



REQUEST FOR PROPOSAL

PROFESSIONAL JANITORIAL SERVICES

RFP #201718-01

July 13, 2017

I. INSTRUCTIONS AND CONDITIONS

- A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recyclable paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, Purchasing, City of Madera, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and a statement "**DO NOT OPEN UNTIL THE TIME OF BID OPENING**" and in addition, must be plainly marked on the outside as follows:

BID: Professional Janitorial Services
RFP: 201718-01
Filing Deadline: 3:00 p. m., July 31, 2017

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviation from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

- C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any proposer at any time after submittal and before the award.
- D. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least sixty (60) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- E. Each bidder shall carefully examine each and every term of this RFP; and each bidder shall judge all the circumstances and conditions affecting his/her bid. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this RFP.
- F. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- G. The successful bidder shall enter into a formal agreement with City which will be very similar in content to Attachment D "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP.
- H. The term of this agreement shall be from August 21, 2017 to December 31, 2020. The City may elect to extend the agreement for additional one (1) year periods on a year to year basis, for a maximum of 4 extension years, on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.
- I. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal the bidder shall secure the appropriate Federal, State of California, County or City License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment C will also be required.

Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

The successful bidder, his agents, representatives, employees and subcontractors shall maintain current and appropriate vehicle operator licenses for any vehicle operated within the scope of this agreement.

- J. An award under this RFP will not be based solely on the lowest price. Proposals will be evaluated by a committee and each proposer will be scored on a point system. If an award is made, it will go to the bidder with the highest score.

Each proposer will be scored on the following point system, with a maximum of 100 points.

References	40 points
Price	40 points
Overall Qualifications & Experience	15 points
Overall Quality of Offer	5 points

- K. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal, is filed with Purchasing – Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- L. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company and to change or limit the scope of this project at any time.
- M. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- N. The City recognizes its policy of providing equal opportunity to all qualified persons and hereby notifies all proposers that it encourages all proposers

to take active race/gender-neutral steps to include Disadvantaged Business Enterprises in this and other City agreements. Disadvantaged Business Enterprises will be afforded full opportunity to submit in response to this invitation. Proposers will not be discriminated against on the grounds of race, color, religious creed, sex or national origin in consideration for award.

- O. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor preference shall not apply to those contracts where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- P. **A Pre-Bid walkthrough is scheduled for Thursday, July 20, 2017 at 8:00 a.m.** Those interested in the walkthrough should call in advance and reserve a space. To reserve space call the Purchasing Office at (559) 661-5463. Participants will meet at the Public Works Office at 1030 South Gateway Drive, Madera, CA 93637.

- Q. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.cityofmadera.ca.gov on the Purchasing Department tab, the Bid Announcement and Results link.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 p.m. Wednesday, July 26, 2017. Written questions or inquiries should be emailed, mailed or faxed to:

Becky McCurdy
City of Madera
Purchasing-Central Supply
205 W. 4th Street
Madera, CA 93637

rmccurdy@cityofmadera.com

FAX: (559) 661-0760

II. **GENERAL INFORMATION**

- A. The City of Madera is requesting proposals for contract janitorial services for the following facilities:
1. CITY HALL, 205 WEST 4TH STREET
 2. FINANCE/ATTORNEY, 205 WEST 4TH STREET
 3. PUBLIC WORKS, 1030 SOUTH GATEWAY DRIVE
 4. ENGINEERING OFFICE (TEMP BLDG AT BACK OF 205 WEST 4TH STREET)
 5. INTERMODAL, 123 NORTH 'E' STREET
 6. FRANK BERGON SENIOR CENTER, 238 SOUTH 'D' STREET
 7. UTILITY BILLING, 1030 SOUTH GATEWAY DRIVE
 8. PAN-AMERICAN COMMUNITY CENTER, 703 EAST SHERWOOD
 9. YOUTH CENTER – 1ST FLOOR, 701 EAST 5TH STREET
 10. YOUTH CENTER – 2ND FLOOR, 701 EAST 5TH STREET
 11. POLICE DEPARTMENT, 330 SOUTH C STREET
 12. MUNICIPAL AIRPORT 4020 AVIATION DRIVE
 13. ADULT DAY CARE CENTER, 322 W. 6TH STREET
 14. WASTEWATER TREATMENT PLANT, 13048 ROAD 21 ½
- B. Details of janitorial services to be provided are stated in Section VI. B. Formal sealed bids must include a transmittal letter, references (Attachment "A") and completed bid form (Attachment "B").

III. MINIMUM QUALIFICATIONS

- A. Be a full service reputable firm capable of performing all aspects of bid specifications.
- B. All assigned personnel must be well qualified, experienced and bondable. At least one person assigned to each facility should be bilingual.
- C. Extensive experience performing janitorial services for facilities of similar type and size as those listed above.

IV. FORMAT AND CONTENT OF PROPOSAL

- A. In order for City staff to adequately and fairly evaluate proposals, each submittal must clearly and completely provide the following information.
 - 1. A transmittal letter signed by a duly authorized person that describes janitorial experience providing service to similar public agencies or private entities. Said letter should include the following as well as any other information which would be helpful in the evaluation process.
 - a) Brief overview of firm, including: Company/owner(s) name(s), geographical service area, years in business and key personnel (i.e., names, titles and experience.)
 - b) Total number of full and part-time employees.
 - c) Relief capability to cover employee time off for sick or vacation leave.
 - d) On Attachment "A" list a minimum of six accounts of similar size and type for which janitorial services are currently being provided. Include contact person's name, phone number and address with a brief statement of facilities being serviced by your firm.
 - e) Total proposed monthly compensation for all janitorial services for each City facility listed must be clearly stated on Attachment "B" of this request for proposal. Fees for specific extra charge items must also be stated on Attachment "B."

V. ADDITIONAL CONTRACT INFORMATION

- A. A Blanket Fidelity Bond with a minimum of \$10,000 coverage per employee will be required upon entering into the contract with City. Also, a City Business License and Workers Compensation coverage will be required at time service agreement is signed.
- B. The contract will have indemnification and insurance requirements as indicated on Attachment C.
- C. Janitorial services will be evaluated during the term of the contract by each affected City department then forwarded to the Public Works Department for appropriate action.
- D. City will reserve the right to terminate service at any time with a thirty (30) day advanced written notice.
- E. Janitorial service provider must maintain office hours Monday through Friday from 8:00 a.m. to 5:00 p.m. to receive and respond to inquiries or needs of City within two (2) hours from the time of call.
- F. Payment by City for services rendered will be made within 30 days from receipt of a billing which details the charges for each City facility.

VI. INSTRUCTIONS FOR COMPLETING BID FORM (ATTACHMENT "B")

- A. A separate monthly fee must be stated for each City Facility listed on Attachment "B." **It must cover all monthly costs of janitorial services for each location including, but not necessarily limited to, labor, cleaning materials, supplies, all paper goods, trash can liners, insurance, or other expense.**
- B. Required service level and frequency for each affected City facility is as follows:
 - 1. Perform Daily (Monday - Friday)
 - a) Vacuum all carpeted areas.
 - b) Dust mop or sweep all bare floors.
 - c) Spot clean carpets as needed.

- d) Empty all waste baskets and install fresh plastic liners (as needed due to soiling), dispose of all trash in on-site trash bins.
- e) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate recycling bins.
- f) Clean smudges and unsightly appearance from door jambs, light switches, glass partitions, mirrors, restroom partitions, glass doors (inside/out) and counters, etc.
- g) Clean and sanitize all sinks, toilets and urinals. Wet mop all restrooms.
- h) Refill all dispensers in restrooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.).
- i) Clean and polish drinking fountains.
- j) Check urinal deodorant blocks and replace as needed.
- k) Empty and clean all exterior cigarette ash trays and trash cans.
- l) Clean janitorial closets and/or storage areas.

2. Perform Weekly:

- a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces. Dust cleared desk and table tops, lockers, shelves and cabinets. Clean counters (use appropriate cleaners for each type of surface).
- b) Clean and sanitize telephones.
- c) Wet mop Central Supply Room at Public Works.
- d) Buff all waxed bare floors.

- e) Clean all white/chalk boards
 - f) Remove interior cobwebs.
3. Perform Monthly:
- a) Scrub, wax and buff all bare floors
 - b) Dust all interior walls and spot clean as needed.
4. Perform Quarterly:
- a) Clean interior and exterior of all windows.
5. Perform Semi-Annually:
- a) Dust all mini-blinds.
 - b) Dust and clean baseboards as needed.
6. Extra Charge Services:
- a) Shampoo carpet at a fixed fee per square foot when requested by City. The term “shampoo carpets” shall mean: to clean carpets by wet extraction methodology common to the industry
 - b) Strip, seal and wax floors at a fixed fee per square foot approximately every six months (approximately every three months for Police Department) when requested by City. This includes stripping and sealing vinyl or rubber baseboards.
 - c) Actual square footage of bare floor or carpeted area to be serviced shall be determined by and approved by the Public Works Department Staff member assigned to administer the janitorial services contract, before each job is authorized. City will only pay for square footage actually serviced. This amount may differ from total area of a room or building because furniture is in the way or only part of a floor area needs cleaning or waxing.

VII. PRE-BID MEETING AND WALK-THROUGH OF CITY FACILITIES

- A. A pre-bid meeting and walk-through of all affected City facilities will begin promptly at 8:00 am, Thursday, July 20, 2017. Participants must sign in at the Public Works Conference Room, 1030 South Gateway Drive, immediately prior to the meeting.
- B. Bidders must submit proposals including extra cost items, such as carpet cleaning, based upon observations made during walk-through. Limited time will be available at each site because they are scattered throughout the City. It is expected that the walk-through will take most of the day to complete. Individuals attending the walk-through should be prepared to take adequate notes of their observations to assist them in preparation of bid.

VIII. EVALUATION OF PROPOSALS

- A. Proposals will be evaluated by a committee comprised of City employees. Proposals which are incomplete or not in compliance with the specifications will be rejected.
- B. City may find it necessary and beneficial during the evaluation process to request additional reasonable information from any or all of those submitting proposals.
- C. City may choose to conduct interviews with a number of firms that submit proposals as part of the evaluation process and/or visit sites listed by Bidder on Attachment "A" of their bid submittal to observe quality of janitorial services being provided.
- D. Criteria for selection of a janitorial service provider shall include overall qualifications and experience, references, cost and quality of offer.

IX. COMMENCEMENT DATE AND CONTRACT TERMS

- A. **Successful bidder must begin providing full janitorial service to all affected City facilities on Monday, August 21, 2017.**
- B. Contract administration will be provided by the Public Works Department. Hours of daily service for each City facility must be approved by the Public Works contract administrator. Most janitorial work will have to be completed at night after normal office hours.
- C. Stripping and waxing of floors and cleaning carpets must be completed at

night after normal office hours or on weekends.

- D. Addition or deletion of facilities from the contract remains at the discretion of City and contract shall be amended accordingly. Cost for any City facilities added during term of the contract shall be negotiated at the time.

X. SPECIFICATIONS

- A. Specifications in this document are minimal and any variances should be described in detail.

- B. Floor Areas Square Footage:

1. CITY HALL

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	VINYL ASBESTOS TILE	TERRAZO
1A	Foyer & Hallway				1200
1C	Rear Lobby		72		
2	Administration – Secretary	302			
3	City Administrator	292			
	Administrator Closet	19			
	Administrator Restroom	30			
4	Admin. Services Director	158			
5	Conference Room				471
6	Break Room		164		
8	Copy/ Mail Room	204			
	Hallway		314		
11	Clerk Staff	354			
12	City Clerk	119			
13	Clerk Storage	20			
14	Grants Director	185			
15	Grants Staff	277			
17	Building Inspectors	630			
18	Conference Room	110			

19/20	Human Resources	352			
21	Human Resources Director	178			
22	Building Plans Room		132		
23	Plans Examiner	161			
24A	Building Director	225			
24B	Building Staff	215			
25	Storage			95	
26	Planning Staff	900			
27	Planning Director	175			
28	Community Development Director	175			
29	File Room			86	
31	Women's Restroom				130
32	Men's Restroom				107
56	Council Chambers	372			837
	Council Chambers hallway	30			
TOTAL		5483	682	181	2745

2. FINANCE DEPT./ ATTORNEY

Area/ Room #	ROOM/AREA	CARPET	CERAMIC TILE
1P	Lobby & Hallway		370
2A	HDCP Restroom		105
2B	Women's' Restroom		83
3P	Library/Conf.	84	
4AP	Attorney Restroom		35
4P	City Attorney	224	
5P	City Attorney Secretary	126	
6P	Deputy City Attorney	158	
7P	Conference Room	158	
8P	Accountant	140	
9P	Financial Services	160	
10P	Payroll / Accounting	322	
11P	Women's' Restroom		111
12P	Men's' Restroom		124
16P	Accounts Payable	234	
18P	Accountant	151	

19P	Accountant	142	
21/22 P	Revenue Services	107	
23P	Revenue Services	249	
24P	File Room	146	
25P	Cashiers/Accounting	546	
30P	Revenue Services	158	
33P	Information Systems	94	
35P	Finance Director	245	
TOTAL		3444	828

3. PUBLIC WORKS – Main Building

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	CERAMIC TILE	CONCRETE
1	Facilities staff		115		
2	Water Supervisor		95		
3	Break room (Water)				275
4	Sewer Supervisor		132		
5	Street Lead Workers		310		
6	Restroom (Men's)				281
7	Purchasing/Central Supply Staff		105		1748
8	Solid Waste		133		
9	Public Works Admin.		275		
10	Copy Room		91		
11	Conference Room		379		
12	Hallway		392		
13	Restroom (Men's)			80	
14	Restroom (Women's)			153	
15	PW Lobby		157		
16	Office (Admin		114		
17	Office (Admin Sec.)		94		
18	Office (Solid Waste)		120		
19	Office (PW Director)	210			
20	Restroom		70		
21	Office (Water / Water Quality)		423		
22	Office (Water/Sewer Ops Mgr.)		144		

	Bldg. #2				
1	Engineering Tech		112		
2	Fleet Mgr.		115		
3	SW Staff		115		
4	I.T. Staff		230		
5	Facilities Ops Mgr		112		
6	Streets Ops Mgr		115		
7	Streets Supervisor		115		
8	Purchasing		230		
TOTAL		210	4293	233	556

4. ENGINEERING OFFICE (Temp. Bldg)

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE
1	All Rooms	898	1003
TOTAL		898	1003

5. INTERMODAL

Area/ Room #	ROOM/AREA	CERAMIC TILE	VINYL COMPOSITION TILE	EXPOSED AGGREGATE OR CONCRETE
1	First Transit Lobby		414	
2	First Transit Office		132	
3	First Transit	36		
4	Taxi Office		154	
5	Greyhound inside Bus Waiting		472	
6	Greyhound Services Area		136	
7	Greyhound Ticket Area		84	
8	Greyhound Office		120	
9	Greyhound Baggage		127	
10	Greyhound Storage		80	

11	Greyhound Men's Restroom	114		
12	Greyhound Women's Restroom	125		
13	Janitors Closet in Breezeway			24
TOTAL		275	1719	24

6. FRANK BERGON SENIOR CENTER

Area/ Room #	ROOM/AREA	CARPET	VINYL TILE
1	Multi-purpose Room		1536
2	Game room	680	
3	Kitchen		136
4	Storeroom		32
5	Janitor closet		20
6	Storage		135
7	Hallway		408
8	Men's Room		156
9	Women's Room		156
10	Office	130	
11	Computer Lab	140	
TOTAL		950	2579

7. UTILITY BILLING

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	VINYL ASBESTOS TILE
1	Breakroom		312	
2	Hallway		182	
3	Office	88		
4	Staff Office	231		
TOTAL		319	494	

8. PAN-AM COMMUNITY CENTER

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE	SEALED CONCRETE	CERAMIC TILE
1	Lobby		672		
2	Stage		432		
3	Ramp		144		
4	Storage			130	
5	Storage			45	
6	Police Office		60		
7	Storage			12	
8	Janitor				12
9	Janitor			144	
10	Electrical			96	
11	Foyer		192		
12	Janitor		18		
13	Men's Room				286
14	Women's Room				286
15	Youth Room	414			
16	Multi-purpose		1232		
17	Hallway		150		
18	Office	120			
19	Office	132			
20	Library	238			
21	Men's Room		104		
22	Women's Room		91		
23	Work room		134		
24	Arts/Crafts		280		
25	Senior Serving		110		
26	Sealed Concrete			63	
TOTAL		904	3619	490	584

9. YOUTH CENTER – 1st Floor

Are a/ Roo m #	ROOM/AREA	CARPET	VINYL	TARAFLEX	SEALED CONCRETE	CERAMIC TILE
1	Administration	308				
2	Break		276			
3	Center Director	255				
4	Conference Room	322				

5	Copy Room		140			
6	Crafts Center				1387	
7	Dance			432		
8	Data				168	
9	Electrical				71	
10	Entry Foyer				1540	
11	Gym Storage				456	
12	Hall	336				
13	Hall 129		520			
14	Janitor 114		30			
15	Janitor 126				55	
16	Library	1260				
17	Men's R.R.					345
18	Men's R.R. Staff					64
19	Office	204				
20	Recreation Room		2254			
21	Service		228			
22	Storage				95	
23	Studio	200				
24	Supervisor	170				
25	Supervisor	170				
26	Teen Lounge		726			
27	Women's R.R.					345
28	Women's R.R. Staff					64
Total		3225	4174	432	3772	818

10. YOUTH CENTER - 2ND FLOOR

Area/ Room #	ROOM/AREA	CARPET	NON-SLIP RUBBER	SEALED CONCRETE	CERAMIC TILE
1	Administration	456			
2	Conference	294			
3	Director	338			
4	Director R.R.	64			
5	Elevator				72
6	Hall	396			
7	Janitor			28	
8	Lobby			416	
9	Manager	108			
10	Manager	108			
11	Manager	108			
12	Manager	108			

13	Manager 209	149			
14	Manager 210	149			
15	Men's R.R.				60
16	Reception	44			
17	Stairs		276		
18	Storage			64	
19	Women's R.R.				60
20	Work Room	456			
Total		2778	276	508	192

11. POLICE DEPARTMENT

Area/ Room #	ROOM/AREA	CARPET	VINYL ASBESTOS TILE	CERAMIC MOSAIC TILE
1	Lobby			100
2	Corridor (east)		375	
3	Public Restroom (Men's)		72	
4	Public Restroom (Women's)		56	
5	Records Office	896		
6	Records Supervisor's Office	120		
7	Records Supply		52	
8	Corridor (north)		52	
9	Admin. Sergeant	117		
10	Secretary to Chief	204		
11	Chief	299		
12	Commander	140		
13	Commander	140		
14	Aux. Service Supervisor	150		
15	Training Sergeant	117		
16	Men's Locker Room		629	
17	Women's Locker Room		375	
18	Janitor's Closet #1		20	
19	Property/Evidence	349	1619	
20	Dispatch Supervisor Office	108		
21	Fingerprinting Room		144	
22	Corridor (west)		234	
23	Break Room		357	

24	Kitchen		180	
25	Dispatch	585	8	
26	Corridor (entry/exit, west)		642	
27	Report Writing	297		
28	Briefing		756	
29	Sergeant's Office	950		
30	Interview Room		80	
31	Corridor (south)		289	
32	Information Tech. Office		100	
33	Roof Access Room		35	
34	Interview Room (Detect.)		70	
35	Interview Room (Detect.)		60	
36	Live-Scan		88	
37	Detectives' Office	635		
38	Detective Sergeant	240		
39	Interview Room (Lobby)	72		
40	Interview Room (Lobby)	72		
41	Restroom (Interview Rm)		63	
42	Corridor (Detectives)		204	
43	Corridor (entry/exit, south)		642	
44	Supply Closet (Admin.)		244	
45	Chief's Restroom			117
46	Men's Restroom (Locker)		312	
47	Women's Restroom (Locker)		160	
48	Janitor's Closet #2		20	
49	Corridor (Bulletin Board)		65	
50	Conference Room	390		
51	Media Room	160		
52	Detective Office (Inside)	310		
53	Gym	272		
Total		6623	8003	217

12. MUNICIPAL AIRPORT ONLY CLEANED ONCE PER WEEK

Area/ Room #	ROOM/AREA	CARPET	CERAMIC TILE
1	Lounge & Halls		821
2	Men's Bathroom		144
3	Women's Bathroom		121
Total			1086

13. ADULT DAY CARE CENTER ONLY CLEANED TWICE PER WEEK

Area/ Room #	ROOM/AREA	CARPET	VINYL	HARDWOOD
1	Kitchen, Activity Room, Dining Room, Hallway, Hobby Rooms, Ladies and Men's restrooms.	620	259	1530
Total		620	259	1530

14. WASTEWATER TREATMENT PLANT ONLY CLEANED TWICE PER WEEK

Area/ Room #	ROOM/AREA	CARPET	VINYL COMPOSITION TILE
1	Scada Room		320
2	Break Room		176
3	Locker Room		224
4	Restroom		110
5	Storage		45
6	Emergency Shower		63
7	Laboratory		336
8	Storage		49
9	Hallway		55
10	Restroom		33
11	Restroom		33
12	Office		126
13	Lobby		380
14	Hallway		260
15	Office	192	
16	Office	192	

17	Storage		144
Total		384	2354

CITY OF MADERA
BID FOR
PROFESSIONAL JANITORIAL SERVICES

CURRENT AGENCY OR BUSINESS REFERENCES

This form must be attached to the transmittal letter as part of the sealed bid proposal.
References from six governmental agencies or other similar accounts for which bidder currently provides janitorial services are required.

1. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

2. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

3. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

4. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

5. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

6. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

CITY OF MADERA

BID FORM AND PROPOSAL AUTHORIZATION

PROFESSIONAL JANITORIAL SERVICES

For each City facility, bidder must provide total monthly cost for all labor, material and supplies (tax included) as specified in RFP.

<u>FACILITY</u>	<u>TOTAL MONTHLY BID</u>
1. City Hall	_____
2. Finance/Attorney	_____
3. Public Works	_____
4. Engineering Office	_____
5. Intermodal	_____
6. Frank Bergon Senior Center	_____
7. Utility Billing	_____
8. Pan-American Senior Center	_____
9. Youth Center – 1 st Floor	_____
10. Youth Center – 2 nd Floor	_____
11. Police Department	_____
12. Municipal Airport - <u>ONLY CLEANED ONCE PER WEEK</u>	_____
13. Adult Day Care Center - <u>ONLY CLEANED TWICE PER WEEK</u>	_____
14. Wastewater Treatment Plant - <u>ONLY CLEANED TWICE PER WEEK</u>	_____
TOTAL FOR ALL FACILITIES	_____

EXTRA CHARGE ITEMS (UPON CITY REQUEST)

- | | | |
|--|-------|---------------------|
| 1. Terrazzo Floors (strip, seal, wax): | _____ | PER SQ. FT. |
| 2. Tile or Vinyl Floor (strip, seal, wax): | _____ | PER SQ. FT. |
| 3. Clean Carpets by Wet Extraction Methodology | _____ | PER SQ. FT. |
| 4. Emergency Cleaning- (optional*) | _____ | PER PERSON/PER HOUR |

* If requested, the appropriate crew should respond within two (2) hours of contact (Monday through Friday from 8:00 a.m. to 5:00 p.m.) and perform duties requested within the normal scope of work.

TOTAL NUMBER OF EMPLOYEES IN FIRM:

PART TIME _____
FULL TIME _____
OFFICE STAFF _____

TOTAL NUMBER OF
EMPLOYEES TO BE
ASSIGNED TO CITY
FACILITIES:

SUPERVISORS _____
PART TIME _____
FULL TIME _____

BIDDERS OFFICE HOURS MONDAY - FRIDAY:

_____ A.M. to _____ P.M.

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

PERSON PREPARING BID _____
(Print or Type Name)

POSITION _____

SIGNATURE _____

EMAIL ADDRESS _____

MADERA BUS. LIC. NO. _____

Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

DRAFT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of August, 2017, by and between the CITY OF MADERA, hereinafter referred to as “City” and _____, Hereafter referred to as “Service Provider”;

A. The City is in need of building, cleaning, and maintenance activities usually provided by a janitorial service provider at various City building sites as follows:

City Hall, 205 West Fourth Street
Finance/Attorney, 205 West 4th Street
Public Works, 1030 South Gateway Drive
Engineering Office, Trailer Behind 205 West Fourth Street
Intermodal, 123 North “E” Street
Frank Bergon Senior Center, 238 South “D” Street
Utility Billing, 1030 South Gateway Drive
Pan-American Community Center, 703 East Sherwood
Youth Center – 1st Floor, 701 East 5th Street
Youth Center – 2nd Floor, 701 East 5th Street
Police Department, 330 South “C” Street
Municipal Airport, 4020 Aviation Drive
Adult Day Care Center, 322 W. 6th Street
Wastewater Treatment Plant, 13048 Road 21 ½

(hereinafter the “Sites”). The Service Provider has responded to a Request for Proposals (“RFP”) to perform these needed services at the Sites indicated above and has responded to the RFP attached hereto as Exhibit “A” and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit “B” and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit “A” and Exhibit “B” is hereinafter referred to as the “Janitorial Services.”

B. City requires Janitorial Services of a qualified professional Service Provider for the Sites.

C. Service Provider is a firm having the necessary experience and qualifications to provide Janitorial Services at the Sites.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs Service Provider to perform the Janitorial Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on August 21, 2017.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP and responses thereto set forth in Exhibit "A" and Exhibit "B." The Janitorial Services shall be performed in a professional and workmanlike manner. There shall also be onsite supervision of Service Provider's employees by Service Provider and all employees of Service Provider shall display on their person, photo identification cards provided by Service Provider. Service Provider shall consider City and Intermodal employees' work schedules in coordinating its cleaning of the Sites so as not to unreasonably interfere with such employees.

2.1 Supervisory Personnel. Service Provider shall provide all supervisory personnel, all labor, equipment and supplies of every nature to execute the Janitorial Services, including but not limited to paper goods, sanitary napkins and tampons for womens' toilet room dispensers and soap for toilet room dispensers all in accordance with Exhibits "A" and "B" attached. Schedule of work shall be five (days/nights) Monday through Friday each week.

2.2 Identification Badges, Hiring of Employees. City may periodically request, and Service Provider shall provide a list of all its employees and their respective identification numbers as applicable. Service Provider shall be responsible for the screening, hiring, training and directing of all its personnel. Service Provider shall bear all payroll costs and benefits of its personnel. Service Provider's employees shall display company identification badges designating their company affiliation while at the Sites.

2.3 Periodic Inspection. City reserves the right to perform periodic inspections of Service Providers work to determine adequacy and standard of quality. Service Provider shall make available at City's request and convenience, a staff member to make quarterly building inspections. Service Provider shall establish and maintain a complete periodic record log indicating compliance with all work performed. Such records shall be made available to City upon request.

3. Service Provider's performance and term of contract. The Service Provider is

authorized to commence work on August 21, 2017. The work to be performed by Service Provider as shown on Exhibit "A" and "B" shall be completed in accordance with its scheduled performance listed on Exhibit "A" and "B", i.e., daily, weekly, monthly.

3.1 Term of Contract. The term of this contract shall be from August 21, 2017 through December 31, 2020. The City may elect to extend the agreement for additional one (1) year periods on a year to year basis, for a maximum of 4 extension years, on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.

3.2 Quarterly Evaluation. Service Provider shall cooperate with City in its completion of a Quarterly Evaluation of Service Provider's services which City will undertake on a quarterly basis and furnish results thereof to Service Provider to assist in maintaining quality in the providing of the Janitorial Services.

3.3 Right of Entry. City shall grant or arrange permission for right of entry by Service Provider upon the Sites to provide the Janitorial Services under the Agreement.

4. Service Provider's fees and compensation: amount: how and when payable.

4.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Janitorial Services and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

A. For all items of work and services and for furnishing of supplies, as set forth in the Service Provider's response to RFP and Exhibit "B" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation at the aggregate monthly rate basis, as set forth in Exhibit "A" and "B." The amount of money to be paid by City to Service Provider includes paper supplies as listed in the RFP and response thereto for the Sites.

B. Any items of work and services listed as Extra Charges on Exhibit "A" or "B," shall only be performed upon written request by City and charged for upon completion. For these extra services, City agrees to pay to Service Provider, and Service Provider agrees to receive and accept as payment in full, compensation as shown on Exhibit "A" and "B."

C. The City reserves the right to deduct from the payments due or to become due to the Service Provider for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation, will be furnished to the Service Provider prior to a deduction being made. All work determined by the

Facilities Operations Manager to be defective or deficient in any of the requirements shall be remedied by the Service Provider at Service Provider's expense and in a manner acceptable to the City. Problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location).

D. The fees and costs for these services shall be adjusted annually, commencing January 1, 2018, and shall be based upon the consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.

E. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

4.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider within thirty (30) days after presentation of approved invoices to City.

5. Service Provider's agreement to hold harmless and insurance requirements.

5.1 Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification.

The Service Provider shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.3 Fidelity Bond. Service Provider shall provide at its sole cost a Fidelity Bond covering each of its employees working at the Sites in an amount not less than \$10,000.00.

5.4 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force applicable insurance policies as required by the City of Madera as set forth in Exhibit "A" and "B."

6. Secure Areas. All areas of service shall be secured by Service Provider while performing services to prevent access to facilities from anyone other than authorized Service Provider employees and City personnel and to secure such areas after completion of services. Service Provider shall also only permit Service Provider's employees or City employees with identification access to areas serviced when servicing after normal business hours.

7. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

8. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

9. Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) day's written notice of intent to terminate the contract.

9.1 Termination for Contract Default. If at any time, in the opinion of the City Council, upon recommendation of the City Administrator, 1) Service Provider fails to conform to the requirements of this contract; 2) Service Provider seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against the Service Provider which may interfere with the performance of the contract; or 4) Service Provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with contract as directed by the Facilities Operations Manager within fourteen (14) days from the receipt of such notice the City Council in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the Service Provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the Service Provider or retained under terms of the contract shall be forfeited to the City; but such

forfeiture will not release Service Provider or this sureties from liability for failure to fulfill the contract.

Notice of termination shall be mailed to the City:

City of Madera - Purchasing
Rosa Hernandez, Procurement Svcs. Mgr.
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

In the event of such termination, Service Provider shall be paid for work completed to date of termination and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees calculated on the monthly basis, as set forth in Exhibit "B".

10. Assignment. Neither the City nor Service Provider will assign its interest in this Agreement without the written consent of the other.

11. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 9 hereof.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____

Andrew J. Medellin, Mayor

[Company Name]

BY: _____
[Printed Name, Title]

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson