/3 of the roll is gone.
- Wash and polish mirrors, powder shelves, bright work, etc., including flush-o-meter, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
- Wash both sides of toilet seats with germicidal solution.
- Spot clean restroom doors, walls and partitions.
- Notify City of any leaks or plugged drains.
- Clean partitions, etc.
- Remove grout stains (if this is not maintained a quarterly detail is required)
- The cleaning services in the jail will be at the direction of the jailer who will be in charge of providing access to all rooms within the jail area. All fixtures, walls, floors, etc., are to be thoroughly cleaned in accordance with the specifications found herein.

### **Floors:**

- Sweep and/or dust mop all hard surfaces using dust control sweeping mops.
- Clean and vacuum floor mats. All non-skid mats shall be rinsed and disinfected.
- Wet mop hard surfaces and composite floors with Operations Supervisor approved cleaner.

- Vacuum carpets and rugs COMPLETELY. Remove any staples, paper clips, confetti, etc., from carpets.
- Clean locker rooms floors with a fungicide.
- Sweep with chemically treated dust mop including gym.
- Vacuum carpets in all areas and spot clean carpet stains with rug spotter.
- Remove any spillage on floors.
- Remove shoe marks.
- Pour clean water in all floor drains to flush traps.

3. **WEEKLY JANITORIAL SERVICES:**

- Clean and dust vending machines.
- Power wash (deep cleaning) locker rooms flooring and tile areas.
- Polish counter surfaces to maintain clean surface area.

4. **BI-MONTHLY JANITORIAL SERVICES (Twice Per Month):**

- Polish all metal doorframes and door kick plates.
- Vacuum all upholstered furniture, such as desk chairs and guest chairs, etc.
- Dust all blinds and window coverings.
- Wash down staircases indoors and outdoors.
- Steam clean exterior concrete restroom floors.
- Clean and dry interior windows and glass doors.
- Perform high dusting, such as tops of doorframes, partitions, air vents, overhead shelves, book cases, cabinets, light covers, fire extinguisher casing, special molding, etc.
- Clean all basketball backboards.
- Clean inside/outside of florescent light covers.

5. **MONTHLY JANITORIAL SERVICES:**

- Power wash clean elevator platforms (20' out from elevator door).
- Clean roof top skylights.
- Vacuum and wipe down all ceiling vents. Remove and wash as needed.
- High dusting main lobbies (everything above 10 feet).
- Clean all basketball backboards.
- Machine scrub all interior restroom floors.
- Clean and dry exterior windows and glass doors, including hard water deposits.
- Clean and machine polish hard surface floors.
- Power wash playground structures and indicated on schedule.

6. **QUARTERLY JANITORIAL SCHEDULE:**

- Strip, wax and machine polish tiles and all hard surface floors.
- All carpeted areas shall be thoroughly cleaned stain free.
- Clean janitor's room.
- Clean Upholstery with approved cleaner.
- Wash down all pedestrian overhead bridges and parking structure fins with approved cleaner.



7. **BUILDING SECURITY:**
- All exterior doors are to remain locked while cleaning crew is in the building. NO EXCEPTIONS.
  - Secure all exterior and interior doors and windows. Turn off all but security night lighting.
  - Reset alarms when leaving the buildings.

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF BALDWIN PARK, a municipal corporation (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "CONTRACTOR"):

### WITNESSETH:

The parties hereto do agree as follows:

(1) RECITALS: This Agreement is made and entered into with respect to the following facts:

- (a) That CITY has heretofore solicited sealed public bids for janitorial services as specified herein and accordance with the plans and specifications in said City; and
- (b) That CONTRACTOR has submitted bid to accomplish said work; and
- (c) That the City Council of CITY has heretofore determined, in accordance with all applicable laws, that CONTRACTOR'S said bid constitutes the lowest responsible bid and has heretofore awarded said bid to said CONTRACTOR; and
- (d) That CONTRACTOR is fully qualified to perform the work as hereinafter described.

(2) CONTRACTOR DOCUMENTS: The following documents, incorporated herein by this reference shall constitute the contract documents referred to in this Agreement.

- (a). Notice Inviting Sealed Bids dated
- (b). Contractor's Bid dated
- (c). Bid Proposals
- (d). Instructions to Bidders
- (e). Specifications
- (f). Bidder's Bond or Guarantee Bond
- (g). Workers Compensation Certificate
- (h). Liability Insurance Certificate
- (l). Performance Bond and Labor and Material Bond

(3) NATURE OF WORK: CONTRACTOR agrees to furnish all materials, tools, equipment, apparatus, transportation, labor and service necessary to perform and complete in a good and workmanlike manner the services in the manner designated in the Agreement and the contract documents.

(4) TERM OF AGREEMENT: This Agreement shall commence within ten days of the Notice to Proceed and shall be valid for a period of thirty-six months thereafter. The Agreement may be terminated at anytime by a majority vote of the City Council. The Agreement shall not be assignable or transferable by either party without the express written consent of the other party. The City reserves the right to negotiate an extension to the initial contract for an additional period of one (1) year prior to expiration of the contract.

(5) WARRANTY: Warranty for labor and material will be for a period of not less than one (1) year.

(6) INDEMNIFICATION: The CONTRACTOR shall hold harmless the CITY and the City's agents and employees against all claims, demands, actions and suits brought against any of them arising from the CONTRACTOR'S work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF BALDWIN PARK

\_\_\_\_\_  
Mayor Date

ATTEST:

\_\_\_\_\_  
City Clerk Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(Note: If the bidder desires to submit a bond with the proposal instead of cash, certified check, or a cashier's check, the following form should be executed.)

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as principal, and \_\_\_\_\_ as Surety, a company admitted to do business in the State of California are held and firmly bound unto the CITY OF BALDWIN PARK, hereinafter called "CITY" in the sum of: \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is not less than ten percent (10%) of the total amount of bid, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, as Principal has submitted a bid to said City to perform all work required under the Specifications of the City for the projects entitled:

**JANITORIAL SERVICES**

NOW, THEREFORE, if said Principal is awarded a contract by said City and within the time and in the manner required under the heading "Instruction to Bidders", bound with said Specifications, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond, a reasonable attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
PRINCIPAL (Seal)

BY: \_\_\_\_\_  
SIGNATURE

Seal and Notarial  
Acknowledgment  
of Surety \_\_\_\_\_

**BID GUARANTEE**

(Note: The following is to be used in case cash, a cashier's check, or a certified check accompanies the proposal).

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Baldwin Park, or cash in the amount not less than ten percent (10%) of the total amount of bid:

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_).

The proceeds of the same shall become the property of said City, if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract with and furnish the insurance and bonds required by the City of Baldwin Park within the specified time otherwise, the same is to be returned to the undersigned as set forth in the Instructions for Bidders.

\_\_\_\_\_ BIDDER DATE

**CONTRACT BOND – CALIFORNIA  
FAITHFUL PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_ as principal and \_\_\_\_\_ a Corporation organized under the laws of \_\_\_\_\_ and duly organized under the laws of \_\_\_\_\_ and duly authorized to transact business in the State of bound unto the City of Baldwin Park as obligee, in the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is not less than one hundred percent (100%) of the Contract amount, for the payment whereof well and truly to be made the Principle and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, the Principal and the Oblige have entered into a written Contract, hereinafter called the contract, a copy of which is or may be attached hereto, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020 for:

**JANITORIAL SERVICES**

NOW THEREFORE, the condition of the foregoing obligation is such that if the Principal shall well and truly perform and fulfill all of said Contract, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect.

\_\_\_\_\_  
\_\_\_\_\_

SURETY

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-In-Fact

**LABOR AND MATERIAL  
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal and \_\_\_\_\_ of \_\_\_\_\_ and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto any and all material men, person, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements, or machinery for a contributing to said work to be done, and all persons supplying both work and materials as aforesaid, in the sum of \_\_\_\_\_ Dollars,(\$ \_\_\_\_\_), which is not less than fifty percent (50% of the contract amount, lawful money of the United States of America, for the payment whereof well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

The condition of the foregoing obligation is such that, whereas the above bounded Principal has entered into a contract, date \_\_\_\_\_ 2020, with \_\_\_\_\_ to perform the following work to wit:

**JANITORIAL SERVICES**

NOW THEREFORE, if the above bounden PRINCIPAL, contractor, person, company or corporation, or his or its sub-contractor, fails to pay for any materials, provisions, provender, or other supplies, or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 of the Civil Code, hereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and his sub-contractor pursuant to Section 18806 of the Revenue and Taxation Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suite, said attorney's fee to be taxed as costs in said suite and to be included in the judgment therein rendered.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3426 of the Civil Code of the State of California and all amendments thereto, and shall insure to the benefit of any of the persons named in Section 3181 on the Civil Code of the State of California.

\_\_\_\_\_ (SEAL)

SURETY

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney-In-Fact

**NON-COLLUSION AFFIDAVIT**

The undersigned in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Collusion

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the  
County of Los Angeles, State of CA

My Commission expires \_\_\_\_\_, 200\_\_.





## BID PROPOSAL SCHEDULE "A" REGULAR

Bidder Name: \_\_\_\_\_

The above-named Bidder, having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

ITEM NO.	LOCATION	APPROX. SQ. FT.	MONTHLY PRICE
1	City Hall	85,000	\$
2	Parking Structure	176,200	\$
3	Arts & Recreation Center	15,000	\$
4	Esther Snyder Community Center	44,000	\$
5	Julia McNeill Senior Center	11,646	\$
6	Teri G. Muse Family Service Center	5,150	\$
7	Teen Center & Skate Park	9,200	\$
8	Barnes Park Family Recreation Center	3,500	\$
9	Walnut Creek Nature Park	750	\$
10	Hamilton City Yard	10,000	\$
11	Playground Services (Hilda L. Solis, Morgan Park & Barnes Park)	3 Parks	\$
12	Outdoor Restroom Day Porter Services (12PM-2PM)		\$
13	Outdoor Restroom Day Porter Services (5PM-6PM) (May 1 <sup>st</sup> -Sept. 30 <sup>th</sup> )		\$
14	Day Porter Hourly Rate for Special Events (only on an as needed basis for special events)	Per staff	\$
<b>TOTAL COST PER MONTH</b>			<b>\$</b>
<b>TOTAL ANNUAL COST</b>			<b>\$</b>
<b>THE ANNUAL SUM (spell out amount):</b>			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## BID PROPOSAL SCHEDULE "B" MODIFIED

Bidder Name: \_\_\_\_\_

The above-named Bidder, having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

ITEM NO.	LOCATION	APPROX. SQ. FT.	MONTHLY PRICE
1	City Hall	85,000	\$
2	Parking Structure	176,200	\$
3	Walnut Creek Nature Park (Restrooms)	750	\$
4	Hamilton City Yard	10,000	\$
5	Morgan Park Restrooms (3 stalls & 1 urinal)		\$
6	Hilda L. Solis Restrooms (3 stalls & 1 urinal)		\$
7	Teen Center Restrooms (2 stall )		\$
8	Barnes Park Restrooms (5 stalls & 1 urinal)		\$
9	Outdoor Restroom Day Porter Services (12PM-2PM)		\$
10	Outdoor Restroom Day Porter Services (5PM-6PM) (May 1 <sup>st</sup> -Sept. 30 <sup>th</sup> )		\$
11	Day Porter Hourly Rate for Special Events <b>(only on an as needed basis for special events)</b>	Per staff/hour	\$
<b>TOTAL COST PER MONTH</b>			<b>\$</b>
<b>TOTAL ANNUAL COST</b>			<b>\$</b>
<b>THE ANNUAL SUM (spell out amount):</b>			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company