

Council Meeting of
June 5, 2012

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services and General Services- Approve agreement amendment to provide janitorial services at various City facilities.

Expenditure: Not to exceed \$78,095 per year

RECOMMENDATION

Recommendation of the Community Services Director and the General Services Director that City Council:

- 1) Approve an assignment of agreement (C2011-045) for American General Services Inc. under their new corporate name, Alternative Cleaning System Corporation; and
- 2) Approve an amendment to the agreement with Alternative Cleaning System Corporation (C2011-045) for additional janitorial services at certain City facilities for a new not to exceed amount of \$78,095 per year for the term beginning June 1, 2012 through March 9, 2014.

FUNDING

Funding is available in the Department Operating Budgets.

BACKGROUND

The City of Torrance General Services Department provides janitorial services for the majority of all City facilities. However, due to budget constraints over the past decade, janitorial services at certain facilities were provided using individual janitorial contracts. In an effort to reduce the City's expenditures for janitorial services, the City issued a formal bid to consolidate janitorial services under one agreement.

On March 8, 2011, the Torrance City Council awarded a contract to American General Services Inc., to provide janitorial service at:

- General Aviation Center at Zamperini Field
- Dee Hardison Sports Center
- Wilson Park Roller Hockey Facility
- Nature Center at Madrona Marsh Preserve
- ATTIC Teen Center
- Torrance Art Museum at the Joslyn Center
- Twice yearly cleaning of park buildings and the City of Torrance Transit Center

ANALYSIS

The original agreement is for \$68,090 per year for three years and we are currently in the second of the year of the agreement. At this time, it is being recommended that the scope of services be increased to cover operational areas that were not included in the original bid and to provide for an increase of usage at some of the facilities. Twice annual services at the Transit Center are not affected by the approval of this amendment.

Upgraded Services

In effect, this is a full-service janitorial contract which included all labor, cleaning supplies, and dry goods (restroom supplies). The new amendment specifies an increase in supplies and dry goods for the Dee Hardison Sports Center to accommodate an average of approximately 900 daily visitors per day. In Addendum #2 of the original bid, usage at the Dee Hardison Sports Center was calculated as 200 per day. The current level of supplies does not meet the demand at the City's busiest park. Also, it is being recommended that janitorial services at the General Aviation Center—East End Restroom be increased from two days per week to five days per week (Monday-Friday).

Location and Service	Old Monthly Price	Additional Cost	New Monthly Price
Dee Hardison Sports Center Increase Dry Goods and Supplies to Accommodate 900 Daily Visitors	\$1,976	\$245.75	\$2,221.75
General Aviation Center Increase cleaning Services from two days per week to five days per week.	\$1,054	\$101.50	\$1,155.50

New Services

Under the original agreement, the Contractor provides a twice annual stripping, cleaning, and waxing of vinyl floors at various park buildings. At the time the bid was developed, not all park locations were included for service, but program staff at Greenwood Park feel that having Rooms 25, 26, 29, and 30 added to the agreement would enhance effectiveness of the programs. The Sur La Brea Community Meeting Room had carpet during the bid process and was not included, but now has a vinyl floor which needs to be serviced. The Roller Hockey Office was overlooked in the original bid specs and is now being included for service twice per year.

New Location--2 X Annual Floor Cleaning	Per Visit Price	Annual Price
Sur La Brea Community Room	\$344	\$688
Greenwood Park Room 25	\$197	\$394
Greenwood Park Room 26	\$197	\$394
Greenwood Park Room 29	\$395	\$790
Greenwood Park Room 30	\$395	\$709
Wilson Park Roller Hockey Offices	\$101	\$202

Because of the heavy use of the Gymnasium on the weekends, this amendment intends to add a Saturday restroom cleaning at the Dee Hardison Sports Center to occur between 11am-1pm (in addition to the current level of service) so that the facilities remain in good condition for the whole weekend. It is anticipated that this additional service will improve our customers experience during the park's peak period of activity. Also, the large mirrored wall in the Sports Center's Multipurpose Room was not included in the original bid and will now be added to the daily/monthly cleaning schedule.

New Service—Dee Hardison Sports Center	Monthly Price
Dee Hardison Sports Center Restrooms Saturday Cleaning between 11 am to 1 pm. Approximately One (1) hour per Saturday.	\$120.00

Service	Cost
Spot Clean Mirrored Wall in Multipurpose Room—Daily	\$45/Month
Clean Mirrored Wall in Multipurpose Room—Monthly	\$50/Month

Assignment

The agreement was originally awarded to American General Service Inc, but they have changed their company name to Alternative Cleaning System Corporation as of June 1, 2012. The Torrance City Attorney recommended assigning the agreement to the new company rather than implementing a new agreement because the services were bid on under the old company name. This allows the terms of the current agreement to remain in line with the bid information under Bid 2010-24. There will not be an interruption of janitorial services or company customer services due to the company name change.

Respectfully submitted,


John Jones
Community Services Director


Sheryl Ballew
General Services Director

CONCUR:


LeRoy J. Jackson
City Manager

Attachment: A) Contract Services Agreement with American General
 Services Inc. (C2011-045)
 B) Amendment One to Agreement C2011-045

ATTACHMENT A**CONTRACT SERVICES AGREEMENT**

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of March 9, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and American General Services Group Inc, a California Corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide janitorial cleaning services at various City facilities. Bid No. 2010-24;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the Bids to provide janitorial cleaning services at various City facilities, Bid No. 2010-24 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:**1. SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Community Services Department, including all labor, cleaning supplies and dry goods. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for 3 years from the Effective Date.

3. COMPENSATION**A. CONTRACTOR's Fee.**

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$68,090 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

C 2 0 1 1 - 0 4 5

COPY

B. **Schedule of Payment.**

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. **Termination by CITY for Convenience.**

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
 - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. **Termination for Cause.**

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the

basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

ANDREW ORPE is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Aaron Clark

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be

performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence

of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
 - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards, and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: American General Services Group Inc.
9297 9th St.
Rancho Cucamonga, CA 91730

Fax: (909) 941-0670

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

with a copy to: Attn: Andrew Orpe
Community Services Department
3031 Torrance Blvd.
Torrance, CA 90503
Fax: (310) 781-7502

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other

party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

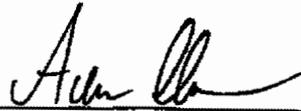
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

~~American General Services Group, Inc.~~
~~A California Corporation~~



Frank Scotto, Mayor

By: 

Aaron Clark, Manager

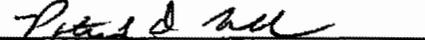
ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Attachment: Exhibit A: Bid

EXHIBIT A

Bid

RFP No. 2010-24

RFP to Provide Janitorial Cleaning Services at Various City Facilities

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to RFP", the following bid is submitted to the City of Torrance.

RFP Submitted By:

American General Services Group Inc

Name of Company

9297 9th St

Address

Rancho Cucamonga, CA 91730

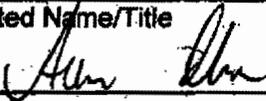
City/State/Zip Code

(909) 941-0560 (909) 941-0670

Telephone Number/Fax Number

Aaron Clark Manager

Printed Name/Title

12/15/2010

Signature

Date

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Aaron Clark

Name

Manager

Title

(909) 941-0560 (909) 941-0670

Telephone Number/Fax Number

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Displaced Janitor Opportunity Act:

Do you agree to comply with the California Labor Code 1060 et. seq? (Please check one) Yes No

Business History:

How long have you been in business under your current name and form of business organization?

5 Years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. <u>1</u>	Date Received: <u>12/7/2010</u>
Addendum No. <u>2</u>	Date Received: <u>12/7/2010</u>
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

 No Addenda received regarding this bid.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? No

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged. If the contract is extended after the first year, commencing in the second year (March 1, 2012), and subsequent years, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April).

Yes X we would agree to add one (1) additional year (after initial 1 or 3 year contract term)

Yes X we would agree to add two (2) additional years (after initial 1 or 3 year contract term)

No we would not be interested in renewing this contract.

References:

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP.

Wells Fargo Banks	21020 Superior St	
(Subcontractor)	Chatsworth, CA 91311	John Meza (800) 640-1332
Name of Company/Agency	Address	Person to contact/Telephone No.
Vanir Development	290 N. D st	
	San Bernadino, CA 92401	Dan Smith (909)884-9477
Name of Company/Agency	Address	Person to contact/Telephone No.
	Ave 52 Hwy 111	Tina Donahue
Coachella Water District	Coachella, CA 92236	(760) 398-2661
Name of Company/Agency	Address	Person to contact/Telephone No.

Vendor Name: American General Services Group Inc**Bid Submittal Requirement and Acknowledgment**

Bidders are required to place a check mark in Column A indicating that your bid complies with the specifications of this Notice Inviting Bids.

Bidders are required to place a check mark in Column B indicating that your bid deviates from the specifications of this Notice Inviting Bids. If you are bidding anything other than what is specified, you must explain in detail how your bid differs by attaching additional pages to your bid submittal and indicating the page number in Column C.

You may attach additional sheets to your bid submittal describing in detail the service you are bidding. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
Service Area	Place a check mark in this column indicating that your bid is as per the specifications in this Notice Inviting Bids	Place a mark in this column if you are bidding something different than what is specified in this Notice Inviting Bids	You may attach additional sheets to your bid submittal describing in detail the service you are bidding. Please reference the page number in the space below.
General Aviation Center, Zamperini Field	X		
The ATTIC Teen Center	X		
Dee Hardison Sports Center at Wilson Park	X		
Roller Hockey Facilities at Wilson Park	X		
Requirement Torrance Art Museum	X		
The Nature Center at Madrona Marsh	X		
Twice Yearly Cleaning of All City Park Locations	X		
Twice Yearly Cleaning of All Transit Facilities	X		

Vendor Name: American General Services Group Inc

Bid Submittal - Annual Price Bid
 Includes Labor Only Does not include Cleaning Supplies
 Provide Floor Cleaning Services Twice a Year At City Park Locations

Location	Annual Cost	
	Estimated Contract Term	Alternate Bid Contract Term
Alta Loma Park	\$ 324	\$ 324
El Nido Park	\$ 225	\$ 225
El Retiro Park, Rotary Bldg	\$ 410	\$ 410
El Retiro Park, Recreation Bldg	\$ 261	\$ 261
Greenwood Park, Room # 27	\$ 186	\$ 186
Greenwood Park Room# 28	\$ 186	\$ 186
Greenwood Park, Ceramics Room	\$ 365	\$ 365
Greenwood Park, Kitchen Room	\$ 365	\$ 365
La Romeria Park, Recreation Room	\$ 180	\$ 180
La Romeria Park, Community Room	\$ 180	\$ 180
McMaster Park, North Torrance Comm.	\$ 660	\$ 660
McMaster Park, Recreation East Bldg	\$ 345	\$ 345
McMaster Park, Recreation West Bldg	\$ 345	\$ 345
Pueblo Recreation Center	\$ 216	\$ 216
Sea Aire Golf Course	\$ 585	\$ 585
Walteria Park	\$ 585	\$ 585
Total Cost for all City Park Locations (labor only)	\$ 5418	\$ 5418

Not Selected

Bid Submittal - Annual Price Bid
 Includes Labor and Cleaning Supplies
 Provide Floor Cleaning Services Twice a Year At City Park Locations

Location	Annual Cost	
	Estimated Contract Term	Alternate Bid Contract Term
Alta Loma Park	\$ 360	\$ 360
El Nido Park	\$ 250	\$ 250
El Retiro Park, Rotary Bldg	\$ 455	\$ 455
El Retiro Park, Recreation Bldg	\$ 290	\$ 290
Greenwood Park, Room # 27	\$ 206	\$ 206
Greenwood Park Room# 28	\$ 206	\$ 206
Greenwood Park, Ceramics Room	\$ 405	\$ 405
Greenwood Park, Kitchen Room	\$ 405	\$ 405
La Romeria Park, Recreation Room	\$ 200	\$ 200
La Romeria Park, Community Room	\$ 200	\$ 200
McMaster Park, North Torrance Community Bldg.	\$ 733	\$ 733
McMaster Park, Recreation East Bldg	\$ 385	\$ 385
McMaster Park, Recreation West Bldg	\$ 385	\$ 385
Pueblo Recreation Center	\$ 240	\$ 240
Sea Aire Golf Course	\$ 650	\$ 650
Walteria Park	\$ 650	\$ 650
Total Cost for all City Park Locations (labor and cleaning supplies)	\$ 6020	\$ 6020

Vendor Name: American General Services Group Inc

Bid Submittal - Annual Price Bid
Includes Labor Only (Does not include Cleaning Supplies or Dry Goods)
Provide Floor Cleaning Services (Once a Year At The City) Transit Facilities

Location	Annual Fee
Transit Administration	\$ 540
Transit Break Room (Service Area)	\$ 63
Transit Operations	\$ 810
Transit Service Areas (includes gym area)	\$ 504
Total Annual Cost for all Transit Facilities (labor only)	\$ 1917

Not Selected

Bid Submittal - Annual Price Bid
Includes Labor Including Cleaning Supplies
Provide Floor Cleaning Services (Once a Year At The City) Transit Facilities

Location	Annual Fee
Transit Administration	\$ 600
Transit Break Room (Service Area)	\$ 70
Transit Operations	\$ 900
Transit Service Areas (includes gym area)	\$ 560
Total Annual Cost for all Transit Facilities (labor and cleaning supplies)	\$ 2130

Bid Submittal - Annual Price Bid
Includes Labor Only (Does not include Cleaning Supplies or Dry Goods)

Location	Monthly Fee (Contract Term)	Annual Fee (Contract Term)	Monthly Fee (Contract Term)	Annual Fee (Contract Term)
General Aviation Center, Zamperini Field	\$ 1002	\$	\$ 1002	\$ 12024
The ATTIC - A Torrance Teen Center	\$	\$	\$ 555	\$ 6660
Dee Hardison Sports Center at Wilson Park	\$	\$	\$ 1825	\$ 21900
Roller Hockey Facilities at Wilson F	\$	\$ 2280	\$ 190	\$ 2280
Torrance Art Museum	\$ 261	\$ 3132	\$ 261	\$ 3132
The Nature Center at Madrona Marsh	\$ 729	\$ 8748	\$ 729	\$ 8748
Includes Labor Only Total for all locations	\$ 4562	\$ 54744	\$ 4562	\$ 54744

Not Selected

Vendor Name: American General Services Group Inc

Bid Submittal - Annual Price Bid
Includes Labor and Cleaning Supplies. Does not include Dry Goods.

Location	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee
General Aviation Center, Zamperini Field	\$ 1029	\$ -	\$ 1029	\$ 12348
The ATTIC - A Torrance Teen Center	\$ -		\$ 570	\$ 6840
Dee Hardison Sports Center at Wilson Park			\$ 1876	\$ 22512
Roller Hockey Facilities at Wilson Pa			\$ 192	\$ 2304
Torrance Art Museum		\$ 4304	\$ 267	\$ 3204
The Nature Center at Madrona Marsh	\$ 749	\$ 8988	\$ 749	\$ 8988
Includes Labor and Cleaning Supplies	\$ 4683	\$ 56196	\$ 4683	\$ 56196
Total for all locations				

Not Selected

Bid Submittal - Annual Price Bid
Includes Labor, Cleaning Supplies and Dry Goods.

Location	Monthly Fee For Initial 3 Year Contract Term	Annual Fee For Initial 3 Year Contract Term	Monthly Fee For Initial 3 Year Contract Term	Annual Fee For Initial 3 Year Contract Term
General Aviation Center, Zamperini Field	\$ 1054	\$ 12648	\$ 1054	\$ 12648
The ATTIC - A Torrance Teen Center	\$ 595	\$ 7140	\$ 595	\$ 7140
Dee Hardison Sports Center at Wilson Park	\$ 1976	\$ 23712	\$ 1976	\$ 23712
Roller Hockey Facilities at Wilson Park	\$ 317	\$ 3804	\$ 317	\$ 3804
Torrance Art Museum	\$ 279	\$ 3348	\$ 279	\$ 3348
The Nature Center at Madrona Marsh	\$ 774	\$ 9288	\$ 774	\$ 9288
Includes Labor, Cleaning Supplies and Dry Goods Total for all locations	\$ 4996	\$ 59952	\$ 4996	\$ 59952

* Total adjusted to \$59,940 due to Scribner's error.

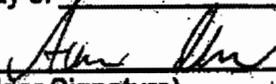
STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

Aaron Clark being first duly sworn deposes and says:

1. That he/she is the Manager of American General Services Group
 (Title of Office) (Name of Company)
 Hereinafter called "Bidder", who has submitted to the City of Torrance a bid for
Janitorial Cleaning Services at Various City Facilities
 (Title of Bid)
2. That the bid is genuine; that all statements of fact in the bid are true;
3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from proposing, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Bidder, or anyone else interested in the proposed contract;
5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over the other Bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other Bidder or of anyone else interested in the proposed contract;
6. That the Bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subcontractor or material man, which is not processed through that bid depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept bids from or through such bid depository;
7. That the Bidder did not, directly or indirectly, submit the Bidder's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.
8. That the Bidder has not been debarred from participation in any State or Federal works project.

Dated this 15 day of December, 2010.


 (Bidder Signature)

Manager
 (Title)

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (C2011-045)

This First Amendment to Contract Services Agreement (C2011-045) is made and entered into as of June 1, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and ALTERNATIVE CLEANING SYSTEM CORPORATION, a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY and CONTRACTOR's predecessor in interest entered into Contract Services Agreement (C2011-045) dated as of March 9, 2011 (the "Agreement"), whereby CONTRACTOR agreed to provide janitorial cleaning services and other related services as needed.
- B. The City Council's original approval of the Agreement called for a three-year term, at a not-to-exceed cost of \$68,090 per year.
- C. By an Assignment and Assumption Agreement dated as of June 1, 2012, the Agreement was assigned by the original Contractor, American General Services Group, Inc., a California corporation, to CONTRACTOR.
- C. The CITY is satisfied with the level of service provided pursuant to the Agreement and wishes to augment certain existing services and to add new services, which will increase the CONTRACTOR'S maximum annual fees by \$10,005, to a not-to-exceed amount of \$78,095 per year, effective June 1, 2012.

AGREEMENT:

- 1. Paragraph 1, entitled "SERVICES TO BE PERFORMED BY CONTRACTOR, is augmented and updated as provided in the attached Exhibit 1-A.
- 2. Paragraph 3.A, entitled "CONTRACTOR's Fee," is amended as follows:

"A. CONTRACTOR's Fee.

CONTRACTOR's Compensation for the services to be rendered pursuant to this Agreement will be augmented and updated as provided in the attached Exhibit 1-A, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services contemplated by this Agreement, exceed the sum of \$78,095 per year ("Agreement Sum"), unless otherwise first approved in writing by CITY."

- 3. Paragraph 8, entitled "Contractor Representative," is amended to delete Aaron Clark and replace him with Richard Clark.
- 4. Paragraph 20.A.7, CONTRACTOR'S address for notice, is amended to read as follows:

"CONTRACTOR: Alternative Cleaning System Corporation
3400 Inland Empire Ave, Suite 101
Ontario, CA 91764

Fax: (909) 941-0670

5. In all other respects, the Agreement dated as of March 9, 2011, between CITY and CONTRACTOR, is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE,
a municipal corporation

ALTERNATIVE CLEANING SYSTEM
CORPORATION, a California corporation

Frank Scotto, Mayor

By: _____
Richard Clark, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

EXHIBIT 1-A

UPDATE TO CURRENT SERVICES

Dee Hardison Sports Center

Service	Old Monthly Price	Additional Cost	New Monthly Price
Increase Dry Goods and Supplies to Accommodate 900 Daily Visitors	\$1,976	\$245.75	\$2,221.75
Total Updated Cost	\$1,976	\$340.75	\$2,316.75

General Aviation Center

Service	Old Monthly Price	Additional Cost	New Monthly Price
Increase cleaning Services from two days per week to five days per week.	\$1,054	\$101.50	\$1,155.50

NEW SERVICES

New Service	Old Monthly Price	Additional Cost	New Monthly Price
Dee Hardison Sports Center Restrooms Saturday Cleaning between 11 am to 1 pm. One (1) hour per Saturday.	NA	120.00	\$120.00
Spot Clean Mirrored Wall in Multipurpose Room—Daily	NA	\$45	\$45
Clean Mirrored Wall in Multipurpose Room—Monthly	NA	\$50	\$50

2x Annual Floor Service

New Location	Per Visit Price	Annual Price
Sur La Brea Community Room	\$344	\$688
Greenwood Park Room 25	\$197	\$394
Greenwood Park Room 26	\$197	\$394
Greenwood Park Room 29	\$395	\$790
Greenwood Park Room 30	\$395	\$709
Wilson Park Roller Hockey Offices	\$101	\$202
Total	\$1,629	\$3,258

ASSIGNMENT OF AGREEMENT

The undersigned, American General Services Group, Inc., a California corporation (“American General”), a party to Contract Services Agreement (C2011-045), dated as of March 9, 2011, by and between the City of Torrance (“Torrance”) and American General. (the “Agreement”), concerning services provided for in the Agreement assigns all of its right, title and interest in and to the Agreement to Alternative Cleaning System Corporation, a California corporation (“Alternative Cleaning”).

American General Services Group, Inc.
a California corporation

Dated as of: _____

By: _____
Richard Clark, President

ASSUMPTION OF AGREEMENT

In consideration of the above assignment, and the written consent of the City of Torrance below, Alternative Cleaning assumes and agrees to perform all of the services set forth in the Agreement and to perform all of the covenants and conditions of the Agreement agreed to be made and performed by American General.

Dated as of: _____

Alternative Cleaning System Corporation,
a California corporation

By: _____
Richard Clark, President

CONSENT TO ASSIGNMENT

The undersigned City of Torrance consents to the above assignment. Pursuant to the provisions of Paragraph 21 of the Agreement, the City of Torrance consents to the above-described assignment of the Agreement to Alternative Cleaning.

Dated as of: _____

City of Torrance,
a municipal corporation

Frank Scotto, Mayor

ATTEST:

APPROVED AS TO FORM
John L. Fellows III, City Attorney

Sue Herbers, City Clerk

By: _____