

Council Meeting of  
June 23, 2009

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

**Members of the Council:**

**SUBJECT: Transit – Approve contract to clean Torrance Transit System buses.**

**Expenditure: Not to exceed \$53,625**

**RECOMMENDATION:**

Recommendation of the Transit Director that City Council:

- 1) Reject the bid from Asian Rehabilitation Services, Inc. as not responsible.
- 2) Approve a one-year contract services agreement with K&P Janitorial Services Inc. of Redondo Beach California to provide personnel to clean buses for the Torrance Transit System from July 1, 2009 to June 30, 2010, at a cost not to exceed \$53,625.

**FUNDING:**

Funding is available in the Transit Department's FY2009-2010 operating budget.

**BACKGROUND/ANALYSIS:**

On April 15, 2009, the City of Torrance published a Notice to Bidders (B2009-18) to solicit bids to provide personnel to clean buses for the City of Torrance Transit Department. The bids were officially opened on May 7, 2009 and seven (7) agencies submitted formal bids.

<b>Company/Agency</b>	<b>Bid Price</b>
Asian Rehabilitation Service (ARS)	\$50,727.15
K&P Janitorial Services Inc.	\$53,625.00
Pioneer Janitorial Maintenance	\$68,424.40
Brigadier Corporation	\$77,964.00
J.A.M.E.S. Janitorial Service	\$114,336.00
Alpha Omega Services	\$116,480.00
Daniel Janitorial Services	\$100,404.00



The following staff members served as panelists to evaluate the bids:

- John Landis (General Services, Facilities Services Manager)
- Derick Mahome (Transit, Operations Manager)
- Jim Williams (Transit, Operations Supervisor)

Bids were reviewed for compliance with City Municipal Code Section 22.1.4 defining the requirements for Lowest Responsible Bidder. (Attachment C)

Although Asian Rehabilitation Services (ARS) had the lowest bid price, their references were either not appropriate for comparison or not favorable.

When contacted by staff, General Services Administration reported the following:

- they have seen a decline with ARS' performance, put ARS on a Performance Improvement Plan (PIP), and are taking a deduction from ARS' monthly services due to complaints;
- at this time, ARS has not been able to provide them with the cleaning services that meet their expectations at the amount quoted;
- issues that have been reported to ARS as problems might occur again;
- at this point, they were not sure if they would contract with ARS again.
- National Institute of Services to the Handicapped and California Department of Rehabilitation listed on ARS' bid were not companies that they perform cleaning services for and therefore could not serve as an example "for whom you recently supplied comparable goods as requested in this bid."

Based on this recent history, staff finds ARS not responsible as they do not meet provisions of the Torrance Municipal Code, Section 22.1.4. Lowest Responsible Bidder, specifically paragraphs b) through e) as shown below:

- b) The ability, capacity, facilities and skill of the bidder to perform the contract;
- c) The ability of the bidder to perform the contract within the time specified, without delay;
- d) The character, integrity, trustworthiness and reputation of the bidder;
- e) The competence, reputation and record of performance and experience of the bidder for the successful recent completion of similar work of comparable magnitude;

The final decision to recommend K&P Janitorial Services Inc. was based upon their competitive bid price and their three (3) outstanding references, including prior municipal experience, from the City of Hawthorne Police Department, the City of Lawndale City School, and Little Company of Mary.

The Transit Director recommends that K&P Janitorial Services Inc. be awarded the one-year contract services agreement beginning July 1, 2009 to June 30, 2010, at a cost not

to exceed \$53,625.00. The option of a second and third year extension at the same cost with all terms and conditions the same, is included in the contract.

The look and appearance of clean bus interiors is extremely important to the Transit Department. The riding public and Torrance citizens have a right to expect a clean seat, floor and interior as they travel on our system.

Respectfully submitted,

  
\_\_\_\_\_  
Kim Turner  
Torrance Transit Director

CONCUR:

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

- Attachment: A) Contract Services Agreement with K&P Janitorial Services Inc.  
B) Copy of Formal Bid B2009-18  
C) Torrance Municipal Code Section 22.1.4  
D) Rejection Letter to Asian Rehabilitation Services

**CONTRACT SERVICES AGREEMENT****CONTRACTOR SERVICES AGREEMENT**

This CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and K&P Janitorial Services Inc., a California Corporation ("CONTRACTOR").

**RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish personnel to clean buses for the City of Torrance Transit Department.
- B. In order to obtain the desired services, the CITY has circulated its Notice Inviting Bids to Furnish Personnel to Clean Buses for the City of Torrance Transit Department, Bid No. B2009-18 (the "NIB").
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. In its Bid CONTRACTOR represents that it is qualified to perform those services requested in the NIB. 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 CONTRACTOR's Bid submitted in response to the NIB. A copy of the NIB is attached as Exhibit A. A copy of the Bid is attached as Exhibit B.

**2. TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2010.

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

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the 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 \$53,625.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

**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 and 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 acts or omissions 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**

Derick Mahome 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:

Kelly Lynch

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 term 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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.

- (4) 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. CITY ("City of Torrance"), the Redevelopment Agency of 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 insured 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 CITY.

**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 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.

Addresses for purpose of giving notice are as follows:

CONTRACTOR:                   K&P Janitorial Services Inc  
   Attn: Kelly Lynch  
   412 S. Pacific Coast Highway,  
   Suite 200  
   Redondo Beach, CA 90277  
   Fax: 310-540-9569

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

- 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 set forth 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 person(s) 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

K&P JANITORIAL SERVICES INC.  
a California Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By:

\_\_\_\_\_  
Kelly Lynch, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachments:      Exhibit A:      Notice Inviting Bids  
                         Exhibit B:      Bid

Revised...:    6/2/09

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B20009-18

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**Bid to Furnish Personnel to Clean Buses for the City of Torrance Transit Department  
(Torrance Transit System)**

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**BID SUBMITTAL INFORMATION**

PLACE: CITY OF TORRANCE  
Office of the City Clerk  
3031 Torrance Blvd.  
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, May 7, 2009

The **ORIGINAL, PLUS TWO (2) COPIES** of the BID must be submitted in a sealed envelope and marked with the bid number and title

BIDS MAY BE MAILED OR HAND DELIVERED. NO FAXED BIDS WILL BE ACCEPTED. LATE BIDS WILL NOT BE ACCEPTED. Bids will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

**All responses must include the following components (in this order):**

- Vendor's Response (Section III of this document)  
You must submit your response on the forms provided. If additional space is required, please attach additional pages.
- Bidder's Affidavit (Attachment 1)

**Prior to the award of a Purchase Agreement**

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this bid document, must be submitted to the City Clerk's Office.
- Proof of a City of Torrance Business License must be submitted to the City of Torrance Purchasing Division if; your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

Any questions regarding this bid should be directed to:

Mr. Eddie Harris, Senior Business Manager  
Torrance Transit System  
(310) 618-3020

**Notice of Mandatory Pre-Bid Meeting**

The City will conduct a **mandatory** briefing session for prospective bidders

**PLACE:** Torrance Transit System  
Operations Division  
20500 Madrona Avenue  
Torrance, California 90503

**DATE and TIME:** Thursday, April 23, 2009 at 2:00 p.m.

Any questions regarding this bid should be directed to:

Mr. Eddie Harris, Senior Business Manager  
Torrance Transit System  
(310) 618-3020

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2009-18

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**Bid to Furnish Personnel to Clean Buses for the City of Torrance Transit Department  
(Torrance Transit System)**

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**SECTION I BID INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed bids will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, May 7, 2009, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of bids. An original and two copies of each bid must be submitted in a sealed envelope and clearly marked: "BID FOR PERSONNEL TO CLEAN BUSES FOR THE CITY OF TORRANCE TRANSIT DEPARTMENT (TORRANCE TRANSIT SYSTEM), B2009-18".

**Definitions:**

The following meanings are attached to the following defined words when used in these specifications and the contract. The word "City" means the City of Torrance, California. The word "Bidder" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof. "Successful Bidder" means the Bidder, Vendor or Contractor that has been awarded the contract.

**Bid Form:**

The bid must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Bid for Personnel to Clean Buses for the City of Torrance Transit Department (Torrance Transit System)", B2009-18" and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the bid is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to a contract. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic bid will be considered.

Blank spaces in the bid form must be filled in; using ink, indelible pencil, or typewriter, and the text of the bid form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a bid will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid form over the signature of the Bidder.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any bid, and to

be the sole judge of the relative merits of the material and or service mentioned in the respective bids received. The City reserves the right to reject any bid not accompanied with all data or information required.

This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

**Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

**Standards for Evaluation of Bids:**

The City staff will use the following priorities, as well as pricing, in determining which bid best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

EVALUATION CRITERIA	POSSIBLE POINTS
Completeness of Proposal	25
Recent Experience	25
Price	30
References	20
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

Bids will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable bids, delivery, and cost.

**Errors and Omissions:**

The Bidder will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Bidder's specifications submitted with its bid. Full instruction will always be given when errors or omissions are discovered.

**Bidders Examination of Requirements:**

The bidder is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a bid proposal will be considered prima facie evidence that the bidder has made such examination.

**The Contract:**

The bidder to whom the award is made will be required to enter into a written contract with the City of Torrance in the form attached (Attachment A). A copy of this notice inviting bids, and the bidder's accepted bid will be attached to and become a part of the contract. All services supplied by the Vendor will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City

reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

**Term of Agreement:**

The term of the agreement will be for a period of one year, from July 1, 2009 to June 30, 2010. There may be options for additional contract years based on the first year of service.

**Mandatory Pre-Bid Meeting:**

Vendors intending to bid on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-bid meeting. Vendors submitting proposals without attending this conference will be disqualified. No exceptions will be allowed.

Place: Torrance Transit System  
Operations Division  
20500 Madrona Avenue  
Torrance, California 90503

Date and Time: Thursday, April 23, 2009 at 2:00 p.m.

**Suspension of Procurement:**

City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, Vendor will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

Vendor will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

**Prevailing Wage:**

Notice is hereby given that the City Council has ascertained that the general prevailing rate of per diem wages in the locality in which work is to be done will follow the provisions of Section 1770 of the Labor Code of the State of California.

CITY OF TORRANCE  
 3031 Torrance Blvd.  
 Torrance, CA 90503

BID NO. B2019-18

**Bid to Furnish Personnel to Clean Buses for the City of Torrance Transit Department  
 (Torrance Transit System)**

**SECTION II SPECIFICATIONS**

**Introduction:**

The following technical requirements describe the services being requested under this Bid.

This Bid is intended to be as descriptive as possible. However, Bidders may not take advantage of omissions or oversights in this document. Bidders must supply products and services that meet or exceed the requirements of this Bid. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**General Requirements:**

The City of Torrance Transit Department, also known as Torrance Transit System (TTS), is searching for a company to provide personnel to clean the interiors of the transit bus fleet. (Transit staff washes the exterior of the buses and vacuums the buses daily.) Torrance Transit currently has a standing fleet of fifty-two (52), forty-foot buses that are to be deep cleaned on a rotational basis at least twice per week. It is necessary that the supplied cleaning personnel work with minimal supervision as most of the cleaning is done after normal business hours on the following sample schedule:

DAY OF THE WEEK	WORK SCHEDULE	HOURS PER SHIFT
Sunday	OFF	0
Monday	7:00 p.m. to 12:00 a.m.	5
Tuesday	7:00 p.m. to 12:00 a.m.	5
Wednesday	7:00 p.m. to 12:00 a.m.	5
Thursday	7:00 p.m. to 12:00 a.m.	5
Friday	7:00 p.m. to 12:00 a.m.	5
Saturday	1:00 p.m. to 8:30 p.m.	7

Note: The agency may change the above schedule at any time to meet operational needs. The total number of hours will not be impacted.

Based on the current contract, Transit staff has made the following assumptions:

Cleaning Personnel

Two (2) Cleaners @ 32 hours per week = 64 hours per week.

64 hours per week x 52 weeks per year = 3,328 hours per year.

Weekly Supervisor Visit

One (1) on-site supervisor, once per week = 4 hours per week.

4 hours per week x 52 weeks per year = 208 hours per year.

Totals

Cleaning Personnel = 3,328 hours per year

Supervisor/Reporting = 208 hours per year

Additional Cleaning Services (ACS) = 35 hours per year

GRAND TOTAL = 3,571 hours per year

Contract Term

Term of the contract will be for one year beginning July 1, 2009 and ending on June 30, 2010. Renewal options will be available.

**Work Performed by Bidder:**

- Bidder will supply two (2) cleaning personnel to perform the requested work. In the event that the cleaning personnel are not native English speakers, at least one of the two must be bilingual (with fluent English being one of the languages).
- Bidder will supply at least one (1) bilingual Supervisor (with fluent English being one of the languages) during the cleaning personnel's shift at least once per week for a total of at least four (4) hours.
- Bidder will provide all cleaning materials and supplies.
- Bidder will deep clean each bus of fleet twice a week. Deep cleaning includes –
  1. Cleaning interior windows
  2. Mopping interior bus floors
  3. Removing all pen and marker graffiti using cleaners or solvents
  4. Clean and sanitize all interior bus surfaces (seats, walls, etc.)
  5. Clean and sanitize the driver's seat area and dash
  6. Vacuum all seats on bus
- All costs for materials and supplies must be included in the hourly wages quoted.
- Preparation of Daily Cleaning Log by the cleaning crew staff (will include a list of which buses were cleaned on that day) and preparation of a Weekly Cleaning Report by the On-Site Supervisor. This report will include the number of each bus and the days it was cleaned.
- Torrance Transit may request Additional Cleaning Services (ACS) of the Contractor for services not originally scheduled per the agreement such as cleaning the tires, putting ArmorAll® on the tires, interior bus detailing, etc. Torrance Transit will notify the Contractor at least seventy-two (72) hours in advance of the need for ACS. ACS is reserved for special events on an as needed basis (e.g. – Presidential/Dignitary visits to the City, Armed Forces Day Parade, Holidays, etc.), and the Contractor will be compensated using the existing hourly rate. Torrance Transit anticipates using 35 hours worth of ACS for the year. Any unused ACS hours will be added back into the main pool of cleaning hours.
- The Project Manager shall perform random, unannounced, supervisory checks of its personnel assigned to the City at least once every month during the working hours set forth in this contract. The result of these checks shall be reported, in-person, to the Transit Operations Manager, Senior Business Manager of Transit Operations, or their designee.
- The Project Manager shall be responsible for meeting in-person with the Transit Operations Manager or their designee once every month to discuss contract performance.

NOTE: Agency and contractor may modify the work performance by written agreement of both parties.

**Failure To Comply With Scope of Work:**

The scope of work outlined above is meant to be as detailed as possible regarding the level of cleaning service to be performed by the Contractor and its cleaning personnel. In the event the service is not performed to a level deemed satisfactory by the City, or the Contractor fails to comply with the scope of cleaning services mentioned above, a series of payment deductions will be enforced as follows:

- First Infraction – will result in a verbal and written warning from the Senior Business Manager.
- Second Infraction – will result in a verbal and written warning from the Senior Business Manager, plus a one time, \$100.00 deduction in payment from the monthly invoice.
- Third Infraction – will result in a verbal and written warning from the Senior Business Manager, plus a one time, \$300.00 deduction in payment from the monthly invoice.
- Fourth Infraction – will result in a verbal and written warning from the Senior Business Manager, plus a one time, \$500.00 deduction in payment from the monthly invoice and could be cause for termination of the agreement.

The decision of whether or not the service level is deemed to be satisfactory will be made by the Transit Operations Manager. The decision may be appealed in writing by the Contractor's Project Manager within five (5) business days of the verbal and written warning. Final decision will be made by the Transit Operations Manager.

**Bid Submittals:**

Each bid must contain the following:

- An itemized cost proposal describing the work to be performed;
- References from other customers and narrative statement on recent experience; and
- Narrative statement on technical competence.

**Supervision:**

The Contractor shall be responsible for monitoring the behavior and actions of personnel assigned to the City of Torrance to ensure satisfactory performance of services as required under this Bid/Contract. Contractor shall perform random, unannounced, supervisory checks of its personnel assigned to the City at least once every month during the working hours set forth in this contract. The result of these checks shall be reported, in person, to the Transit Operations Manager, Senior Business Manager of Transit Operations, or their designee. Failure to comply with assignments given may result in immediate removal of service to the City. The Contractor shall immediately correct any such performance failures on the part of its employees – and if necessary, at the Contractor's expense.

At all times, while on City property, the personnel assigned to this project shall be under the direction of the Transit Director, Transit Operations Manager, Transit Senior Business Manager, Transit Supervisors, and/or Transit Dispatchers.

**Right to Interview Personnel:**

The City reserves the right to interview, and refuse if necessary, the cleaning personnel who are to be assigned to this project/contract.

**Contractor Representative:**

The Contractor shall designate a management representative to act as a Project Manager for the services rendered under this contract. This individual shall be listed as one of the Contractor's Representatives. In the event this individual is not available or no longer employed with the Contractor's firm, the Contractor must

immediately notify the Senior Business Manager of Operations at TTS, in writing, and identify who the interim or new Project Manager is to be.

The Project Manager shall be responsible for meeting in person with the Transit Operations Manager or their designee once every month to discuss contract performance.

**Proof of Insurance:**

The Contractor must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work, as required in Paragraph 17 of the attached contract (Attachment A).

**Torrance Business License:**

The Contractor must apply for and obtain, at its own expense, a City of Torrance business license before commencing work.

**Project Budget:**

The Contractor shall provide a detailed project budget depicting the Contractor's costs that are included in calculating the cost per service hour.

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2009-18

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**Bid to Furnish Personnel to Clean Buses for the City of Torrance Transit Department  
(Torrance Transit System)**

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**SECTION III VENDOR'S RESPONSE**

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

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

**Bid Proposal Submitted By:**

K&P JANITORIAL SERVICES INC.,  
Name of Company

412 S. PACIFIC COAST HWY. SUITE 200  
Address

REDONDO BEACH, CA 90277  
City/State/Zip Code

KELLY LYNCH / PRESIDENT  
Printed Name/Title

310) 540-8878 / 310) 540-9569  
Telephone Number/Fax Number

**Form of Business Organization:**

Please indicate the following (check one);

Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Other: \_\_\_\_\_

**Business History:**

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

GREEN CLEAN CERTIFIED FIRM / 19 Years  
WOMAN OWNED BUSINESS

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

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

**Contact for Additional Information:**

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

KELLY LYNCH  
Name

PRESIDENT  
Title

310) 540-8878 / 310) 540-9569  
Telephone Number/Fax Number

**Addenda Received:**

Please indicate addenda information you have received regarding this bid:

Addendum No. 1 Date Received: 4/28/09  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

1 No Addenda received regarding this bid.

**Payment Terms:**

What are your discounted invoice terms? 3% Net 15

**Renewal Option:**

Please state, if requested by the City, if your company would agree to a second and/or third year renewal of this contract, with terms and conditions unchanged.

Yes  We would agree to a second year with terms and conditions unchanged.

No  We would not be interested in renewing this contract for a second year.

Yes  We would agree to a third year with terms and conditions unchanged.

No  We would not be interested in renewing this contract for a third year.

**References:**

Please supply the names of companies/agencies for whom you recently supplied comparable goods as requested in this bid.

CITY OF HAWTHORNE POLICE DEPT	12501 S. HAWTHORNE BLVD. HAWTHORNE	CHIEF HEFFNER ASSISTANT : GLORIA MARTINEZ 310) 349-2810
Name of Company/Agency	Address	Person to contact/Telephone No.
CITY OF LAWNDALE CITY SCHOOL	4161 W. 147 <sup>th</sup> ST. LAWNDALE, CA	JOHN GILES 310) 901-7958
Name of Company/Agency	Address	Person to contact/Telephone No.
Little Company of MARY	20911 EARL ST. TORRANCE, CA 90503	818) 266-5290 Keith Harrington
Name of Company/Agency	Address	Person to contact/Telephone No.

**Contract Extension to Other Cities/Agencies:**

Please state, if requested by the City, if your company would agree to extend the same price, terms and conditions to other Cities/Agencies.

Yes  We would agree to extend the same price, terms and conditions.

No  We would agree to extend the same price, terms and conditions.

**Contractor's Information:**

Contractor's License Number: 307786 Expiration date: 6/30/09

**Sub Contractor's Information:**

If subcontractor(s) is to be used in the performance of this project, please provide the following information:

1. Company Name: N/A

Address: \_\_\_\_\_

\_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Bidder: K&P Janitorial Services, Inc.  
References:

Entity: City of Hawthorne Police Department  
Contact: Chief Heffner or Assistant Gloria Martinez  
Phone: 310-349-2810

	<p>TT at 4:00 on 5/26. 2 shifts. Kelly is great, very open to constructive criticism, and her secretary is great. Hire good hard working people, do great job. No problems, any problems are resolved quickly, they do a background check on any employee. 4 years. Yes = 4. call owner directly and give a timeframe to come and speak to the person or resolve the issue. yes = 8. glowing review</p>
--	---

Entity: City of Lawndale City School  
Contact: John Giles  
Phone: 310-901-7958

	<p>left message on voicemail 5/26 at 4:05. 5/28 @ 2:18. Gym at the middle school joint use facility. No complaints, used them for 7 years. Occasionally they have had a concern or problem, but nothing major. Yes to invoicing correctly and that expectations were met. When they needed to change the hours of the workers, K&amp;P made the necessary changes with no complaints.</p>
--	---

Entity: Little Company of Mary  
Contact: Keith Harrington  
Phone: 818-266-5290

	<p>Great business. When there is a problem, they fix it right away, highly recommended, best cleaning company they have had. Worked with them for 3 years. Will definitely continue to work with them in the future. 5/27</p>
--	---

- Questions:
- 1 What is your general impression of this company?
  - 2 Have you had any problems with this company?
  - 3 How long has this company worked with you?
  - 4 Would you contract with this company again?
  - 5 What do you most like about this company?
  - 6 What was their response time when you had a concern or problem?
  - 7 Did you have a primary contact person who was responsive to your needs?
  - 8 Was their invoicing done accurately and provided in a timely manner?
  - 9 Was the company able to provide you with cleaning services that met your expectations?

**Weiner, Sarah**

**From:** kelly4lynch@aol.com  
**Sent:** Thursday, May 21, 2009 11:20 AM  
**To:** Weiner, Sarah  
**Subject:** Re: Bus Cleaning Personnel Bid for City of Torrance - question about pricing - K&P Janitorial

Sarah,  
Please review the following :

Hourly Rate Per Cleaning Personnel = \$15.75 and \$15.06 per hour  
Annual Cost @ 3,328 hours per year (hourly rate x 3328 hours) = \$51,270  
# of Supervisors assigned = 1  
Hourly Rate for Supervisor = \$8.90 (K&P to absorb rest of cost)  
Annual Supervisor Cost @ 208 hours per year = \$1,825  
ACS @ 35 hours per year (to be the same as the hourly rate per cleaning personnel x 35 hours ) = \$530  
Grand Total (Cleaner Annual Cost + Supervisor Annual Cost + ACS Cost) = \$53,625

Please let me know if you have any comments or questions,  
Kelly

-----Original Message-----

**From:** Weiner, Sarah <SWeiner@TORRNET.COM>  
**To:** Weiner, Sarah <SWeiner@TORRNET.COM>; 'kelly4lynch@aol.com' <kelly4lynch@aol.com>  
**Cc:** Mills, Jim <JMILLS@TORRNET.COM>; Lee, James <JamesLee@TORRNET.COM>  
**Sent:** Wed, 20 May 2009 4:22 pm  
**Subject:** RE: Bus Cleaning Personnel Bid for City of Torrance - question about pricing - K&P Janitorial

Hi Kelly,

As we discussed, as long as you are going to pay your workers minimum wage, we don't need to know the exact amount you are paying them, just what you plan to charge us. The per hour wage should include both what you plan to charge the City for the hour plus the amount you plan to charge the City for the cleaning supplies.

For example, as we discussed, if you are going to charge the City \$9.50 per hour for the cleaner and \$5.00 per hour for cleaning supplies, you should list your hourly rate at \$14.50.

If you are going to charge the City a total of \$1,825.00 for a Supervisor, you would take that divided by the number of hours (208) to get an hourly rate of \$8.90. You will still have the explanation that you are paying your supervisor already, just working these hours into his/her duties.

You will still need to confirm how much you intended to charge per hour for the cleaning personnel (which will include the rate for the personnel + cleaning supplies and be the same as the ACS hourly rate).

**Please fill out the following:**

Hourly Rate Per Cleaning Personnel = \$  
Annual Cost @ 3,328 hours per year (hourly rate x 3328 hours) = \$51,270.00  
# of Supervisors assigned = 1  
Hourly Rate for Supervisor = \$  
Annual Supervisor Cost @ 208 hours per year = \$  
ACS @ 35 hours per year (to be the same as the hourly rate per cleaning personnel x 35 hours) = \$

5/21/2009

Grand Total (Cleaner Annual Cost + Supervisor Annual Cost + ACS Cost) = \$

**Sarah Weiner**

Transit Staff Assistant  
 City of Torrance, 20500 Madrona Ave  
 Torrance, CA 90503-8654  
 1.310.618.6234 voice, 1.310.618.6229 fax, [sweiner@torrnet.com](mailto:sweiner@torrnet.com)

---

**From:** Weiner, Sarah

**Sent:** Wednesday, May 20, 2009 4:00 PM

**To:** 'kelly4lynch@aol.com'

**Cc:** Mills, Jim; Lee, James

**Subject:** Bus Cleaning Personnel Bid for City of Torrance - question about pricing - K&P Janitorial

**Importance:** High

Hi Kelly,

I was reviewing your bid and would like you to please clarify your pricing.

by my math, if you take 3328 hours divided by 2 cleaners = 1664 hours per cleaner

1664 hours x \$9.50 per hour = \$15,808.00 for cleaner 1

1664 hours x \$9.00 per hour = \$14,976.00 for cleaner 2

\$15,808.00 + \$14,976.00 = \$30,784.00, but you have \$51,270.00 in the box for Annual Cost @3,328 Hours per year.

I also do not understand how you are working the supervisor's hours:

\$11.00 per hour x 208 hours should be \$2,288.00

Also what hourly rate did you use to determine the Additional Cleaning Services (ACS)? If I was to suppose a rate of \$9.50 per hour for 35 hours I would get \$332.50.

Attached is a copy of the relevant pages from the bid for your convenience. Please note that you cannot change the prices that have been bid, but can only clarify your submitted bid. Please get back to me as quickly as possible, thank you!

**Sarah Weiner**

Transit Staff Assistant  
 City of Torrance, 20500 Madrona Ave  
 Torrance, CA 90503-8654  
 1.310.618.6234 voice, 1.310.618.6229 fax, [sweiner@torrnet.com](mailto:sweiner@torrnet.com)

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[Huge savings on HDTVs from Dell.com!](#)

5/21/2009

Contractor's License Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

**Price Bid:**

PRICE BID	
Number of Cleaning Personnel Assigned	2
Hourly Wage Per Cleaning Personnel	\$ 9. <del>50</del> / 9. <sup>00</sup>
Annual Cost @ 3,328 Hours Per Year	\$ 51,270
Number of Supervisors Assigned	1
Hourly Wage Per Supervisor	\$ 11. <sup>00</sup>
Annual Cost @ 208 Hours Per Year	\$ 1,825
Additional Cleaning Services (ACS) @ 35 Hours Per Year (to be the same hourly rate as the normal Cleaning Personnel rate)	\$ 530
<b>GRAND TOTAL</b> (Cleaner Annual Cost + Supervisor Annual Cost + ACS Cost)	\$ 53,625

Bidder shall complete each item with either a check mark to indicate that the item being bid is exactly as specified, or enter a description in the bidder's comments column to indicate any deviation from the specifications of the item being bid.

**Project Manager:**

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

OSCAR AFANADOR / PROJECT MANAGER  
 Name and Title  
310) 650-3692 / 310) 540-9569 / OSCAR@K&PJANITORIAL.COM  
 Telephone Number/Fax Number/Email Address

**Contract Representative:**

Please provide the name of the individual at your company who will be responsible for administering this contract.

KELLY LYNCH / PRESIDENT  
 Name and Title  
310) 540-8878 / 310) 540-9569 / KELLY4LYNCH@AOL.COM  
 Telephone Number/Fax Number/Email Address

**Submittals Received:**

Please indicate that the following are included with your bid:

SUBMITTAL REQUIREMENTS	Please Check or "X" Here If Included:
1. Vendor's Response (Section III)	✓
2. Bidder's Affidavit (Attachment 1)	✓

Bidder must complete each item with either a check mark to indicate that the item being bid is exactly as specified, or enter a description in the Bidder's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	BIDDER'S COMMENTS COLUMN
Bidder will supply two (2) cleaning personnel to perform the requested work. In the event that the cleaning personnel are not native English speakers, at least one of the two must be bilingual (with fluent English being one of the languages).	✓
Bidder will supply at least one (1) bilingual Supervisor (with fluent English being one of the languages) during the cleaning personnel's shift at least once per week for a minimum total of four (4) hours.	We would be able to incorporate this account into our Supervisors Schedule. Thus, we would be able to meet the 4 hour minimum per week and only charge 104 hours (½) absorbing the extra hours into our Supervisors Schedule. This would create a savings and still provide a Full time schedule for our Supervisor.
Bidder will provide all cleaning materials and supplies.	✓
Bidder will deep clean each bus of fleet twice a week. Deep cleaning includes – <ol style="list-style-type: none"> <li>1. Cleaning interior windows</li> <li>2. Mopping interior bus floors</li> <li>3. Removing all pen and marker graffiti using cleaners or solvents</li> <li>4. Clean and sanitize all interior bus surfaces (seats, walls, etc.)</li> <li>5. Clean and sanitize the driver's seat area and dash</li> <li>6. Vacuum all seats on bus</li> </ol>	✓
All costs for materials and supplies must be included in the hourly wages quoted.	✓
Preparation of Daily Cleaning Log by the cleaning crew staff (will include a list of which buses were cleaned on that day) and preparation of a Weekly Cleaning Report by the On-Site Supervisor. This report will include the number of each bus and the days it was cleaned.	✓
Torrance Transit may request Additional Cleaning Services (ACS) of the Contractor for services not originally scheduled per the agreement such as cleaning the tires, putting ArmorAll® on the tires, interior bus detailing, etc. Torrance Transit will notify the Contractor at least seventy-two (72) hours in advance of the need for ACS. ACS is reserved for special events on an as needed basis (e.g. – Presidential/Dignitary visits to the City, Armed Forces Day Parade, Holidays, etc.), and the Contract will be compensated using the existing hourly rate. Torrance Transit anticipates using 35 hours worth of ACS for the year. Any unused ACS hours will be added back into the	✓

main pool of cleaning hours.	
The Project Manager shall perform random, unannounced, supervisory checks of its personnel assigned to the City at least once every month during working hours set forth in this contract. The result of these checks shall be reported, in person, to the Transit Operations Manager, Senior Business Manager of Transit Operations, or their designee.	✓
The Project Manager shall be responsible for meeting in person with the Transit Operations Manager or their designee once every month to discuss contract performance.	✓

STATE OF CALIFORNIA

BIDDER'S AFFIDAVIT

COUNTY OF LOS ANGELES

KELLY LYNCH being first duly sworn, deposes and says:

1. That he/she is the PRESIDENT of K&P JANITORIAL SERVICES INC.  
(Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for

B2009-18 BID TO FURNISH PERSONNEL TO CLEAN BUSES FOR THE  
(Title of BID) CITY OF TORRANCE TRANSIT DEPARTMENT  
(TORRANCE TRANSIT SYSTEM)

- 2. That the bid is genuine; that the same is not sham; 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 purchase order;
- 5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any 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 purchase order;
- 6. That the Bidder has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or 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, federal or public works project.

Dated this 1<sup>ST</sup> day of MAY, 2009

Kelly Lynch  
(Bidder Signature)

PRESIDENT / K&P JANITORIAL SERVICES INC.  
(Title)

REVISED  
FACESHEET



By facsimile from (310) 618-2931  
including facesheet 2 pages

**\* IMPORTANT \***

**Addendum #1**

**B2009-18**

**Bid to Furnish Personnel to Clean Buses for the  
City of Torrance Transit Department  
(Torrance Transit System)**

**DATE:** April 28, 2009

**TO:** Chet Nevels, Alpha Omega Service  
Kelly Lynch, K & P Janitorial Services  
James Johnson, JAMES Janitorial Services  
Tony Percell, Brigadier Corporation  
Nieves Arancibia, Pioneer Janitorial Maintenance  
Carlos Medina, ARS Janitorial Services  
Daniel Vargas, Daniel Janitorial Services

**FROM:** City of Torrance  
City Clerk's Office  
(310) 618-2870

**RE:** B2009-18 Bid to Furnish Personnel to Clean Buses for the City of  
Torrance Transit Department (Torrance Transit System)

**Attached for your review is Addendum #1 for  
B2009-18 Bid to Furnish Personnel to Clean Buses for  
the City of Torrance Transit Department (Torrance  
Transit System).**

**The bid opening date remains the same.**

**ADDENDUM #1**

**CITY OF TORRANCE  
3031 Torrance Boulevard  
Torrance, CA 90503**

**Bid NO. B2009-18**

**Bid to Furnish Personnel to Clean Buses for the City of Torrance Transit Department (Torrance Transit System)**

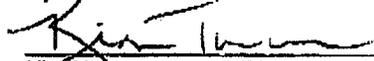
ADDENDUM #1

Notice is hereby given that the following companies attended the Mandatory Pre-Bid Conference on Thursday, April 23, 2009 for Bid NO. B2009-18 the Bid to Furnish Personnel to Clean Buses for the City of Torrance Transit Department (Torrance Transit System):

- Alpha Omega Service
- K & P Janitorial Services
- JAMES Janitorial Services
- Brigadier Corp
- Pioneer Janitorial
- ARS
- Daniel Janitorial Service

Bids will only be accepted from the above companies as the Pre-Bid Conference was mandatory. As stressed during the Pre-Bid Conference, the due date is Thursday, May 7, 2009. The Deadline is 2:00 P.M. LATE PROPOSALS WILL NOT BE ACCEPTED.

By Order Of

  
\_\_\_\_\_  
Kim Turner, Transit Director  
Torrance Transit System

April 27, 2009

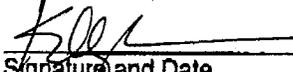
Please return this addendum with your bid proposal.  
I hereby acknowledge receipt of this addendum.

K&P JANITORIAL SERVICES INC.,  
Name of Company

KELLY LYNCH  
Name of Representative

412 S. PACIFIC COAST HWY. SUITE 200  
Address

REDONDO BEACH, CA 90277  
City, State, Zip Code

 5/1/09  
Signature and Date

## ATTACHMENT C

Torrance Municipal Code

**SECTION 22.1.4. LOWEST RESPONSIBLE BIDDER.**

(Added by O-3493)

The lowest responsible bidder will be determined after a consideration of the following factors:

- a) The lowest cost to the City;
  - b) The ability, capacity, facilities and skill of the bidder to perform the contract;**
  - c) The ability of the bidder to perform the contract within the time specified, without delay;**
  - d) The character, integrity, trustworthiness and reputation of the bidder;**
  - e) The competence, reputation and record of performance and experience of the bidder for the successful recent completion of similar work of comparable magnitude;**
  - f) The previous and existing compliance by the bidder with laws and ordinances relating to the type of work to be performed under the contract;**
  - g) The sufficiency of the bidder's financial resources as they relate to the ability of the bidder to perform the contract;
  - h) The quality, availability and adaptability of the supplies and equipment to the particular use required;
  - i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - j) The number and scope of conditions and exceptions attached to the bid by the bidder.
- (emphasis added)




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CITY OF  
TORRANCE

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June 10, 2009

Ms. Doreen Wong  
Asian Rehabilitation Services, Inc  
1701 E. Washington Blvd.  
Los Angeles, CA 90021

Re: Bid Results for Bid B2009-18 - Personnel to Clean Buses

Dear Ms. Wong,

After evaluation of your bid, the City of Torrance has determined that Asian Rehabilitation Services, Inc. (ARS) is a non-responsible bidder per the provisions of the Torrance Municipal Code, Section 22.1.4. Lowest Responsible Bidder, specifically b) through e).

- b) The ability, capacity, facilities and skill of the bidder to perform the contract;
  - c) The ability of the bidder to perform the contract within the time specified, without delay;
  - d) The character, integrity, trustworthiness and reputation of the bidder;
  - e) The competence, reputation and record of performance and experience of the bidder for the successful recent completion of similar work of comparable magnitude;
- A reference reported that they have been seen a decline with ARS' performance, put ARS on a Performance Improvement Plan (PIP), and are taking a deduction from ARS' monthly services due to complaints.
  - A reference reported that at this time, ARS has not been able to provide them with the cleaning services that met their expectations at the amount quoted.
  - A reference reported that issues that have been reported to ARS as problems might occur again.
  - A reference reported that at this point, they were not sure if they would contract with ARS again.
  - Two of the references listed on ARS' bid were not companies that you perform cleaning services for and therefore could not serve as an example "for whom you recently supplied comparable goods as requested in this bid."

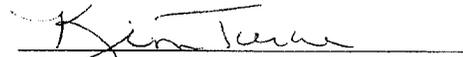
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If you do not agree with this assessment, you can present your side either in writing to:

Jim Mills  
City of Torrance Transit Department  
20500 Madrona Ave.  
Torrance, CA 90503

or at the upcoming council meeting held on June 23, 2008 in the council chambers located in the City Hall building at 7:00 PM.

We would like to thank you for participating in the bid process with the City of Torrance.

  
\_\_\_\_\_  
Kim Turner  
Transit Director