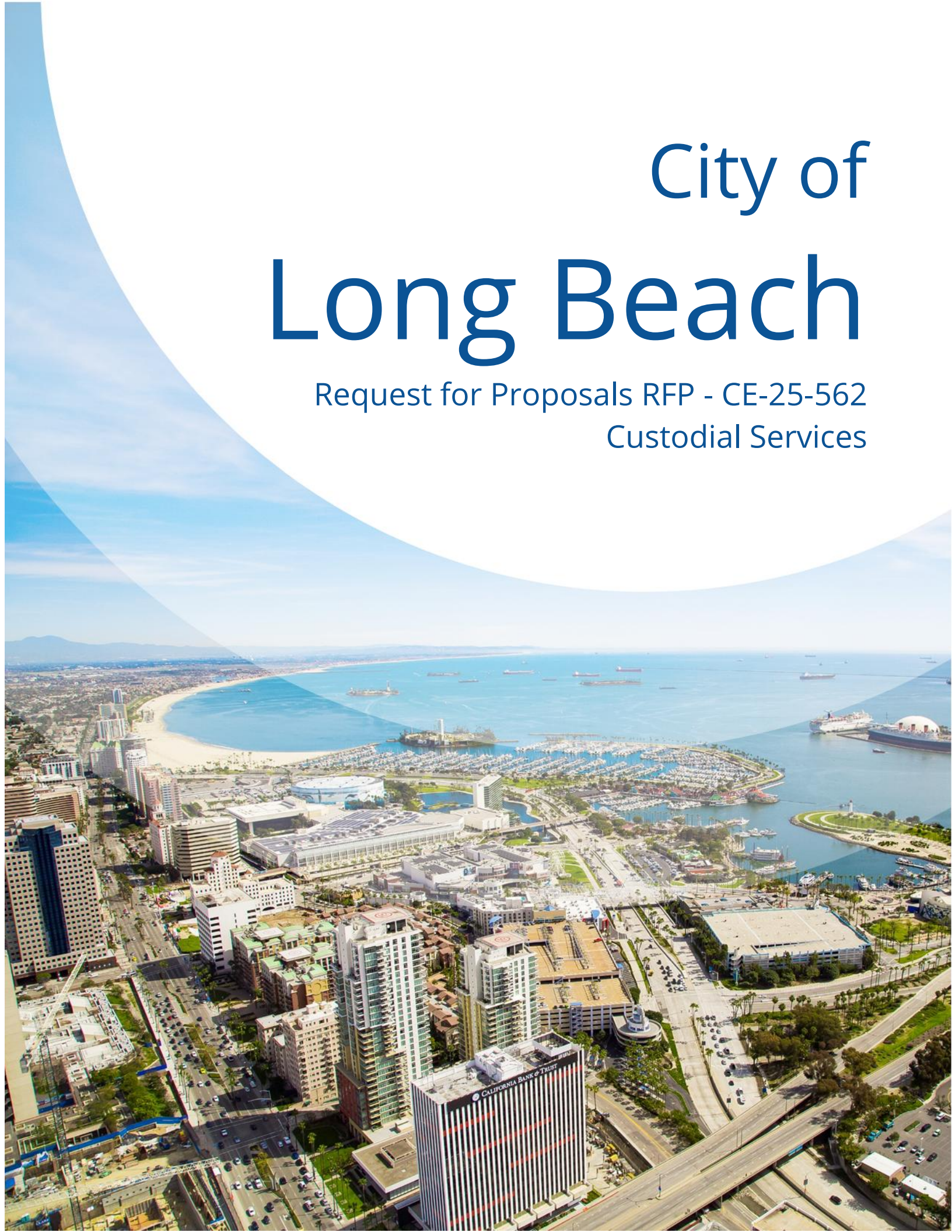


City of Long Beach

Request for Proposals RFP - CE-25-562
Custodial Services



Overview

Summary

The City of Long Beach is seeking vendors to provide custodial services for departments citywide.

The resulting contract(s) ("Master Agreement(s)") is/are made available to other public agencies nationally for "piggybacking" through the Axia Cooperative purchasing program and authorized by various joint powers, statutes, rules and regulations within each state and local jurisdiction.

Key Dates

Release Date: March 12, 2026

Optional Pre-Proposal Meeting: March 24, 2026

Questions Due to the City: March 31, 2026 at 11:00 AM (PDT)

Proposals Due: April 30, 2026 at 11:00 AM (PDT)

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

Jalesia Brown

rfppurchasing@longbeach.gov

All communication with the City related to this RFP must be directed to the contact listed above.

Assistance & Resources

For assistance using Long Beach Buys , please contact us directly
Customer Service Form rfppurchasing@longbeach.gov (562) 570-6200
Additional support available for small businesses in Long Beach
BizCare BizCare staff connect business owners and nonprofit leaders to important resources and information, such as grants, loans, technical assistance, information on City policies, and more. 562-570-4BIZ (4249) 4Biz@longbeach.gov Request Assistance Form

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1 The Opportunity

1.1 Project Summary

The City of Long Beach (City) is seeking proposals from qualified contractors to provide Custodial Services at various City facilities as described in the scope of work and all other RFP-related documents, for a period of 24 months, with the option to renew for three additional one-year periods.

The Contractor shall be fully licensed in accordance with all local, state, and federal regulations to perform the services required under this Contract.

1.2 Background

The Department of Financial Management is responsible for the management of citywide contracts that either provide services or goods to various departments. Long Beach's operations are supported by approximately 20 departments that collectively provide essential functions such as Police, Fire, Public Works, Parks, Recreation & Marine, Airport, Health and Human Services, and more. This citywide custodial services RFP seeks qualified vendors able to support the diverse facility needs across these departments.

1.3 Goals

The City is seeking qualified vendors to provide custodial services to various facilities. The primary goal is to ensure that all facilities maintain a high level of cleanliness and hygiene, reducing germs and creating a healthy work environment. Services should be performed according to a set schedule, ensuring that cleaning and maintenance are conducted consistently.

1.4 Award Terms

This contract will be for a period of two years with the option to renew for three additional one-year periods. The total contract term will not exceed five years.

1.5 Axia Cooperative

Axia Coop LLC ("Axia Cooperative" or "Axia") is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today's evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

The City of Long Beach has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Resulting contract(s) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is \$25,000,000. Please see Attachment D for more information regarding the Axia Cooperative purchasing program.

2 Scope of Work

2.1 Description of Services

2.1.1 Overview

The contractor shall provide custodial maintenance services inclusive of, but not limited to, sweeping, mopping, dusting, emptying waste receptacles, cleaning counters, spot cleaning, stripping and waxing floors, window cleaning – by way of cleaning and/or scrubbing (no painting), filling dispensers, sweeping and washing of hardscape areas, other necessary custodial maintenance, and “Specialty Functions”.

In addition to this RFP, we have four appendices to help provide more information on City of Long Beach City Site Locations, General Services including Tasks and Frequencies, Custodial Equipment and Supplies, and Refuse and Hazardous Waste Handling.

2.1.2 Frequency of Services

The contractor may be required to provide services according to various monthly, weekly, daily and hourly schedules as designated by the requesting agency / department.

2.1.3 Transportation, Equipment & Supplies

The contractor shall arrange for transportation of service providers to and from customer facilities. The contractor is also responsible for providing any necessary equipment and cleaning supplies used by service providers.

2.1.4 Safety Precautions

The contractor shall make every effort to maintain a safe working environment prior to, during and after performing services. This shall include restricting access to work areas while being serviced (e.g., when a floor is being mopped, etc.) and posting necessary signage advising individuals to avoid the area.

2.1.5 Performance Standards & Conduct

Contractor employees shall not remove or take any property, equipment or any other item belonging to the agency and/or its employees. Contractor employees shall maintain a respectful working environment, including refraining from:

- Making loud noises (other than that generated by necessary cleaning equipment)
- Engaging in disrupting and/or distracting behavior
- Smoking in unauthorized locations
- Being under the influence of drugs and/or alcohol
- Using equipment belonging to the agency and/or its employees
- Consuming food and/or beverages belonging to the agency and/or its employees
- Gambling
- Providing access to unauthorized individuals to agency facilities

APPENDICES
Appendix A: City of Long Beach Site Locations
Appendix B: Tasks and Frequencies - General Services
Appendix C: Custodial Equipment and Materials
Appendix D: Refuse and Hazardous Waste Handling

2.2 Performance Metrics & Contract Management

2.2.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the Awarded Contractor during the contract. This list is an indication of the performance metrics of interest to the City, and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties, and may be adjusted over time as needed.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. Daily Cleaning Completion	Measures whether daily janitorial tasks (restrooms, trash removal, common areas) are completed according to schedule	100% of scheduled daily cleaning tasks completed during operating hours	Daily checklist Table signed by on-site contractor; facility inspection logs, service completion reports
2. Response Time to Service Requests and Special Coverage	Timeliness in responding to urgent or unscheduled custodial requests (e.g., spills, biohazards)	Respond within 24 hours of notification for urgent requests. Special coverage responses must be within 72 hours.	Work order system; service logs; timestamped communication records
3. Staffing Levels & Training	Tracks whether sufficient, trained staff are present per contract terms	100% of shifts filled with trained personnel; annual training refreshers for all staff	Contractor staffing schedules; training certification logs
4. Invoicing	Ensure invoices are complete, accurate, and submitted on time per contract terms.	100% of invoices submitted accurately and by the monthly deadline; fewer than 2% require correction.	Invoices reflect detailed information of hours billed per site location

2.2.2 Contract Management

Communication and Management: Implementation of the contract should be a partnership between the City and the Awarded Contractor. The City will be in contact with the Contract Point of Contact regarding contract performance, payments and additional contract management processes. This may include potential quarterly meetings with the City and the Contractor.

2.2.3 Contract Payment

The City of Long Beach issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

The Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices is to include a detailed, description/summary of product or service performed (such as type of work performed, list of vehicle/materials with part numbers, labor hours charged listing tasks performed, authorizing authority of purchase, and the release purchase order number) and all applicable taxes on all invoices.

The Contractor shall submit via email (preferred) or mail a Monthly Summary Invoice directly to the City Department contact at the "Bill To" address specified in the agreement. At a minimum, Monthly Summary invoices shall be prepared on the Contractor's business stationery and shall be submitted by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

Compensation for Reimbursable Items: The City shall pay the Contractor for Reimbursable Items authorized in writing by the Contract Administrator and successfully used in the performance of the Services in an amount equal to the sum of prices to the Contractor for such Reimbursable Items paid for by the Contractor. The Contractor shall make a reasonable attempt to pay only the lowest prices that can be obtained by the Contractor for Reimbursable Items. The Contract Administrator shall have the option to require the Contractor to obtain competitive bids from a minimum of three (3) sources on any single item or group of items that may exceed \$100.00 in total cost.

No payment shall be paid by the City, and the Contractor shall not bill for any Reimbursable Item which has not been requested in writing by the Contract Administrator and delivered,

received by the Contractor, and put to its intended use. No additional payment shall be made to the Contractor for those items of materials or supplies The City elects to provide to the Contractor for use in the performance of the Services.

PAYMENT DEDUCTIONS INVOLVING CONTRACTOR'S NON-COMPLIANCE:

Non-Performance of Services: Routine Services shall be considered not to have been performed when, in the judgment of the Contract Administrator, any one or more of the following conditions exist:

- a. The Routine Services in an area were not performed in strict accordance with the Performance Standards or were not performed at the specified frequency or were not performed during the specified shift or on the day scheduled by the Contractor and agreed to by the Contract Administrator for the performance of the Routine Services tasks.
- b. The Contractor failed to provide the minimum number of work hours for the specified frequency.
- c. The specified equipment, tools or chemicals were not available, were not used, were not used correctly, or were not in good operating condition.
- d. The employee performing the Routine Services had not received the required training specified in the Paragraph entitled "Training" of the Special Conditions section of this Contract.
- e. The employee performing the Routine Services was not uniformed in accordance with the requirements of the Special Conditions.

Special Coverage, Projects, and Emergency Call-outs, will be considered not to have been performed when, in the judgment of the Contract Administrator, any of the following conditions exist:

- a. The Special Coverage, Projects, and Emergency Call-out was not performed in accordance with the Performance Standards.
- b. The Special Coverage, Projects, and Emergency Call-out was not performed within the time period specified in the Work Order.
- c. The Special Coverage, Projects, and Emergency Call-outs as requested by written Work Order was not completed in its entirety.

In addition to the remedies provided heretofore, the Contract may be terminated in accordance with and as described in "Default By Contractor/Termination / Obligation Of Surety," upon Contractor's failure to correct deficiencies in a timely manner.

Deductions, Non-Performance of Service: In the event of non-performance of Routine Services by Contractor, the Contract Administrator shall have the right to exercise one of the following options:

- a. Notify the Contractor of such non-performance and request performance and make no deduction if the Contractor corrects such non-performance within the time frame defined by the Contract Administrator.
- b. Correct the item of non-performance by any means and deduct from payments made to the Contractor direct cost incurred by the City for the correction of the item of non-performance including a reasonable amount for the cost of the time of the employees of the City involved in such correction.
- c. Allow the non-performance to remain uncorrected and make a deduction from payments to the Contractor in accordance with the following paragraphs in this section.

All *Routine Services Tasks* required by the Specifications must be performed in an area before that area is considered acceptable and approved for payment.

3 How We Choose

3.1 Minimum Qualifications

Proposers must meet the following requirements to be considered eligible:

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Any additional mandatory licenses based on the industry

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA	Weight
1. Organizational Capacity & Experience	30%

• Relevant Experience: Demonstrated experience providing custodial services for public agencies or large, multi-site organizations (preferably municipal, airport, police, parks, or similar facilities). • Staffing & Operational Capacity: Adequacy of staffing levels, local presence, supervisory structure, and ability to scale services across multiple facilities with varying schedules (daily, weekly, monthly, emergency). • Performance History & References: Quality and relevance of references, documented success meeting performance standards, and history of contract compliance. • Financial Stability & Business Structure: Financial strength, years in operation, licensing, insurance coverage, and ability to sustain a multi-year agreement, including cooperative expansion through Axia.	
2. Method of Approach • Service Delivery Plan: Clear explanation of how custodial services will be executed, including task scheduling, quality control procedures, site supervision, safety protocols, and compliance with performance standards. • Emergency & Special Coverage Response: Ability to meet required response times (e.g., 24-hour urgent response, 72-hour special coverage) and provide adequate surge staffing when needed. • Quality Assurance & Task Tracking: Tools and systems used to monitor work completion, ensure 100% daily task performance, track employee time, and maintain service logs. • Value-Added Services & Innovation: Inclusion of sustainable practices, green cleaning products, technology solutions (apps, online tracking), training programs, or other enhancements that improve service quality and efficiency.	40%
3. Communications & Reporting • Account Management Structure: Clear identification of points of contact, escalation procedures, and supervision of front-line staff. • Reporting & Performance Monitoring: Ability to provide regular site performance reports (weekly/monthly), staffing reports, invoice accuracy reports, and proof of subcontractor payment (if applicable).	20%

• Responsiveness & Issue Resolution: Defined process for handling service complaints, billing discrepancies, urgent work orders, and corrective action. • Transparency & Compliance: Systems to support audit readiness, record retention, livescan compliance, and adherence to City performance metrics and contract requirements.	
4. Reasonableness of Cost • Clarity & Completeness of Pricing: Detailed labor, supervision, and materials breakdown; clearly defined hourly rates; and explanation of pricing methodology. • Cost Competitiveness: Pricing compared to market standards and value offered relative to service quality and scope. • Cost Control & Adjustments: Transparency in how pricing may be adjusted over time (e.g., CPI-based adjustments), and auditability of any increases. • Value to the City & Cooperative: Demonstrated ability to offer volume discounts, package pricing, or cost efficiencies that benefit both the City and participating Axia Cooperative agencies.	10%

4 Proposal Instructions & Content

4.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	3/12/2026	
Optional Informational Session	9:00 AM (PDT), 3/24/2026	• Virtual via Teams Link: https://teams.microsoft.com/meet/21350577491259?p=sXi6CQ97tk8QS5RbcZ Meeting ID: 213 505 774 912 59 Passcode: 8Jk2QF9H - Dial in by phone 213-279-1690 Phone Conference ID: 559 745 688#
Questions due to the City	11:00 AM (PDT), 3/31/2026	• Submit all inquiries via email to rfppurchasing@longbeach.gov

Posting of the Q&A	4/14/2026	Responses to the questions will be posted on LongBeachBuys.com.
Proposals due	11:00 AM (PST), 4/30/2026	- Proposals should be submitted electronically via LongBeachBuys.com. - Late proposals, or proposals submitted through other channels will not be accepted. - Proposers are responsible for submitting their proposals completely and on time. - Proposers will receive an e-bid confirmation number with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully. - For technical support, email or call the City during normal business hours at LPurchasing@longbeach.gov or (562) 570-6200.
Evaluation of Narrative & Cost Proposals	May/June 2026	- An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. - Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Negotiation & Contractor Selection	May/June 2026	- Selected Contractor(s) will be notified in writing. - Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP. - Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.

Estimated Contract Execution	July 2026	
Proposer Debrief	After Contractor is Selected	Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

PROPOSAL	
☐ Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3.
☐ Cost Proposal	The Cost Proposal should be prepared using: - Itemization: Contractor to provide labor costs for all employees including regular staff, supervisors and managers. - Provide an itemization for material costs. - Time Period: At a minimum, proposed costs will need to be displayed by hourly rates. - If available, detail how "package" pricing is developed and discounted for buildings of common sizes and scopes. - Is all pricing, for City of Long Beach and all other participating agencies of the Axia Cooperative purchasing program, inclusive of all fees (including transportation to/from work sites, necessary equipment & supplies and/or tariffs)? If so, detail how this will impact pricing, accounting for your

distribution network and your ability to make deliveries nationwide (including to rural and smaller agencies). • Describe your pricing methodology. Do you utilize a discount off of hourly rate model, etc.? • Describe how and how often the pricing documents are updated. Detail items and/or categories that may be updated more often than others. • Detail how market conditions impact pricing and propose how you plan to account for such changes. Can pricing adjustments be audited and tracked with an index or other calculation? • Describe any regional and/or individual custom pricing lists that may be available to participating agencies of the Axia Cooperative purchasing program. Detail how this kind of program can be extended to one or more participating public agencies, the number of items that can be made available through such a program, how and how often the list is updated, limitations based on the type and size of the participating agency, etc. • Describe if and how volume discounts may be applied for certain jobs. • Format: The Proposers should submit their Cost Proposals in excel or pdf.	
PROPOSAL APPENDICES	
☐ Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. • Financial Statement or Annual Report • Business tax return • Statement of income and balance sheet
☐ Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
☐ A. Authorization & Certification	

☐ B. Equal Benefits Ordinance (EBO) Form
☐ C. Axia Cooperative Purchasing Program
Attachments Which May be Submitted Upon Award <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible, include available information as part of your proposal to expedite processing.</i>
☐ D. W-9
☐ E. Business License
☐ F. Proof of Registration with the California Secretary of State
☐ G. Certificates of Insurance
☐ Contact Information <i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>

4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?		☐ Non-Profit

	☐ Sole Proprietorship	
	☐ General Partnership	
	☐ Corporation <i>State and Date of incorporation:</i> _____	
	☐ Limited Liability Company	
	☐ Other _____	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Who would be the point of contact for after hour services and emergencies?		
How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Please provide a plan of overview for how the project will be staffed, including the percentage of time each employee will be allocated to the project, and the names and titles of principles.		
Detail your experience in providing Custodial Services regionally and nationally.		
Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.		
How many sellers are dedicated to selling and supporting Custodial Services to the local government market?		
Detail your national service delivery network.		
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and	

	End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 4	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 5	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB-CONTRACTOR CONTACT INFORMATION		
Does the proposal include subcontractors?	☐ Yes	
	☐ No	
If applicable, provide the following for all subcontractors included in this proposal.		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
	Name	

Other Point of Contact (if required)	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	☐ Non-Profit	
	☐ Sole Proprietorship	
	☐ General Partnership	
	☐ Corporation <i>State and Date of incorporation:</i> _____	
	☐ Limited Liability Company	
	☐ Other _____	
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have nationally, locally, and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Please provide a plan of overview for how the project will be staffed, including the percentage of time each employee will be allocated to the project, and the names and titles of principles.		

Method of Approach

1. What is the timeline to request for special coverage or emergency services? i.e., 12 hours
2. Provide a list of your preferred cleaning products that you intend to use.
3. How do you dispatch employees to each work site?
4. How do you track if tasks have been completed by the employees? Please provide a sample.
5. How do you invoice for services when there are multiple sites per department? Please provide a sample.
6. What is the process for billing discrepancies and how will credits be issued?
7. Detail the scope of custodial services and related products that your company offers.
8. Detail your service and safety procedures and standards for various cleaning functions, including: • Mirrors, Windows & Other Glass Cleaning • Dusting • Carpet Care • Rug Care • Hard Surface Floor Cleaning • Restroom & Shower Cleaning • Door & Other Entrance Cleaning • Elevator Cleaning • Stairwell Cleaning • Kitchen Cleaning • Breakroom Cleaning • Waste & Recycling Container Cleaning / Emptying • Drinking Fountain / Water Station Cleaning • Etc. (Please define other services offered)

9. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting?
10. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: • Market the agreement to public agencies nationally • Educate your firm's sales staff about the cooperative purchasing program • Connect your sellers with the Axia team to pursue joint selling efforts • Connect with customer decision makers • Track sales and report back to Axia Cooperative
11. What specific steps will your company take to train and equip their account managers to sell the cooperative contract / program on a national basis?
12. Will you establish national sales goals for public agency adoption of the cooperative agreement?
13. What tools will you utilize to track opportunities and hold sellers accountable?
14. Describe all methods of accepting orders (online, apps, phone, email, in-person, etc.).
15. Describe your available invoicing processes.
16. Describe your customer issue resolution process. Include details of various problems that may arise, such as invoicing disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures.
17. Detail any value-added services and programs that may complement the comprehensive Custodial Services offering. Such offerings may include (but are not necessarily limited to): • Online scheduling capabilities, including (but not necessarily limited to): ○ Availability of mobile websites and/or mobile apps ○ Online service tracking and history ○ Availability of contract pricing through the proposed online system ○ Ability to accept pCards, etc. ○ Ability to manage and restrict access to the proposed online system ○ Detail of security protocols to ensure customer data is safe, such as data storage and data transfer techniques

• Small business partnership programs, such as local fulfillment and/or service partners • Training & Education • Consulting services • Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc. • Customer support services • Rebate/incentive programs • Other services Include details as to how these proposed services/programs would be rolled out to the City of Long Beach and other participating agencies through the Axia Cooperative purchasing program.
18. Complete and sign the Federal Funds Certification included in Attachment D, Exhibit C.
19. Please review the Sample Axia Cooperative Administration Agreement in Attachment D, Exhibit D. Note any questions, concerns and/or proposed exceptions.
20. If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" at https://www.nj.gov/treasury/purchase/forms.shtml#eo134 .

Communications & Reporting

1. Provide your system to track employee cards and hours worked.
2. How will employees be responsible for front-line service delivery be supervised?
3. How does the City communicate new work orders, special coverages or urgent requests?
4. How will the Contractor provide performance reports at each site location? i.e., weekly, bi-weekly or monthly

- | |
|--|
| 5. The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments. |
|--|

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Financial Management
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from

any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.

13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.
19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
20. In the event a Proposer received assistance from City staff or a representative of the City (technical assistance provider), the City is not responsible for any mistakes, inaccuracies, delays, or any other impact that the assistance provided did to impact the Proposer's final product. Available technical assistance support services are only intended to provide advice and does not constitute a basis for any protest to this contract opportunity. It is solely the Proposer's responsibility to prepare and submit a response to the RFP.
21. Proposal will become public record after the conclusion of the negotiation process and before final approval by the awarding body unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby

agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

22. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
23. If the Contractor elects to use subcontractors, the City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
24. Each Proposer must adhere to the City's Vendor Code of Conduct, including, but not limited to, disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest. The Vendor Code of Conduct can be found at <https://longbeach.gov/globalassets/finance/media-library/documents/business-info/purchasing-division/final-vendor-code-of-conduct-2023>
25. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
26. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in

the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

27. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
28. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
29. The City will not be liable for Federal, State, or Local excise taxes.
30. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
31. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
32. Proposals shall be kept confidential through the negotiation process.
33. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance.

34. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.
35. Independent contractors or employees of a third-party employer who are CalPERS retirees are subject to provisions of the Government Code. A CalPERS retiree is an employee of a CalPERS employer who terminates active employment and receives a

monthly CalPERS retirement allowance. Any individual qualifying as a CalPERS retiree doing business as an independent contractor or employee of a third-party employer is required to submit a CalPERS determination to ensure the services provided are considered that of a true independent contractor position. All third-party employers are required to notify any individual they are having work for the City of Long Beach of this requirement. You may reach out directly to CalPERS at membership_reporting@calpers.ca.gov for a determination.

5.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this contract, Contractor shall procure and maintain at Contractor's expense for the duration of this contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
 - a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 or ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude coverage for liability resulting from cross liability protection.
 - b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy

shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.

- c. If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- d. All Risk property insurance in an amount sufficient to cover the full replacement value of Contractor's personal property and equipment used or stored on City premises. With respect to damage to property, Contractor hereby waive all rights of subrogation.
- e. Commercial crime insurance including employee dishonesty or blanket employee dishonesty bond in an amount not less than One Hundred Thousand Dollars (\$100,000).

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this contract. City reserves the right to require

complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this contract.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.
5. Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

6. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.
9. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
11. The provisions of this section shall survive the expiration or termination of this Contract.

5.4 Additional Requirements

1. **LOCATIONS/BUILDINGS**

Current locations are provided in **Appendix A**. The City reserves the right to add or delete locations for services within the City's boundaries under the same terms and conditions as stated herein.

2. **FINGERPRINTING AND BACKGROUND CHECKS**

Persons over the age of eighteen (18) working with or around minors are required by State law to have background checks done by and paid by the Contractor. State law provides that the Contractor shall fingerprint all such persons referred to herein and shall obtain criminal history information pursuant to California Penal Code 11105 or 13100 for each individual.

Prior to the placement of any custodial employee, the Contractor shall provide written verification that all persons, as referred to herein, have not been convicted of any offense involving moral turpitude, nor any offense as specified in Penal Code 11105.3(g), nor any offense relating to the type of services to be performed as determined by the City. The Contractor shall pay the costs incurred in the fingerprinting and obtaining the criminal history information. Any misrepresentations with respect to the Contractor's obligations under this Section or failure to comply with the requirements as stated herein shall constitute a breach of the Contract thereby giving the City the right to terminate the contract immediately.

The City of Long Beach will require custodial employees working within the City under this Contract to be fingerprinted for a livescan. The City's Human Resource Department will receive the results of the livescan and inform your agency, only if the Human Resource Department determines that the custodial employee is a risk to the City and we disallow their services within the City. The Contractor shall be responsible for reimbursing the City of Long Beach for livescan services. Some locations will also require custodial employees working at those locations to pass an FBI livescan in addition to the regular livescan. The current cost for livescan is \$32.00. If required, the cost for the FBI livescan is \$17.00. There is also a processing fee of \$30.00 in addition to the cost of livescans. All costs shall be invoiced by the City's Human Resource Department.

The City encourages all custodial employees to be fingerprinted at the earliest possible date, not to exceed five (5) total days from the start of service. Police and Safety sites require livescans of custodial employees prior to performing duties under this Contract.

With respect to this Section and its requirements, the Contractor shall indemnify and hold harmless the City, its officials, employees and agents, from and against all liability, claims demands, damage, loss, causes of action, proceedings, penalties,

costs and expenses (including attorney's fees, court costs, and expert witness fees) (collectively "Claims" or individually "Claim") arising directly or indirectly out of the negligent or intentional acts or omissions of the Contractor or its officials, employees, or agents.

Independent of the duty to indemnify, the Contractor shall defend the City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of the City shall be required for the duty to defend to arise.

3. **RECORD RETENTION, INSPECTION, AND AUDIT:** City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to work hereunder. The Contractor shall retain such material, including all pertinent costs, accounting, financial records and proprietary data, for a period of five (5) years after termination or expiration of the Contract.

The City shall have the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by the Contractor, and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed. The City reserves the right to require the Contractor to provide additional reports and recordkeeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. All information obtained in connection with the City's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under the law.

If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less than the payments made by the City to the Contractor, then, at the City's discretion, either (1) the Contractor shall immediately repay to the City the overpayment, or (2) the City will give to the Contractor credit against any future payments due to the Contractor. If such an audit finds that the City's liability for services provided hereunder is more than payments made by the City to the Contractor, then the City shall pay the difference to the Contractor provided that in

no event shall the City's maximum obligation exceed the Contract price as originally bid or as stated in an amendment.

4. **CONTRACT TRANSITION**

Transition In: Contractor shall provide a written statement of their transition plan to include potential personnel who will be on the transition team and their roles, subject to City approval. Also included shall be sample timelines illustrating when the Contractor will be fully in place and performing all tasks.

Transition Out: The Contractor shall work in good faith with the City to transition out of the service, should a new Contractor be selected. The storage areas used by the Contractor shall be left in an orderly manner. All materials and equipment owned by the Contractor shall be removed from storage areas in a timely manner. Upon Contract completion, all keys, cards and remote controls given to the Contractor shall be returned to the City's designated Contract Administer with a final walk-through with the Contractor and the City's Contractor Administrators.

5. **WAIVER**

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure, or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

6. THE DISPLACED JANITOR OPPORTUNITY ACT

The Displaced Janitor Opportunity Act, enacted by SB 20, and effective for contracts awarded on or after January 1, 2002, requires the City to identify the following requirements of the statute in its initial bid package. The statutory obligations apply only to contractors with 25 or more employees.

The requirements include notice to a new contractor that they must retain for sixty (60) days any employees employed at the same site for at least the preceding four (4) months by the previous contractor, absent “reasonable and substantiated cause” not to hire based on the employee’s performance or conduct. The City, when awarding a replacement contract, will provide, in a timely manner, the name and address of the new contractor to the previous contractor.

The new contractor is not required to pay the same wage or offer the same benefits, but the new contractor must make a written offer of employment to each non-management, non-supervisory service employee in a language in which the employee is literate. The offer shall state the time (of no less than ten (10) days) within which the employee must accept the offer. The new contractor may not discharge any holdover employees during the first sixty (60) days of their new employment, except for cause. At the end of sixty (60) days, the new contractor must provide a written performance evaluation to each retained employee, and must offer the employee continued employment if the performance was satisfactory. Employment thereafter may be at will.

7. SAFETY

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials or other hazards consequential or related to the work. The Contractor shall additionally accept the sole responsibility for complying with all City, State, Federal, or other legal

requirements, including but not limited to compliance with applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders. The Contractor shall inspect all potential hazards at said buildings and keep a log indicating date inspected and action taken.

All services provided and materials used shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the City's representative(s). The Contractor shall follow the requirements under the Cal OSHA Hazard Communication Standard and provide and maintain Safety Data Sheets (SDS) for any and all chemical products used in the performance of this Contract at each site, in a labeled notebook. The City reserves the right to inspect these sheets at any reasonable time if necessary to ensure compliance and/or determine the acceptability of products being used.

8. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the custodial services are performed.

9. WORK AND WORKMANSHIP

The Contractor shall thoroughly complete each task in a professional, workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide the labor, materials, and equipment necessary for cleaning and maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

The Contractor is hereby required to render and provide custodial services pursuant to the specifications and frequencies established by the City of Long Beach, as set forth herein or revised by the City. The specific frequencies per site are identified in the "Bid Section" and govern the Contractor's completion of required operations.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself, on all matters affecting work hereunder. Should this individual change, the City's representative(s) must be notified in writing within five (5) days after the change.

The Contractor recognizes that other activities and operations may be conducted by City work forces and other parties under contract with the City. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the City.

The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage buildings or turf areas. During the periods when inclement weather hinders normal operations, the Contractor shall adjust its work force and schedule. The Contractor shall immediately notify the City when the work force has been removed from the job site due to inclement weather, or other reasons.

Under no circumstances shall a contracted employee bring children, spouses, relatives or friends to a City building during contracted working hours.

10. CONSTRUCTION ACTIVITY AND MAINTENANCE FUNCTIONS

In the event that construction activity prevents or limits the Contractor from performing certain maintenance operations, the City, at its discretion, may temporarily or permanently remove the affected areas, or maintenance functions, from the Contract and the Contract price shall be reduced pro rata. The City may also request the Contractor to modify maintenance operations, perform other maintenance operations, or perform additional frequencies of other maintenance operations, in lieu of reducing the Contractor's payment.

11. CHANGES IN SERVICE / ADDITIONAL WORK

The City may, at its discretion, authorize the Contractor to perform additional work when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence, or may request, in writing, modifications, reductions, or deletions in established services at the sole discretion of the City due to financial or other reasons.

If the City determines that additional work can be performed by Contractor's present work force, the City may modify Contractor's tasks in order to compensate Contractor for performing said work. Absent said modification, any work not provided for elsewhere in these Specifications and authorized by the City and performed by the Contractor shall be paid by the City as otherwise specified herein.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with a quote for such work. **No work shall commence without the prior written authorization of the City.** Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written quote to the City for written approval.

For modifications, reductions, or deletions in services, the City's representative(s) shall notify the Contractor in writing of changes a minimum of five (5) City business days in advance. Charges for services shall be adjusted by the Contractor on a pro-rata basis to meet changes made. Costs for new services shall be charged in accordance with the pricing quoted by the Contractor and acceptable to the City Representative(s) as otherwise specified herein.

Additional work not listed herein may be requested. All additional work as provided for herein shall commence on the date established by the City, and the Contractor shall proceed diligently to complete said work within the time allotted.

The City reserves the right to bid separately, outside the scope of this bid, for "Additional Work" and "Specialty Functions." There is no guarantee that the City will request the Contractor to perform any "Additional Work" or "Specialty Functions." Bidder must not rely on receiving a request from the City for additional work or specialty functions in preparing and submitting a bid.

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those "Specialty Functions" or "Additional Work" deemed necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.

- a. For authorized work designated as "Specialty Functions," the Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that the Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces, or to contract with a third party for such work.
- b. For authorized work designated as "Additional Work," payment shall be based on the Contractor's estimate for such work. The City shall authorize such work based upon the Contractor's estimate and thereafter the Contractor shall submit an invoice to the City, in all respects satisfactory to the City that shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of the Contractor's estimate for such work. In the event that the City does not authorize such work, the City reserves the right to perform such work with City forces, or to contract with a third party for such work.

12. ALARM SYSTEM

Where applicable, the Contractor shall be charged the actual cost for staff time, including police time, in responding to alarms set off by the Contractor, while in the process of entering or leaving the building.

13. LOCKS AND KEYS

Access to City buildings shall be in accordance with instructions, keys and/or security cards issued or provided by the City's representative(s). Access may include special instruction about security systems installed at buildings. The Contractor shall take all reasonable precautions to ensure that security of the buildings and internal equipment, furnishings and other items are maintained at all times.

The City may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates, etc. The Contractor shall be responsible for purchasing similar locks upon loss of any City-owned locks initially provided to the Contractor. The City shall exchange, one for one, locks that have been vandalized or are inoperable.

The Contractor may provide a chain and lock system, at the Contractor's sole expense, for trash containers located throughout the site for the purpose of securing and limiting the removal or tipping of the containers.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the buildings. The Contractor shall be responsible for the proper use and safe keeping of all keys issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys to the City Representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the City for the total cost, as determined by the City, of re-keying the building or duplicating additional keys.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City.

California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a fine of \$500.00, or both.

14. DAMAGE CAUSED BY CONTRACTOR

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, telephones, copying machines, flooring, window coverings, carpeting, fax machines, telecommunications and electrical equipment and cables, and all other physical objects in buildings being cleaned. Upon verification by the City's Representative(s) of causes and costs of damage, the Contractor shall pay the City for said damage.

All damage to components (i.e. appurtenances) of the buildings or grounds, including but not limited to fixtures, dispensers, partition, plumbing, walls, and floors, caused by the Contractor, shall be corrected at the Contractor's sole expense.

If the Contractor, its employees or subcontractors cause damage to any City building then the Contractor shall repair and/or replace such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

15. STORAGE AREA

The City, at its discretion, may provide storage and office buildings for the Contractor's use. In such case, the Contractor is prohibited from use of said building

for the conduct of any of its business outside the scope of the Contract. Further, said building shall not be used for human habitation, other than a night watchman or patrol service as specifically approved by the City.

City representative(s) shall identify and authorize the Contractor to use a designated area exclusively, or shared with the City, for onsite storage as needed. If the designated area is shared with the City, the Contractor shall clearly identify equipment, materials, and supplies belonging to the Contractor. The City shall provide, if possible and available, a locked storage area. The Contractor shall store all supplies in a safe manner and in compliance with the Cal OSHA Hazard Communication Standard and any other relevant laws and regulations.

The Contractor, at its own risk, may store equipment and materials required for maintenance in said building. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

The Contractor shall not “stockpile” hazardous materials in any quantities at the building, and shall not maintain any quantity of such material at the building greater than that the Contractor plans to use within the following thirty (30) days. Notwithstanding the foregoing, the Contractor shall at times store all hazardous materials in compliance with all applicable state and federal laws and regulations.

The Contractor shall maintain the storage area in a clean, well-organized manner in keeping with the highly visible nature of the surrounding area. Failure to do so may result in the Contractor’s loss of the use of the storage area(s).

The Contractor shall not store paper products such as toilet tissues or paper towels in dirty trash containers without the use of a liner or other barrier to protect the paper products from contamination. Any products that have become contaminated per the Contractor’s action shall be disposed of and not charged to the City.

The Contractor may not store any trash, litter, or recyclable material at the building, or in any vehicle for a period in excess of twenty-four (24) hours. The Contractor shall use such building in such a manner as to not create a nuisance.

The City shall not be liable for damage or loss to the Contractor's equipment, materials or personal property. The Contractor shall hold the City harmless and hereby waives any claims for damage or loss of any equipment, materials and/or property that may occur at City buildings.

The Contractor shall remove all undesirable material, including but not limited to trash, accumulated debris, and equipment that is no longer usable for the purpose it was intended from the storage area(s). The City will inspect storage area(s) once per week for compliance.

The storage area(s) occupied by the Contractor shall be cleaned and swept once per week and the sweepings disposed of in a lawful manner, at a properly licensed building.

Upon expiration or termination of the Contract, the Contractor shall restore storage area to its original condition. Nothing contained herein which permits the Contractor to use designated space shall be deemed or construed as a lease of space, but shall be a mere permissive right to use space.

16. VANDALISM

The Contractor shall report any damage to City property, including but not limited to, vandalism, acts of God, and third party negligence to the City representative at that site on a daily basis.

17. MANAGEMENT, SUPERVISION, AND SAFETY

The Contractor shall provide fully trained and qualified personnel. Training shall be documented and available for review. It is the responsibility of the Contractor's executive, management, and supervisory staffs to oversee the activities of its staff, throughout the range of its activities.

The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be knowledgeable in this Contract and its timelines. An outline of the task requirements, schedule, and timelines for each building shall be kept with each crew. If any task cannot be thoroughly completed within the Contract schedule timeline, the City shall be immediately notified. The Contractor's crew

leader or supervisor shall inspect each site along with custodial staff once a week and provide a weekly report.

Prior to initiating any task, each site shall be inspected by a knowledgeable and responsible employee of the Contractor, who shall determine the practicality of initiating the operation. Upon the Contractor's determination of the impracticality of initiating the operation, the City shall be consulted. The City's decision shall be final.

The Contractor shall inspect and identify any condition(s) that renders any portion of a site unsafe, as well as any unsafe practices occurring thereon, and shall immediately notify the City Representative(s) of any unsafe or undesirable condition(s). This includes, but is not limited to:

- a. damaged/inoperable fixtures, hose bibs, partitions, and dispensers
- b. running water
- c. evidence of arson, vandalism, or other crimes
- d. illegal or suspicious activity occurring in restrooms or the immediate area
- e. damaged/inoperable door locks
- f. inoperable/burned out lights
- g. electrical problems/hazards
- h. graffiti (which cannot be removed through cleaning operations)
- i. hypodermic needles or condoms
- j. large amounts of blood or feces
- k. hazardous or suspicious materials/items
- l. insect, rodent, or bird infestations
- m. homeless persons or their possessions
- n. items lost by patrons
- o. standing water

The Contractor shall be responsible for making minor corrections including, but not limited to:

- a. Using barricades or traffic cones to alert the public to the existence of hazards.
- b. Securing any damaged dispensers, fixtures, or appurtenances so as to protect members of the public or others from injury.

If needed, the Contractor shall assist the public by summoning emergency assistance while at the site. The Contractor shall cooperate fully with the City in the investigation of any injury or death occurring at any site, including a complete written report thereof to the City within five (5) days following the occurrence.

The Contractor shall also ensure that:

- a. Cleaning utensils and tools are not left unattended or laying on walkways or appurtenances where patrons may be put in jeopardy.
- b. Operator and machine safety equipment shall be in place and operational.
- c. Machine speed and operational characteristics shall match manufacturer's recommendations.
- d. Transport and operation speeds shall be within maximum limits established for the site.
- e. The preservation of site equipment, appurtenances, infrastructure, and public activities shall be paramount.
- f. Debris from operations shall not be allowed to compound existing conditions on hard surfaces and public access areas. All debris that is deposited on these areas as a result of the Contractor's work shall be cleared from hard surfaces and public access areas before leaving the site that day
- g. The Contractor shall remediate hazardous materials on site, which result from the Contractor's work and shall properly dispose of the materials. The Contractor shall notify all appropriate agencies.
- h. Malfunctioning equipment shall not be left on site without barricading, tagging, and reasonably supervising it until repairs are affected. In no case shall the equipment be left on site overnight.
- i. During all operations, the Contractor shall be subject to local ordinances regarding noise levels. Any scheduling of the Contractor's operations may be modified by the City at no additional compensation to the Contractor in order to ensure that the public is not unduly impacted by the noise of equipment or operations. The Contractor shall not use any power equipment or have excessive vehicular or staff noise prior to 7:00 a.m., PST.

18. CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

The Contractor shall provide at least one individual who speaks, reads and comprehends the English language at each City building unless otherwise requested by the building representative.

The City may, at any time, give the Contractor notice to the effect that the conduct or action of an employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the City or public. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

The Contractor shall establish an identification system for personnel assigned to the buildings that clearly indicate to City employees and the public the name of the Contractor. The identification system shall be furnished at the Contractor's sole expense and may include appropriate attire and name badges as specified by the City.

All of the Contractor's employees will be required to wear a company uniform, identifying the Contractor and its employee, and shall carry proper visible identification on their person at all times. The Contractor shall notify the City representative at each service location and/or the City's buyer immediately in writing of all changes in contract personnel by submitting name and address of employee and effective date of employment or termination.

BACKGROUND CHECKS ARE TO BE ADMINISTERED PRIOR TO THE EMPLOYEES START DATE AND A COPY OF THE INVOICE IS TO BE SUBMITTED WITH THE WRITTEN CHANGE NOTICE.

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), laws and regulations and any other applicable law, rule, regulation, ordinance and risk management standards, and proper wearing of clothing. Employee pants, shirts,

jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards. **The City shall approve the Contractor's uniform.**

The City expects the Contractor's staff to give to City representative(s) all items, which have been lost or misplaced by the general public, regardless of perceived value. The Contractor shall communicate this expectation to all employees

19. CONTRACTOR'S VEHICLES

The Contractor shall clearly identify and equip each vehicle used at City buildings with decals or magnetic signs on the exterior right and left front door panels identifying the Contractor's name and phone number. No other commercial advertising shall be allowed upon the vehicles, equipment, staff, or posted at the buildings under this Contract. These requirements shall also apply to all sub-contractors.

All vehicles used shall be in "good repair" and shall present a clean, professional appearance. The Contractor's vehicles and equipment shall not be allowed to deposit oil, fluids, litter, foreign substances, or other debris on City Sites. The City reserves the right to require the Contractor to install "diapers" on any and all vehicles utilized or to remove vehicles from the sites until repaired to the satisfaction of the City.

At certain sites and at specified times, the Contractor's vehicles may drive on turf (when it is not wet) or other non-paved surface, following specific routes designated by the City's representative(s). At the other sites, the Contractor's vehicles shall not drive on turf or non-paved surfaces. The City shall provide, if possible, a storage area(s) at those sites, which are not immediately accessible to Contractor's vehicles.

20. LABOR ACTIVITY

The Contractor shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely

performance of the Services, the Contractor shall immediately give written notice thereof to the City.

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor which results in the curtailment or discontinuation of Services provided hereunder, the City shall have the right during said period to employ any means legally permissible to have the Services provided.

In the event of a work stoppage by employees of the City or any of the City's other contractors affecting the site, the Contractor shall furnish the Services required to keep the site in a condition acceptable to the City. In the event of danger to the employees of the Contractor, such Services shall be performed by the Contractor's management and supervisory employees in cooperation with the City's employees.

21. STAFFING

Area Assignments: The Contractor shall assign its employees to areas of work for performance of the Services in accordance with the Minimum Required Hours as defined in the Specifications section of this Contract.

Each employee shall be in his or her assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in his or her work area during the entire work shift except for the break periods described below.

The Contractor shall provide its employees with paid break periods of fifteen (15) minutes per four (4) hour period of work. The Contractor shall ensure that its employees take breaks in areas designated by the Contract Administrator. Break periods shall be calculated from the time an employee of the Contractor discontinues the performance of the work, until the time the worker resumes the performance of the work. Break times in excess of fifteen (15) minutes per four-hour period of work will not be counted toward the actual number of hours worked by the employee.

Holidays: A holiday schedule of site closures will be provided in advance to the Contractor.

22. **TRAINING** The Contractor shall provide each employee used in the performance of Services with adequate training to competently perform the Services.

The Contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, the type and date of each training class attended, and the class instructor. The Contractor shall present such records for inspection upon request by the Contract Administrator. The Contract Administrator may, from time to time, monitor the conduct of such training classes.

At a minimum, the Contractor shall provide each employee performing Services with the following 5 one-hour cleaning procedures classes within the first two weeks of employment, and again each successive six-month period:

Organizing Work Assignments	Carpet Care
Housekeeping Chemicals	Hard Surface Floor Care
Housekeeping Tools & Equipment	Tasks and Frequencies
Dusting	Common Mistakes
Spot Cleaning and Disinfection	Providing Quality Services
Rest Room Cleaning, Disinfection and Re-supply	Soil Prevention

Quartely, the Contractor shall prepare and provide to the Contract Administrator, an electronic schedule of training classes to be conducted the forthcoming quarter.

The schedule shall define the dates, times, locations, contents, instructors, and attendees for each class.

The Contractor shall provide a portable computer and portable projector that will display output from the computer.

The time each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of the Services.

As a minimum, the Contractor shall review that:

- a. All required tools, equipment, supplies and chemicals are available in the building, properly labeled, stored and in good and safe working order.
- b. Each worker has been adequately trained and has received the required minimum number of training hours in the best practice methods and procedures used to perform each task.
- c. Each worker is performing the tasks and cleaning the areas in the most appropriate sequence.
- d. Each worker understands the tasks to be performed, the frequency of task performance and the performance standard for each task.
- e. Each worker has experienced no interference or delay that hinders or prevents the performance of the work.
- f. Each worker is following all safety and security practices.
- g. Each worker is properly uniformed.
- h. Each worker is working for the minimum number of daily hours and in accordance with the specified days of the week.
- i. The discrepancies documented during the last inspection have been corrected.
- j. The key City contact for the building is satisfied that the services have been provided in accordance with the Contract documents.

23. ACCIDENT REPORTING

The Contractor shall immediately notify the designated City Representative(s) of any accident, regardless of whether or not injury or damage is evident, involving patrons and the Contractor's staff, vehicles, and/or equipment. The Contractor shall provide all written reports and/or documentation requested by the City.

24. INQUIRIES AND COMPLAINTS

The Contractor shall maintain an office located within one (1) hour's response time from the buildings requiring maintenance services under this Contract and shall maintain a telephone there, listed in the telephone directory in its own name or in the firm name by which it is most commonly known. During the daily hours of

maintenance operation, the Contractor shall have a responsible person, who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided that the Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's Foreman or an employee of the Contractor who is responsible for providing maintenance services shall be available for notification through electronic communications.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to the Contractor or may deduct such cost from an amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be resolved as soon as possible after notification, but in all cases within twenty-four (24) hours, and to the satisfaction of the City representative(s). If any complaint is not resolved within this time, the City shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted from the payments owing to the Contractor from the City.

The Contractor shall, during the hours and days of custodial services, as identified in the "Bid Section," respond to all emergencies within one (1) hour after notification by the City Representative or identification by the Contractor's staff.

25. UNIFORMS

The Contractor shall ensure all of its employees are clean, neat, and appropriately attired with uniforms and work shoes at all times during the performance of the Services.

In buildings where an employee of the Contractor performs the work while the spaces are occupied by City Staff or accessible by the public, the Contractor shall provide each employee performing Routine and Project Services under this Contract with a freshly laundered uniform with the Contractor logo for each shift.

The Contractor shall supply, launder and maintain employee uniforms at no cost to the employee. The uniforms must meet the approval of the Contract Administrator.

The Contractor shall provide each employee with an Identification badge that displays the Contractor's name, the employee's full name, and a photograph of the employee.

The Contractor shall ensure all employees shall prominently wear the badge at all times while performing the work or on break times for easy identification of Contractor employees.

The uniforms and badges must meet the approval of the Contract Administrator. The Contractor shall submit samples of the badges and uniforms to the Contract Administrator for approval prior to beginning the Services.

26. RECOVERED ORGANIC WASTE PRODUCT

It is the policy of the City of Long Beach ("City"), applicable to all departments and divisions, to incorporate environmental considerations including recovered organic waste product use and recycled content paper products into procurement of business, services, and products.

Recycle Content Paper Products

All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to City shall:

1. Provide Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber.
2. All other paper products provided to the City shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:

- a. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
 - b. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
 - c. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
 - d. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
 - e. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
 - f. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
- 3. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 - 4. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 - 5. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 - 6. Provide records of all Paper Products purchased by the City of Long Beach from the vendor. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled- Content Printing and Writing Paper were not provided.

7. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

5.5 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments

upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.