



REQUEST FOR PROPOSAL- RFP NO. 910-0501-24

Janitorial Services – “Addendum No. 1” and “Answers to Technical Questions”

Please find the following response to questions in regard to the Request for Proposal due on May 1, 2024

Q. Will you be penalized for going over the 5-page limit when answering section 6 – Experience and Technical Competence?

A. No, you will not be penalized for exceeding 5 pages, but try not to give excessive information.

Q. What do we do if the CARB Fleet Compliance Certification does not apply to our business?

A. Check the fifth box on the certification page stating, “The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto” and attach your reasoning if applicable.

Q. On page 13 under Equipment and Supplies, I understand that the Cit will be responsible for supplies, but will the Contractor responsible for paper and plastic trash bags?

A. Contractor is responsible for all trash liners except for the biodegradable recycling liners.

Q. Can we get a copy of the last contract?

A. You can view the published documents for the previous contract on the City’s website at [RFPs – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov) under “Closed Bids”

Q. Will there be multiple awardees?

A. No.

Q. How much was the previous contract?

A. \$758,180 for five years.

Q. Who is the current contractor?

A. Lee’s Building and Maintenance

Q. What is the current monthly charge of the current contractor?

A. Approximately \$15,000 per month.

Q. What is the term of the current contract?

A. June 26, 2019 to June 30, 2024

Q. What is the square footage of the Police Substation – 4307 Lone Tree Way?

A. 3,208 SQ/FT

Q. Is there additional locations or scope of work added from the previous contract?

A. No new locations, and the window cleaning was amended to the original contract in July of 2019.

Q. How many interior and exterior windows are to be cleaned for: City Hall & Council Chambers, Police Department, Public Works? What is the SQ FT of the windows to be cleaned?

A. Only exterior facing windows are to be cleaned on the inside and outside of the glass.

- City Hall & Council Chambers: 57 windows (1,969 SQ/FT)

- Police Department: 71 windows (7,872 SQ/FT)

- Public Works: 65 windows (1,650 SQ/FT)

Q. What is the height of the buildings whose windows are to be cleaned?

A. Measured to the height of the façade or topmost window

- City Hall: 54 ft

- Police Department: 28 ft

- Public Works: 12ft

Q. Will the awarded contractor provide the paper products/toiletries for this project?

A. No.

Q. What is the frequency, day, and time cleaning schedule for this project?

A. Operating hours for each location are listed in the Scope of Work and it is up to the awarded contractor to work with City staff to create a more detailed schedule.

Q. Is a bid bond required/mandatory for this project?

A. No.

Q. The RFP states that we will need to have a Performance Bond for 100% of the contract, and payment bond. Generally this type of insurance is used for construction companies. Please let me know if the bonds will also be for this contract.

A. We are removing the default language in this RFP requiring Payment and Performance Bonds as this contract will not be classified as a “Public Works Contract” which is defined as “a contract for construction, alteration or repair of a public improvement.” Attached to this Addendum are the edited RFP pages that will replace the language requiring the bonds. Please use these new versions when you submit your Proposals.

This addendum must be included with your bid:

Company Name _____

Date Received _____

Signature _____

Name _____

Title _____

CITY OF ANTIOCH

NOTICE INVITING PROPOSALS, RFP NO. 910-0501-24
JANITORIAL SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received until **2:00 pm, May 1, 2024** at 1201 W. 4th St. Antioch, CA 94509, for the furnishing to the City of Antioch (“City”) of **Janitorial Services**.

Interested parties may obtain copies of the above captioned Request for Proposals (“RFP”) at the City’s website accessible at the following web address: www.antiochca.gov/rfps/ and the following boards: Construction Bidboard (Ebidboard) www.ebidboard.com, Dodge Data & Analytics www.construction.com, Marin Builders Association www.marinbuilders.com, Placer County Contractors Association & Builders Exchange Website: www.pccamembers.com, Bay Area Builders Exchange www.bayareabx.com, Peninsula Builders Exchange www.safetystar.org/safetystar, Builders’ Exchange of San Joaquin <http://www.bxsj.org>.

The City will conduct a **mandatory** Pre-proposal Conference on **Wednesday, April 10th at 10:00am** at Antioch Maintenance Service Center, 1201 W. 4th St., Antioch, CA 94509. We will begin with a tour of the Maintenance Service Center and move to the other City facilities associated with the scope of this proposal.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in San Bernardino County for each craft or type of worker needed to execute the Agreement, copies of which are on file and will be made available to any interested party online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful Proposer at the job site. The successful Proposer, and all its subcontractor(s), shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor will any contract be entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the proposer, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Proposer’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under the Agreement and applicable law in its proposal.

Attachment "A"

I. SPECIFICATIONS

Hours Of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17- 05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

Payments & Invoicing

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location line-item numbers. Any City approved changes must be listed on the invoice separately. All information is to be provided in email format, and paper copy if directed so.

Bonds

No Bonds required for this contract.

Budget

The City has budgeted approximately \$15,000/monthly for this job.

Contract Length & Effective Dates

This contract will be effective July 1, 2024 thru June 30, 2027 upon successful approval of contractor's employees, with the option to extend two additional, one-year intervals, solely at the discretion of the City. The City may opt to phase in the City facilities and/or adjust the scope of work depending on the contract amount. City of Antioch will perform weekly, monthly, semi-annual, and annual performance reviews.

Contractor Note

With request for payment each month, Contractor shall provide a list of duties completed and items not accomplished per contract. All information is to be provided in email format and hard copy if directed so. Contractor to be capable of responding to requests by both email and cell phone.

Contractor Will Provide

A safe and motivated crew capable of performing all work per specifications. After approval to start work the contractor is to supply the City representative with a work schedule that must include starting times, dates, and locations. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All labor, equipment, and materials are required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety and quality control.

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction, or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the City's authorized designee/s. The City may use routine surveys of employee satisfaction with the janitorial service to gauge overall customer satisfaction.

I. PROPOSER ACKNOWLEDGMENT FORM

REQUEST FOR PROPOSALS NO. 910-0501-24

FOR JANITORIAL SERVICES (RFP)

To be awarded an agreement pursuant to this RFP, the successful Proposer must agree to enter into the City's Maintenance Services Agreement, without exception, in the form attached to the RFP as **Attachment "C"**.

To be awarded an agreement pursuant to this RFP, the successful Proposer must procure and maintain the types of insurance with coverage limits complying, at a minimum, with the limits set forth in **Attachment "D"** to the RFP.

By signing this form, the Proposer certifies that (i) it has read, understands, and, if selected for award, will sign the Agreement in the form included in the RFP, without exception, and (ii) has read, understands and, if selected for award, will comply with the insurance requirements, without exception, included in the RFP.

Failure to return this form may render the proposal nonresponsive.

Proposer Name: _____

Authorized Representative of Proposer:

Print Name: _____

Signature: _____

Date: _____

ATTACHMENT “D”

INSURANCE REQUIREMENTS (to be inserted as Exhibit “D” to Agreement)

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s Agreement.**

Contractor shall procure and maintain for the duration of the Agreement 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 and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

Garage keepers’ extra liability endorsement to extend coverage to all vehicles in the care, custody, and control of the Contractor, regardless of where the vehicles are kept or driven.

REVISED PER ADDENDUM NO. 1 (PUBLISHED 4/24/24)

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

___ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

REVISED PER ADDENDUM NO. 1 (PUBLISHED 4/24/24)

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- Bid Bond
- Performance Bond
- Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X *Additional Insured Status and Primary/Non-Contributory Language:*

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

Waiver of Subrogation:

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents, and subcontractors.

REVISED PER ADDENDUM NO. 1 (PUBLISHED 4/24/24)

____ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.