



2020 Request for Proposals (RFP)

For

Janitorial Services

September 1, 2020

1. Introduction

The City of San Rafael (City) hereby requests proposals for janitorial services for City facilities. It is the intent of the City to hire a fully-licensed contractor. Services shall include routine janitorial maintenance for all City facilities, including the Police Department, Library, Recreation Centers, Department of Public Works, and City Hall. Work will include: vacuuming, cleaning staircase treads, spot clean carpets as needed, straighten furniture, empty paper, garbage, and compost bins, scrub and mop all bathroom floors, wash basins, toilet seats, toilet bowls, toilet partitions, paper towel dispensers, and refuse bins, line bins with liner, stock all dispensers, dust tabletops, countertops, and desks tops where accessible, wash and clean doors, handles, glass panels in doors, front doors, staircase partitions, and banister rails.

Proposals shall be submitted by businesses that have a capable and demonstrable performance in the type of work described in this Request for Proposals document, including all Attachments (hereafter together referred to as the “RFP”). In addition, all interested businesses shall have sufficient, readily available resources, in the form of trained personnel, support services and financial resources to carry out the work without delay or shortcomings. The Contractor will be required to perform and complete janitorial services by providing all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work. Work must be completed in a professional, thorough and timely manner, in accordance with the standards and specifications as contained in this RFP. The term of the initial contract will be one year. At the City’s discretion, the contract can be extended twice for a period not to exceed two (2) years each time upon proper authorization by the Parties. The City shall retain the lowest responsible and responsive bidder (See Attachment A - Bid Proposal). Interested businesses are invited to submit proposals in accordance with the requirements of this RFP summarized in Section 7.

Electronic submittals must be completed using the Bid Express platform containing this solicitation. Information including the project documents and a how-to guide for first time Bid Express users can be found on the San Rafael Bid Express home page at <https://www.bidexpress.com/businesses/39341/home>. Please note that you will have to register for a free Bid Express account to view project solicitations and download documents.

2. General Requirements

- a. **For purposes of this RFP:** The “City Representative” shall refer to the City’s Facilities Maintenance Supervisor, or his or her designee. The term “Contract” shall refer to the contract entered into between City and the selected Contractor.
- b. **Management Philosophy:** The Contractor shall take a proactive approach in correcting problems within the Contractor’s span of responsibility and control.
- c. **Public Image and Etiquette:** Contractor’s employees shall wear proper protective clothing and uniform, and their clothing shall bear their business name or be unmarked. All contracted employees while on the site shall exhibit a professional appearance. Contractor’s equipment and vehicles shall also be professional in appearance and be well maintained for safe operation.
- d. **Contractor Employees only On-site:** Under no circumstances should anyone other than the Contractor’s employees be on-site while employee is working on City property; including friends or family members of the employee.
- e. **Items:** Nothing is to be taken from City property, unless pre-authorized by a City Representative. Any items found servicing the property must be reported to the City immediately.
- f. **Hours of Operation:** Scheduled operations shall commence no earlier than the times specified in Attachment B “Scope of Work”.
- g. **Repairs and Corrective Actions:** Any private property or City property damaged or altered in any way during the performance of the work under the Contract shall be reported promptly to the City Representative and shall be rectified in a manner approved by the City Representative back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location. Work requested by citizens or hazards reported by Contractor that require scheduling will be prioritized by the City Representative. Immediate response by Contractor may be necessary.
- h. **Safety:** Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements for Contractor’s work including, but not limited to, full compliance with the

terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

- i. Differing Site Conditions:** During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor in writing if an adjustment of the Contract is warranted. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing.
- j. Invoicing:** Separate invoices will be provided for each City Facility. Invoicing shall be made to the City on a monthly basis.
- k. Payment and Inspection Payment:** Payment will be made for work satisfactorily completed as called for in the Contract. Within a reasonable time after notification of the completion of work, the City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 48 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made therefor. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City. Rates shall include all direct and indirect costs.
- l. Adjustment in Scope or Quantity of Work:** If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's

work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of the Contract covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to the Contract.

3. Licensing and Labor

The Contractor shall have experience in janitorial services for other California public agencies over the past three (3) years and shall be duly registered in the State of California. All proposing contractors must comply with the Prevailing Wage terms as outlined below.

Bidders are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City of San Rafael has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality where the work is to be performed for each craft or type of workers or mechanics needed to perform the contract that will be awarded to the successful Bidder. The prevailing rates so determined by the City are on file in the office of the City Clerk, and copies are available to any interested party on request.

Copies of the Contractor's certified payroll shall be submitted to the City within fourteen (14) days of the work performed.

Contractor's employees working in confidential areas such as the Police Department shall be subject to a background check.

4. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for City of San Rafael Janitorial Services (Attachment C). The required bond and insurance documents must comply with all requirements described in Attachment C and must be provided prior to or at the time of execution of the Contract.

5. Equipment

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All

vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on them.

The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the Contractor is unable to consistently provide the necessary equipment to perform the work, such failure may be considered a material breach of the Contract.

6. Scope of Work

a. Routine Janitorial Duties and Responsibilities

This Section 6.a. defines what shall be considered routine janitorial services for the City for the purposes of the Contract. Bids for monthly maintenance costs submitted by Contractors shall be fully inclusive of costs associated with performing all maintenance activities required for routine cleaning. Please refer to Attachment B for the full scope of work.

General duties (applies to all City facilities and buildings)

- Vacuuming office floors and staircase treads. Spot clean carpets as needed and straighten furniture.
- Empty paper, garbage, and compost bins in dumpster.
- Scrub and mop all bathroom floors and baseboards. Wash basins, toilet seats, toilet bowls, toilet partitions, paper towel dispensers, and refuse bins with appropriate anti-microbial wipes. Line bins with liner.
- Stock all dispensers.
- Dust mop all bare floors.
- Dust tabletops, lower book shelving, countertops, and desks tops where accessible. No feather dusters – only vacuum and dust treated cloth shall be used.
- Wash and clean doors, handles, glass panels in doors, front doors, staircase partitions, and banister rails with appropriate anti-microbial wipes.
- Sweep and clean entrance areas, doormats, and thoroughly clean elevator.
- Particular attention must be given to maintain janitorial lockers and basins in a very clean and orderly manner.
- Patios and driveways are maintained by City Parks crew and not by the janitorial service.

Additionally, Contractor should provide the following quarterly maintenance:

- Clean air vents.
- Wash lobby windows.

Additionally, Contractor shall provide the following annual maintenance:

- Interior and exterior window washing.

- b. Frequency of Maintenance:** All City facilities must receive janitorial services on weekdays daily. The Public Safety Center shall receive janitorial service seven (7) days per week.

7. Proposal Requirements

The proposal shall be concise, well-organized, and demonstrate an understanding of and ability to meet the proposed Requirements as outlined in this RFP. The proposal shall consist of:

- Cover letter signed by the Contractor which includes the following information:
 - The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
 - Address of Contractor's maintenance yard(s)
 - Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and any information responsive to the criteria specified in the RFP and/or the proposed Contract.
 - Summary and definitive information regarding licenses, certifications, company experience, and qualifications.
 - Identification of subcontractors and their responsibilities.
- Attachment A – Bid Proposal
 - All contractors submitting a bid must fill out "Price of Items"
- List of key personnel (name, position, experience at position, employer, and dates of employment) available to respond under the Contract.
- List of equipment available for use under the Contract.

Electronic submittal must be completed using the Bid Express platform containing this solicitation by or before September 15, 2020, at 10:00 AM, at which time the bids will be publicly opened and read aloud on a Zoom Meeting. Information including the project documents and a how-to guide for first-time Bid Express users can be found on the San Rafael Bid Express home page at <https://www.bidexpress.com/businesses/39341/home>. Please note that you will have to register for a free Bid Express account to view project solicitations and download documents.

Proposals received after the time and date specified will be rejected and returned unopened to the proposer. Failure to adhere to these specifications may be cause for rejection.

Bid Deadline – September 15, 2020 at 10:00 AM.

Zoom Meeting Info for Bid Opening on **September 15, 2020 at 10:00 AM:**

Topic: RFP for Janitorial Services Bid Opening

Time: Sep 15, 2020 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92279486093?pwd=M2ptN25saFJXWGZm5sWHFsWFBHdz09>

Meeting ID: 922 7948 6093

Passcode: 418129

One tap mobile

+16699006833,,92279486093#,,,,,0#,,418129# US (San Jose)

+13462487799,,92279486093#,,,,,0#,,418129# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 922 7948 6093

Passcode: 418129

Find your local number: <https://zoom.us/u/aduxpmAYWW>

8. Bid Award Process

The City will award one contract for City of San Rafael Janitorial Services 2020 to the lowest responsive and responsible bidder. To determine the lowest bid, the City will review the Grand Total for each Bidder as indicated on the Bidder's Bid Proposal (Attachment A).

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract. The City shall also maintain the right to reject all bids.

9. RFP Addenda

All requests for clarification for this RFP must be made in writing. The City will only respond to written questions from contractors. The City will not respond to verbal questions submitted by telephone or in person. All questions relating to the RFP shall be

submitted at least 96 hours prior to the due date on this solicitation's webpage found on the San Rafael Bid Express website at <https://www.bidexpress.com/businesses/39341/home>.

Addenda will be also be posted on this Bid Express solicitation webpage under the project's Attachment List. By submitting a proposal, the proposer affirms that they are aware of any addenda and have prepared their proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content.

10. Attachments

Attachment A – Bid Schedule

Attachment B – City Facilities Scope of Work

Attachment C – Sample Agreement

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Extended Total Amount” column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

BID ITEM NO.	LOCATION (See Attachment B – Scope of Work)	MONTHLY COST
1	City Hall	\$
2	Public Safety Center	\$
3	Public Works Department	\$
4	Downtown Library	\$
5	Pickleweed Library	\$
6	Terra Linda Community Center	\$
7	Falkirk Cultural Center	\$
8	Coleman Childcare Portable	\$
9	Lucas Valley Childcare Portable	\$
10	Glenwood Childcare Portable	\$
11	Mary Silveira Childcare Portable	\$
12	Parkside Childcare Center	\$
13	Pickleweed Childcare Center	\$
14	Vallecito Childcare Portable	\$

TOTAL MONTHLY BASE BID: \$ _____

Attachment B – Scope of Work

Summary

The City requires Janitorial Services at the following City facilities:

	<u>Facility</u>	<u>Address</u>	<u>Janitorial Serviced Areas</u>	<u>Sq Ft</u>	<u>Frequency</u>
1	City Hall	1400 5 th Ave	All areas	30,050	<i>Weekdays</i>
2	Public Safety Center	1375 5 th Ave	Police Department Fire Department Admin	38,000	<i>Everyday Weekdays</i>
3	Public Works Department	111 Morpew St	All areas, not including maintenance bays	23,630	<i>Weekdays</i>
4	Downtown Library	1100 E St	All areas	15,000	<i>Everyday</i>
5	Pickleweed Library	50 Canal St	All areas	2,000	<i>Wed-Sun</i>
6	Terra Linda Community Center	670 Del Ganado Rd	Pool area restrooms only	2,000	<i>Seasonal</i>
7	Falkirk Cultural Center	1408 Mission Ave	All areas	5,350	<i>3x week</i>
8	Coleman Childcare Portable	800 Belle Ave	All areas	1,920	<i>Weekdays</i>
9	Lucas Valley Childcare Portable	1175 Idylberry Rd	All areas	1,920	<i>Weekdays</i>
10	Glenwood Childcare Portable	25 W Castlewood Dr	All areas	1,920	<i>Weekdays</i>
11	Mary Silveira Childcare Portable	375 Blackstone Dr	All areas	1,920	<i>Weekdays</i>
12	Parkside Childcare Center	51 Albert Park Ln	All areas	7,000	<i>Weekdays</i>
13	Pickleweed Childcare Center	40 Canal St	All areas	2,400	<i>Weekdays</i>
14	Vallecito Childcare Portable	50 Nova Albion Wy	All areas	1,920	<i>Weekdays</i>

Supplies and Equipment: Contractor shall provide all labor, chemicals, equipment, and supervision. All paper products, liners and soap shall be supplied by the City.

Attachment B – Scope of Work

Location-Specific Scope of Work

(1) City Hall

(2) Public Safety Center

Scheduling of Work. Facility shall be cleaned daily in the evening after closing (5pm Mon-Fri).

ENTRY WAY AND HALLWAYS		
Spot clean glass on entry doors		As needed
Dust horizontal surfaces		As needed
Dispose of all waste in the correct bins and replace liners	1	x/day
Remove visible cobwebs inside and outside of main entry		As needed
Vacuum all carpeted areas	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Dust window ledges, base of chairs, picture frames	1	x/week
OFFICES/CONFERENCE ROOMS		
Dust any computers, computer towers, keyboards	1	x/week
Dust desks when paper free – dust around items when items are present	1	x/week
Dust all horizontal surfaces: files, cabinets, & copy machines	1	x/week
Dispose of all waste in the correct bins and replace liners	1	x/day
Restock soaps, sanitizer, and paper supplies	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Vacuum all carpeted areas	1	x/day
Dust window ledges, base of chairs, picture frames	1	x/week
KITCHEN/BREAK AREA		
Clean and disinfect kitchen sink and counter tops	1	x/day
Wipe down tables	1	x/day
Dispose of all waste in the correct bins and replace liners	1	x/day
Restock soaps, sanitizer, and paper supplies	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Clean stove	1	x/day
Spot clean kitchen cabinets	1	x/day
Clean drinking fountains	1	x/day
Clean vending machines	1	x/day
RESTROOMS		
Spot clean vertical surfaces: walls and doors	1	x/day
Clean and disinfect counters and sinks	1	x/day
Clean and disinfect toilets and urinals	1	x/day
Clean mirrors and polish fixtures	1	x/day
Clean dispensers	1	x/day
Restock hand soaps and paper disposables	1	x/day
Dispose of all waste in the correct bins and replace liners	1	x/day

Attachment B – Scope of Work

Vacuum/sweep and mop all hard surfaces	1	x/day
Clean shower booths and detention rooms	1	x/day
TRAILER		
General dusting around items if present	1	x/week
Dispose of all waste in the correct bins and replace liners	1	x/day
Clean inside and outside of main entry	1	x/week
Remove visible cobwebs	1	x/week
Vacuum all carpeted areas	1	x/week
Vacuum/sweep and mop all hard surfaces	1	x/week
SECURITY AND COMMUNICATION		
Make sure all doors are locked	1	x/day
Disarm/arm security system	1	x/day

(3) Public Works Department

Scheduling of Work. Facility shall be cleaned daily in the evening after closing (5pm Mon-Fri).

ENTRY WAY AND HALLWAYS		
Spot clean glass on entry doors		As needed
Dust horizontal surfaces		As needed
Dispose of all waste in the correct bins and replace liners	1	x/day
Remove visible cobwebs inside and outside of main entry		As needed
Vacuum all carpeted areas	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Dust window ledges, base of chairs, picture frames	1	x/week
OFFICES/CONFERENCE ROOMS		
Dust any computers, computer towers, keyboards	1	x/week
Dust desks when paper free – dust around items when items are present	1	x/week
Dust all horizontal surfaces: files, cabinets, & copy machines	1	x/week
Dispose of all waste in the correct bins and replace liners	1	x/day
Restock soaps, sanitizer, and paper supplies	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Vacuum all carpeted areas	1	x/day
Dust window ledges, base of chairs, picture frames	1	x/week
KITCHEN/BREAK AREA		
Clean and disinfect kitchen sink and counter tops	1	x/day
Wipe down tables	1	x/day
Dispose of all waste in the correct bins and replace liners	1	x/day
Restock soaps, sanitizer, and paper supplies	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Clean stove	1	x/day

Attachment B – Scope of Work

Spot clean kitchen cabinets	1	x/day
Clean drinking fountains	1	x/day
Clean vending machines	1	x/day
RESTROOMS		
Spot clean vertical surfaces: walls and doors	1	x/day
Clean and disinfect counters and sinks	1	x/day
Clean and disinfect toilets and urinals	1	x/day
Clean mirrors and polish fixtures	1	x/day
Clean dispensers	1	x/day
Restock hand soaps and paper disposables	1	x/day
Dispose of all waste in the correct bins and replace liners	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Clean shower booths and detention rooms	1	x/day

(4) Downtown Library

(5) Pickleweed Library

Scheduling of Work: Facilities shall be cleaned daily in the evening after closing (8pm Mon-Thurs, 5pm Fri-Sun) and a cleaning of the 4 restrooms Monday-Thursday between 3-4pm.

ENTRY WAYS, HALLWAYS, AND PUBLIC AREAS		
Wash and clean doors, handles, glass panels in doors, front doors, staircase partitions, and banister rails	1	x/day
Dust horizontal surfaces		As needed
Dispose of all waste in the correct bins and replace liners	1	x/day
Remove visible cobwebs inside and outside of main entry		As needed
Vacuum all carpeted areas	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Dust window ledges, base of chairs, picture frames	1	x/week
Empty trash containers and replace liners	1	x/day
Empty recycling containers	1	x/day
Dust tabletops, lower book shelving, countertops, and desks tops where accessible	1	x/day
Vacuum carpets	3	x/week
Dust mop all floors	1	x/day
Sweep and mop floors	3	x/week
Remove Cobwebs	1	x/week
Clean public computer areas and desks	1	x/day
Thoroughly clean elevator	1	x/day
Clean air vents	1	x/quarter
Wash lobby windows	1	x/quarter
OFFICES/CONFERENCE ROOMS		
Dust any computers, computer towers, keyboards	1	x/week
Dust desks when paper free – dust around items when items are present	1	x/week

Attachment B – Scope of Work

Dust all horizontal surfaces: files, cabinets, & copy machines	1	x/week
Dispose of all waste in the correct bins and replace liners	1	x/day
Restock soaps, sanitizer, and paper supplies	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Vacuum all carpeted areas	1	x/day
Dust window ledges, base of chairs, picture frames	1	x/week
KITCHEN/BREAK AREA		
Clean and disinfect kitchen sink and counter tops	1	x/day
Wipe down tables	1	x/day
Dispose of all waste in the correct bins and replace liners	1	x/day
Restock soaps, sanitizer, and paper supplies	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day
Clean stove	1	x/day
Spot clean kitchen cabinets	1	x/day
Clean drinking fountains	1	x/day
Clean vending machines	1	x/day
RESTROOMS		
Spot clean vertical surfaces: walls and doors	1	x/day
Clean and disinfect counters and sinks	1	x/day
Clean and disinfect toilets and urinals	1	x/day
Clean mirrors and polish fixtures	1	x/day
Clean dispensers	1	x/day
Restock hand soaps and paper disposables	1	x/day
Dispose of all waste in the correct bins and replace liners	1	x/day
Vacuum/sweep and mop all hard surfaces	1	x/day

(6) Terra Linda Community Center

Scheduling of Work. Facility shall be cleaned two times per week on Thursday nights after 9pm and Sunday evenings after 7pm from April through the third week in September.

POOL RESTROOMS		
Spot clean vertical surfaces: walls and doors	2	x/week
Clean and disinfect counters and sinks	2	x/week
Clean and disinfect toilets and urinals	2	x/week
Clean mirrors and polish fixtures	2	x/week
Clean dispensers	2	x/week
Restock hand soaps and paper disposables	2	x/week
Dispose of all waste in the correct bins and replace liners	2	x/week
Vacuum/sweep and mop all hard surfaces	2	x/week
Clean shower booths and detention rooms	2	x/week
Wet mop hard surface floors using germicidal product that smells fresh	2	x/week
Clean all lockers inside and outside	2	x/week

Attachment B – Scope of Work

High dusting: air grills, ceiling fixtures	1	x/month
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(7) Falkirk Cultural Center

Scheduling of Work. Facility shall be cleaned in the evening after closing (5pm Mon-Fri).

AREAS TO BE SERVICED		
Restrooms	3	x/week
Office	3	x/week
Entry, Foyer, Dancing room, conference room all first floor	3	x/week
Kitchen	3	x/week
Stairs	1	x/week
Art Gallery upstairs	1	x/month
Changing room and restroom upstairs	1	x/week
BASIC SERVICES		
Empty trash containers and replace liners	3	x/week
Empty recycling containers	3	x/week
Dust furniture including all woodwork	3	x/week
Vacuum carpets	3	x/week
Sweep and mop floors	3	x/week
Spot check door glass	3	x/week
Remove Cobwebs	1	x/week
KITCHEN		
Clean counters tops and sinks	3	x/week
Clean Stove, hood	3	x/week
Sweep and mop floors and edges	3	x/week
Sweep and mop all floors and under equipment	3	x/week
RESTROOMS		
Spot clean vertical surfaces	3	x/week
Wipe down horizontal surfaces: counter tops, dispensers, toilets	3	x/week
Clean and disinfect toilets	3	x/week
Clean all mirrors	3	x/week
Dispose of waste and install new liners	3	x/week
Spot clean and/or shine any waste receptacles	3	x/week
Wet mop hard surface floors using desinfectant	3	x/week
Restock hand soaps and paper disposables	3	x/week
High dusting: air grills, ceiling fixtures	1	x/month

Attachment B – Scope of Work

- (8) Coleman Childcare Portable
- (9) Lucas Valley Childcare Portable
- (10) Glenwood Childcare Portable
- (11) Mary Silveira Childcare Portable
- (12) Parkside Childcare Center
- (13) Pickleweed Childcare Center
- (14) Vallecito Childcare Portable

Scheduling of Work. Facilities shall be cleaned Monday through Friday in the evening after closing (6:30pm).

CENTRAL AREAS		
Dispose of all waste in the correct bins and replace liners	1	x/day
Vacuum all carpets and rugs	1	x/day
Sweep/vacuum and mop all hard surface floors	1	x/day
Remove any paints from floors	1	x/day
Dust windowsills	1	x/day
Clean and disinfect sinks, counter tops and tables	1	x/day
Wipe down inside/outside of microwave	1	x/day
Wash any leftover dishes and set aside to dry (City will put away)	1	x/day
Clean entry door glass	1	x/day
Make sure all doors are locked	1	x/day
Make sure heating/AC system is off before leaving	1	x/day
Turn lights off before leaving	1	x/day
Disarm/arm security system	1	x/day
Clean air vents	1	x/month
Deep clean the carpets, floors and windows	1	x/year
RESTROOMS		
Clean and disinfect restroom counters and sinks	1	x/day
Clean and disinfect toilets, including base and rear	1	x/day
Spot clean partitions, walls and doors	1	x/day
Polish fixtures and clean mirrors	1	x/day
Mop hard surface floors	1	x/day
Restock hand soaps and paper disposables	1	x/day

CITY OF SAN RAFAEL

Department of Public Works
111 Morphew Avenue
San Rafael, CA 94901

Public Works Contract for Projects up to \$175,000

This public works contract ("**Contract**") is entered into by and between the City of San Rafael ("**City**") and <_____> ("**Contractor**"), a _____ <insert type of business entity>, for work on the City's <_____> ("**Project**"), and is effective on _____, 20__ ("**Effective Date**").

The parties agree as follows:

1. Scope of Work. Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the work required for the Project ("**Work**"), as specified in **Exhibit A, Scope of Work**, and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. To the extent that any attachment contains provisions that conflict or are inconsistent with the terms set forth in the body of this Contract, the Contract terms will control. This Project requires a valid California contractor's license for the following classification(s): A

2. Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below:

- 2.1 Notice Inviting Bids;
- 2.2 Contract;
- 2.3 Addenda, if any;
- 2.4 Exhibit A – Scope of Work;
- 2.5 Exhibit B – Noncollusion Declaration;
- 2.6 Exhibit C – Bid Schedule;
- 2.7 Exhibit D – Subcontractor List.

3. Contract Price. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract, City will pay Contractor \$_____ (the "**Contract Price**") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance and all overhead costs, in accordance with the payment provisions contained herein.

3.1 Payment. Contractor must submit an invoice on the first day of each month during the Contract Time, defined in Section 3 below, and/or upon completion, for the Work performed during the preceding month, itemizing labor, materials, equipment and any incidental costs incurred. Contractor warrants that title to all work, materials and equipment incorporated into the Work will pass to City free of any claims, liens, or encumbrances upon payment to Contractor.

4. Time for Completion. Contractor will fully complete the Work within 15 days from the date the City authorizes Contractor to proceed with the Work ("**Contract Time**").

5. Liquidated Damages. If Contractor fails to complete the Work within the Contract Time, Contractor must pay liquidated damages in the amount of **\$500** per day for each day of unexcused delay in completion.

6. Standard of Care. All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in the City of San Rafael. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.

7. Permits and Licenses. Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to, the required California contractor's license and a City business license.

8. Indemnification. Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Contractor's acts or omissions with respect to this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of the City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract. City will notify Contractor of any third-party claim pursuant to Public Contract Code section 9201.

9. Insurance. Contractor will, at all times under this Contract, maintain the insurance coverage required in this section to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract, or through the PINSAdvantage website <https://www.pinsadvantage.com/> upon request by the City, and before the City authorizes Contractor to proceed with the Work.

9.1 Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure. In addition, Contractor must provide employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

9.2 Liability. Commercial General Liability ("**CGL**") insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Work, including Contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

9.3 Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$2,000,000 combined single limit per accident for bodily injury, death, or property damage.

9.4 Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

9.5 Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss ("primary and non-contributory").

(4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

(5) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

10. Labor Code Compliance. Unless the Contract Price is \$1,000 or less, the Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

10.1 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer's office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

10.2 Working Day. Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Work must be carried out during regular City working days and hours unless otherwise specified in Exhibit A or authorized in writing by City.

10.3 Payroll Records. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Contract Price is under \$25,000, Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

10.4 Apprentices. If the Contract Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code section 1777.5.

10.5 DIR Monitoring, Enforcement, and Registration. This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Contractor and any subcontractors must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Contract Price is for under \$25,000.

11. Workers' Compensation Certification. Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

12. Termination.

12.1 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

12.2 Termination for Default. The City may terminate this Contract for cause for any material default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination.

13. Dispute Resolution. Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code sections 9401 and 20104 et. seq., which are incorporated by reference.

14. Waiver. A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

15. Warranty. Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City's acceptance of the Work for the Project as complete ("Warranty Period"). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.

16. Worksite Conditions.

16.1 Clean and Safe. Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis the Contractor must remove and properly dispose of debris and waste materials from the Work site.

16.2 Inspection. Contractor will make the Work accessible at all times for inspection by the City.

16.3 Hazardous Materials. Unless otherwise specified in the Contract documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other hazardous materials, and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.

16.4 Utilities, Trenching and Excavation. As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract documents, Contractor must immediately provide written notice to City and the utility. In performing any excavations or trenching work, Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. If the trenching or excavation extends deeper than four feet below the surface, then it must also comply with Public Contract Code section 7104.

17. Records. Unless otherwise specified in Exhibit A, Contractor must maintain and update a separate set of as-built drawings while the Work is being performed, showing changes from the Work as planned in Exhibit A, or any drawings incorporated into this Contract. The as-built drawings must be updated as changes occur, on a daily basis if necessary.

18. Conflicts of Interest. Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

19. Non-Discrimination. No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.

20. Independent Contractor. City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.

21. Assignment of Unfair Business Practice Claims. Under Public Contract Code section 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

22. Notice. Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable

overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:
Address: 111 Morphew Street
City/State/Zip: San Rafael, CA 94901
Phone: <enter phone number>
Attn: <name, position>
Email: <email>

Contractor:
Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____

23. General Provisions.

23.1 Compliance with All Laws. Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

23.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

23.3 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

23.4 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

23.5 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

23.6 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

23.7 Integration; Severability. This Contract and the Contract documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

23.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signatures are on the following page.]

<enter project name>
City Project #: <enter proj no.>

Up to \$175,000 Contract
Page 6

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Jim Schutz, City Manager

Robert F. Epstein, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Lindsay Lara, City Clerk

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name/Title

Date: _____

s/ _____

Name/Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

- Exhibit A: Scope of Work**
- Exhibit B: Noncollusion Declaration**
- Exhibit C: Bid Schedule**
- Exhibit D: Subcontractor List**

END OF CONTRACT

Exhibit A
SCOPE OF WORK

<enter project name>
City Project #: <enter proj no>

Up to \$175,000 Contract
Scope of Work

Approved by City Attorney, dated 02/27/2020

Exhibit B
NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at
_____ [city], _____ [state].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Exhibit C
BID SCHEDULE

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs.)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT

TOTAL BASE BID: Items 1 through _____ inclusive: \$ _____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____

Name and Title

s/ _____

Name and Title

Company Name

License #, Expiration Date, and Classification

Address

DIR Registration #

City, State, Zip

Phone

Contact Name

Contact Email

Addenda. Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:
#01	_____
#02	_____
#03	_____
#04	_____

Addendum:	Date Received:
#05	_____
#06	_____
#07	_____
#08	_____

END OF BID SCHEDULE

Exhibit D
SUBCONTRACTOR LIST

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the bidder's total Contract Price,¹ the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.