



City of Milpitas

REQUEST FOR PROPOSALS

RFP 1190

For

Janitorial Service



Notice is hereby given that sealed proposals will be received at the Purchasing Office, until August 6, 2010 at 2:00 PM local time, for furnishing all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials for :

Janitorial Service at Five City Locations

in accordance with the City of Milpitas plans, specifications and contract documents.

SUBMITTING THE BID: (a) *The City of Milpitas prefers that bids be submitted electronically.* Electronic bids may be submitted through a secure mailbox at Public Purchase (www.publicpurchase.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches Public Purchase before the closing date and time. There is no cost to the supplier to submit City of Milpitas bids electronically via Public Purchase. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) **HARD COPY** - If the supplier chooses to submit the bid directly to the City in writing: The bid must be signed in ink, sealed, and delivered to the City of Milpitas Information Counter in the first floor lobby of City Hall at 455 E. Calaveras Blvd. Milpitas CA 95035 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. It is the sole responsibility of the supplier to ensure their bid reaches The City of Milpitas Purchase Division before the closing date. Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will be returned unopened.

Specifications. Specifications may be examined and obtained at no charge on the Public Purchase website, or by calling 408-586-3162.

Pre-Proposal Conference. A **MANDATORY** pre-proposal conference and job site bid walk will be held at **9:00 AM on August 2, 2010 at City Hall (lobby) 455 E. Calaveras Blvd Milpitas, CA 95035-5411.**

Payment Bond. Upon execution of the contract, the Successful Proposer will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Performance Bond. Upon execution of the contract, the Successful Proposer will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Substitution of Securities. The Contractor shall be permitted to substitute securities for any monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Section 22300.

Signature
Purchasing Agent

Published: Milpitas Post
7/30/2010 & 8/06/2010

SCOPE OF WORK

Provide comprehensive janitorial services at the following five specific locations and basic dimensions:

LOCATIONS	ADDRESS	SQUARE FOOTAGE
City Hall Complex	455 E. Calaveras	(Refer to floor plans)*
Sports Center/Teen Center	1325 E. Calaveras	(Refer to floor plans)*
Main Fire Station	777 S. Main	(Refer to floor plans)*
Police Substations/Mall	1210 Great Mall (2)	(Refer to floor plans)*
City Parking Garage	120 N. Main St.	(Refer to floor plans)*

* Floor Plans will be provided at the pre-proposal conference.

MINIMUM BASIC REQUIREMENTS

It is recommended that each proposer carefully review the following, as any proposer that is unable to fulfill the minimum basic requirements will not be considered for evaluation.

1. The contractor must have a **minimum of five (5) years of relevant experience** in contract janitorial service and must currently operate a branch facility located in Santa Clara County or within a distance acceptable to the Purchasing and the Public Works Departments.
2. The contractor shall be independent and, as such, the hiring, training, equipping, supervision, directing and discharging of their employees shall be the responsibility of the contractor. The payment of federal, state and local taxes and overtime wages shall also be the responsibility of the contractor.
3. The contractor must furnish all labor, cleaning materials (cleaning chemicals, floor wax, wax stripper, and other expendable supplies) and equipment (including, but not limited to, ladders, lifts, vacuum cleaners, extractors, floor machines, mops and buckets) required to perform interior/exterior janitorial service per building service schedules as specified within this document, excluding holidays. The City will provide supplies such as: hand soap, paper hand towels, toilet tissue, paper seat covers and restroom deodorants.
4. The contractor must furnish, and all the employees (including coordinators and supervisors) must wear uniforms. All personnel must have a visible company name, logo, badge, etc., on their uniforms.

5. All employees of the contractor must have a background security check (LifeScan), and be a minimum of twenty-one (21) years of age and have a minimum of two (2) years janitorial experience and be fully trained in the custodial service trade.
6. The contractor shall maintain a current business license with the City of Milpitas. The proposer's State contractor's license must not be currently under probation or suspension as set forth by the State of California, Department of Consumer Affairs.
7. Contractor must provide the Facility Maintenance Supervisor with an emergency telephone number where contractor may be reached at any time, 24 hours a day.
8. Contractor must respond to emergency calls relating to deficiency of service by correcting the deficiency within two hours of receipt of the call.
9. The contractor must furnish to City, prior to commencement of any services under this agreement, a list of all chemicals, including, but not limited to, all window cleaning products that the contractor anticipates bringing onto or using in any property belonging to the City, together with Material Safety Data Sheets for each chemical. Contractor must provide updated M.S.D.S. each anniversary of the execution of this contract or sooner when formulation or knowledge of hazards change.
10. Contractor accepts responsibility for determining that all necessary safeguards for protection of contractor's employees are available or will be furnished to employees. All work performed must conform to CAL-OSHA standards.
11. Contractors must attend the pre-proposal conference and job-site walk-through.

Additional bid and/or contact requirements are contained in the following exhibits.

Exhibit A – Custodial Specifications

Exhibit B – Janitorial Services Schedule

NOTE: The Custodial Specification and Janitorial Services Schedule are “suggested” and for discussion purposes only; Contractors are encouraged to submit how best to accomplish any and all tasks in the RFP.

INSTRUCTIONS TO PROPOSER

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

ADDENDA. Addenda issued pursuant to this IFB, if any, will be posted on Public Purchase. However, it is the sole responsibility of the bidder to check the website and/or contact the project manager directly to determine that they have included all addenda in their proposal before submitting it to the City. Any proposal submitted that does not acknowledge each and every addenda issued will be considered non-responsive. Addenda, if any, must be acknowledged on the bid form in the space provided.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City of Milpitas, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City of Milpitas, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City of Milpitas. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City of Milpitas reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City of Milpitas shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Milpitas after all factors have been evaluated

AWARD EVALUATION CRITERIA. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

1. Understanding of the work required by the City.
2. Quality and responsiveness of the proposal.
3. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City.
4. Recent experience in successfully performing similar services for other municipalities or companies.
5. Proposal approach in completing the work.
6. References.
7. Background and related experience of the specific individuals assigned to this project.

8. Proposed compensation.

The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Milpitas.

Discussions may, at the City of Milpitas' sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City of Milpitas will not disclose information derived from proposals submitted by competing Proposers. A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Milpitas may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the (awarding authority) for contract approval. The Proposer selected will enter into a contract with the City of Milpitas.

EXAMPLE OF A WEIGHTED EVALUATION

EVALUATION CRITERIA	PERCENTAGE
Understanding of the work required by the City.	10
Quality and responsiveness of the proposal.	6
Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City.	6
Recent experience in successfully performing similar services for other municipalities or companies.	6
Proposal approach to completing the work.	10
References.	6
Background and related experience of the specific individuals assigned to this project.	6
Proposed compensation.	50

The above percentages show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

CANCELLATION OF SOLICITATION. The City of Milpitas may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Milpitas may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. **Evaluation Committee.** An independent committee established by the City of Milpitas to review, evaluate, and score the proposals, and to recommend award to the Proposer that

submitted the proposal determined by the committee to be in the best interest of the City of Milpitas.

- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Should.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- e. **Proposer.** The person or firm making the offer.
- f. **Proposal.** The offer presented by the Proposer.
- g. **RFP.** Acronym for Request For Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

ESCROW IN LIEU OF RETENTION. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the City of Milpitas. The escrow agent shall be a qualified bank approved by the City of Milpitas. The costs of such escrow account shall be equivalent in fair market value to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Milpitas executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Milpitas may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Proposer and become the property of the City of Milpitas. After the contract has been executed, including the insurance documents, certificates, and bonds, a Notice to Proceed will be issued. Proposer agrees to commence work within ten- (10) working days after the date of the Notice

to Proceed, to proceed with the work and fully complete the project within (number of completion days allowed) from the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY. The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than 5 years' experience in the magnitude and character of the work proposal. Each Proposer shall be set forth his experience on the form entitled Proposer's Experience and submit it with his proposal. It is the intention of the City of Milpitas to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City of Milpitas will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT. Proposer's signed proposal and City of Milpitas' written acceptance shall constitute a binding contract.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Milpitas. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of the City of Milpitas.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Milpitas a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered by email to cschroeder@ci.milpitas.ca.gov. Requests for interpretation submitted less than 48 hours before the Submittal Deadline will not be answered. When the City of Milpitas considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be posted on the Public Purchase website. All such addenda shall

become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to register with Public Purchase. Any prospective Proposer who obtained a set of contract documents from anyone other than the City of Milpitas is also responsible for registering with Public Purchase.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City of Milpitas enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OPENING OF PROPOSALS. All proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers will be publicly read aloud at the Submittal Deadline. *No other information will be released until after the award.* All interested persons are invited to be present at the opening and reading of proposals.

a. Postponement of Opening. The City of Milpitas reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion of construction or fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule.

PROPOSAL FORMS

a. Forms. Proposals must be submitted on preprinted forms supplied by the Purchasing Office.

- b. Copies. One original and (3) must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER" the identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- c. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the City of Milpitas reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City of Milpitas.

PROPOSAL CONTENT. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work, and should be presented in the order outlined below. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal.

Firms interested in responding to this RFP, must submit the following information, in the order specified below:

1. Cover Letter. Submit a letter of introduction and executive summary of the proposal. The letter must contain the original signature of the person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation that your firm is willing and able to perform the commitments contained in the proposal. The cover letter should describe the proposer and include all of the following:
 - 1.1 The official name of the proposer, as well as any fictitious business names.
 - 1.2 The proposer's organizational structure (e.g. corporation, partnership, limited liability company, etc.)
 - 1.3 The jurisdiction in which the proposer is organized and the date of such organization.
 - 1.4 The address of the proposer's headquarters, and of any local office of the proposer involved in the proposal. Included in this section should be the representative the proposer has authorized to act on behalf of, and bind the proposer. The representative's addresses, e-mail, telephone and fax numbers provided in this section will be used for all notification regarding this RFP.
 - 1.5 The proposer's Federal Tax Identification Number.
 - 1.6 A representation that the proposer is in good standing in the State of California and has all necessary licenses, permits, approvals and

authorizations necessary in order to perform all of the proposer's obligations in connection with this RFP and the Final Agreement.

- 1.7 An acceptance of all conditions and requirements contained in this RFP.
2. Table of Contents. A table of contents listing the individual sections of the proposal and their corresponding page numbers.
3. Executive Summary. A brief synopsis of the highlights of the proposal and the overall benefits of the proposal to the City.
4. Proposal Approach. A brief synopsis that includes a discussion of any and all methodologies or approaches to completing the work.
5. Proposer-Qualifications and Experience. A detailed summary of the capabilities of the proposer that pertain to this RFP. Describe the proposer's organization (including any and all affiliates and subsidiaries, whether located inside or outside of Santa Clara County). Describe plans to handle the additional business if awarded this contract, with details on additional personnel, organizational changes and equipment required.
6. Key Personnel - Qualifications and Experience. A complete list of and resumes for all key personnel associated with the proposal must be provided. For each person on the list, the following information must be included: (i) the person's relationship with the proposer, including job title and years of employment with the proposer; and assignment of work within your firm's work team; (ii) the role that the person will play in connection with this proposal; (iii) address, e-mail, telephone and fax numbers; (iv) the person's educational background; (v) the person's relevant experience. **This section of the proposal should include a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.** Submit no more than three pages of information for each person listed.
7. References. Complete reference information from a minimum of three institutions or agencies for which the proposer provides or has provided comparable services. Each such reference must include the name and location, annual dollars spent, the scope of services performed, and the name, address, email, telephone and fax numbers of the person who may be contacted for reference information. Descriptions should be limited to one page for each project. If joint contractors or subcontractors are proposed, provide references with the same information.

Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City of Milpitas reserves the right to reject any

proposal based upon the Proposer's prior history with the City of Milpitas or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

The City of Milpitas is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of Milpitas.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Proposer unopened.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the City of Milpitas must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Offers shall be made separately on each item. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Proposers unopened.

PROPOSAL, REJECTION OF. The City of Milpitas reserves the right to reject any proposal, all proposals, or any part of any proposal presented and readvertise for proposals. The City reserves the right to cancel the solicitation and make no award. The City of Milpitas reserves the right to reject the proposal of any Bidder who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the proposal of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas. The City accepts no liability for any cost incurred by any proposer in the preparation of a proposal. All costs associated with the preparation of a proposal shall be born solely by the proposer

PROPOSAL RESULTS. It is not the policy of the City of Milpitas to provide RFP results in response to telephone inquiries. RFPs are opened publicly in the Purchasing Office, and interested parties are invited to attend. A tabulation of the names of Proposers will be posted on the Purchasing page of the City website.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic,

telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. The City of Milpitas will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. It is the intention of the City of Milpitas to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City of Milpitas will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the most advantageous proposal, consideration will be given to the general competency of the Proposer for the work specified in the contract documents.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing on the Public Purchase website. Answers, if any, made by the City of Milpitas will be posted on the Public Purchase website. Questions submitted less than 48 hours before the due date and time will not be answered.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The City of Milpitas reserves the right to reject any or all proposals, or any part of a proposal. The City of Milpitas reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas.

RULES FOR SUBMITTING PROPOSALS.

- a. **Submittal Deadline.** HARD COPY Proposals must arrive in the (Purchasing Office), 455 E. Calaveras Blvd., Milpitas, CA 95035-5411, by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Proposers are solely responsible for ensuring their proposal is received by the City of Milpitas in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.

- c. **Extension of Submittal Deadline.** The City of Milpitas reserves the right to extend the Submittal Deadline when it is in the best interest of the City of Milpitas.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal shall be made on forms furnished by the City of Milpitas.
- f. **Late Proposals.** The Submittal Deadline is IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.
- g. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- h. **Sealed.** Proposals MUST BE submitted in a sealed envelope.
- i. **Electronic responses must conform to the guidelines in the Invitation for Bid, page 1, section "SUBMITTING THE BID" (a), (b).**

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the City of Milpitas.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SUBCONTRACTOR AGREEMENT TO TERMS OF THIS SOLICITATION. A proposal submitted in response to this RFP must identify all subcontractors, and outline the contractual relationship between the awarded Proposer and each subcontractor. It is the Proposer's responsibility to ensure that an official of each proposed subcontractor signs, a statement to the effect that the subcontractor has read and will agree to the terms of any contract resulting from this solicitation. Subcontractor's agreement shall be included as part of the proposal submitted in response to this RFP.

SUBCONTRACTOR COMPETENCY. The Successful Proposer will be required to establish to the satisfaction of the City of Milpitas the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the contract, the City of Milpitas will notify the Proposer in writing if, after due investigation, the City of Milpitas has reasonable objection to any proposed subcontractor. If the City of Milpitas has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute person to the City of Milpitas. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom the City of Milpitas has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Milpitas.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description and dates (starting and ending);
- c. Technical environment;
- d. Staff assigned to reference engagement that will be designated for work per this RFP;

e. Client project manager's name and telephone number.

SUBCONTRACTOR SUBSTITUTION. The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein by this reference and **Eddie Loreda, Facilities Maintenance Supervisor** on behalf of the City of Milpitas is authorized to consent to substitutions as provided therein.

BID SUBMITTAL DEADLINE. The Bid Submittal Deadline is August 6, 2010 at 2:00PM local time. **HARD COPY** bids must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. Bids must arrive at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, by August 6, 2010 at 2:00 PM local time. Telephone, telegraphic, facsimile, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

Electronic responses must conform to the guidelines in the Invitation for Bid, page 1, section "SUBMITTING THE BID" (a), (b).

TAXES. Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include said taxes.

TERMS OF THE OFFER. The City of Milpitas reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City of Milpitas during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City of Milpitas in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of Milpitas of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Agent before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City of Milpitas.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY OF MILPITAS. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *Without* CAUSE, the City of Milpitas may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. *with cause*, the City of Milpitas may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City of Milpitas Purchasing Agent.

CHANGES IN WORK. The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City of Milpitas and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be

valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

CONTRACTOR RESPONSIBILITY.

1. Any work completed by the contractor that does not meet the quality standards as determined by the City, shall be re-done by the contractor at no cost to the City. In the event contractor's work repeatedly does not meet the quality standards, the Purchasing Agent and the Public Works Supervisor reserve the right to terminate contract without any cost to the City.
2. The contractor must, at all times, maintain adequate staffing to faithfully execute the contract. If it appears at any time the specifications of the contract are not being completed, the contractor will supply additional staff to successfully meet the terms of the contract. The City may request contractor to remove any janitor from its premises at any time it desires for any reason whatsoever, and the contractor shall provide immediate replacement.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Milpitas, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Proposer's signed Proposal and City of Milpitas' written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in the state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

LIQUIDATED DAMAGES. When the contractor fails to perform, as specified, the services required in this agreement, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, the contractor shall agree to the following liquidated damages:

1. If trained personnel do not report to the City's representative within two (2) hours of the start of any shift, the City will be damaged and liquidated damages of Two Hundred Dollars (\$500.00) per occurrence will be deducted from the monthly invoice. The contractor will be notified by telephone or FAX within 24-hours of failure to report and assessment of liquidated damages.

2. If the contractor fails to perform any contracted service or any part of a contracted service, the City will be damaged- The contractor will be notified by telephone or FAX within 24-hours of the failure to perform and performance will be required within 24-hours after receipt of such telephone call or FAX. If the contracted service or any part of the contracted service is not performed within the 24-hours of receipt of telephone call or FAX, the City will be damaged and liquidated damages of Five Hundred Dollars (\$500.00) per occurrence will be deducted from tile monthly invoice.

Notification of failure to perform, damage for lack of performance and liquidated damages of Five Hundred Dollars (\$500.00) per occurrence will continue to be deducted from the monthly invoice until the service is performed.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City of Milpitas for honoring such a designation. The failure to so label any information that is released by the City of Milpitas shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City of Milpitas, the City of Milpitas will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

RECYCLED PRODUCT PROCUREMENT. The City of Milpitas is committed to the conservation and protection of state and local resources; therefore bidders able to supply recycled products and products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. The Purchasing Agent shall purchase recycled products whenever they are available at the same total cost and the fitness and quality are equal to that of non-recycled products

- a. Contractors and consultants are required to use environmentally preferable products, and use products manufactured with the maximum practicable amount of post-consumer material, whenever cost effective and to the extent practicable.
- b. All businesses doing business with the City are required to certify in writing the minimum, if not exact, percentage of post consumer materials in the products or supplies offered or sold to the City.
- c. With respect to printer or duplication cartridges, a certification from the vendor is required to specify that the cartridges are remanufactured and are in compliance with the requirements of Section 12156 (e) of the Public Contract Code.
- d. For all paper materials of any kind delivered to the City, by a contractor, supplier, or consultant, whether in the form of a product such as a cup or a deliverable such as a report, shall use recycled paper that bears an imprint identifying the recycled content of the paper as not less than the 30% post consumer fiber as specified in Section 12209 of the Public Contract Code. A product such as a cup may have the identifying logo and/or language on the packaging, while a

deliverable such as a report shall have the identifying logo on the first page. This shall apply for all paper materials delivered to the city whenever practicable.

- e. Contractors and consultants shall use both sides of paper sheets whenever practicable.
- f. The purchasing agent shall provide to the suppliers of recycled products a preference of 10% (percent) of the lowest bid or price quoted by suppliers of non-recycled products.

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Proposer, Terms and Conditions, Specifications/Scope of Work, Proposal, Proposed Equipment & Material Manufacturers, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Proposer Guaranty statement and Proposal Security Bond.

TERM OF AGREEMENT. The Term of the final Agreement is for three (3) years with two (2) one (1) year options.

SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY. The Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

BONDS - PAYMENT BOND (Labor & Materials). Successful Proposer shall furnish within *ten (10) consecutive calendar days* after written notice, a Payment Bond in an amount equal to one hundred percent (*100%*) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

BONDS – PERFORMANCE BOND. Successful Proposer shall furnish within *ten (10) consecutive calendar days* after written notice, a Performance Bond in an amount equal to one hundred percent (*100%*) of the total amount of the contract.

Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for *any* monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

BUSINESS LICENSE. If the scope of work under this proposal includes performing services or installation on the City of Milpitas property, the SUCCESSFUL PROPOSER must obtain a City of Milpitas Business License upon execution of the contract.

CLEANUP. During performance and upon completion of work on this project Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

CLEANUP COST. Proposer shall include in the proposal, all costs for cleanup during performance and upon completion of work on this project. Successful Proposer will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Successful Proposer shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

CONTRACTOR, DEFINITION. The term "Contractor" refers to the party entering into a contract with the City of Milpitas as a result of this solicitation.

COOPERATION BETWEEN CONTRACTORS. The City of Milpitas reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City of Milpitas from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City of Milpitas' equipment or supplies through negligence of the contractor or his employee while working on the City of Milpitas' premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Milpitas any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Proposer must furnish the City of Milpitas with the Certificates of Insurance proving coverage as specified in Exhibit C, Insurance Requirements – General. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and the City of Milpitas Environmental Health Department.

MEASUREMENTS. It is the responsibility of the Proposer to make all measurements to determine his proposal price. The City of Milpitas will not be responsible for determining the quantities of materials necessary to complete the work specified.

PERMITS. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PRE-JOB START MEETING. The contractor shall not commence work until a meeting between representatives of the contractor and the City of Milpitas is held. The meeting will be held at a time, date, and location later to be established.

PREVAILING WAGE. In accordance with Section 1773 et seq. of the Labor Code of the State of California, the Director of the Department of Industrial Relations of the State of California has established the prevailing or current rate of per diem wages to be paid to laborers, workers and mechanics for all work done under or by virtue of this contract. Copies of said prevailing wage rates are on file in the office of the City Engineer and will be made available to the Contractor. A copy of said wage rate shall be posted on the job site by the Contractor.

The rate for work performed on Sundays and such legal holidays as are designated by the Council by ordinance, and for work performed in excess of eight (8) hours in one working day, in such cases in which such overtime is permitted by law, is not less than one and one-half (1-1/2) times the above described prevailing rate of per diem wages.

The Contractor and his subcontractors shall not pay less than said rates and the Contractor shall forfeit as a penalty to the City, the sum of Twenty-five dollars (\$25.00) for each worker(s) and for each working day such worker(s) is paid less than the above stipulated rates for any work done under or by virtue of this contract by him or her or by any subcontractor under him or her.

REPORTS. The Contractor shall keep or cause to be kept an accurate record showing the names and occupation of all laborers, workers, or mechanics employed by him or her or by any subcontractor under him or her in connection with the work and also showing the actual hours worked and actual wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Engineer and to the Chief of the Division of Labor Law Enforcement of the Department of Industrial Relations, his or her deputies and agents as required of Section 1776 of the Labor Code of the State of California and shall be submitted upon request.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED. (a) Rejection of Work. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City of Milpitas reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

SAFETY, FIRST AID REQUIREMENTS. Successful Contractor shall comply with the provisions of California Code of Regulations Section 1502 & 1512, et. seq. regarding safety and first aid kits on site.

SITE INSPECTION. Before submitting Proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

SPECIFICATIONS, CHANGES IN WRITING. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "proposal specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Notice to Contractors, Instructions To Proposer, Terms and Conditions, Detailed Scope of Work, Contractor's Proposal form, Subcontractor's List, Workers Compensation Insurance Certificate.

IMPORTANT NOTICE –

PROPOSALS DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. **Proposal Form**
- b. **Non-Collusion Affidavit**
- c. **Subcontractors List**
- d. **Worker's Compensation Insurance Certificate**
- e. **Proposer's Statement Regarding Insurance Coverage**
- f. **Contractor's Nondiscriminatory Employment Certificate**

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.

PROPOSAL
Janitorial Service To
RFP 1190

To: City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA, 95035-5411

From: Universal Building Services and Supply Co.

Name of Bidder

3120 Pierce Street

Mailing Address

Richmond, CA 94804

City, State & Zip

CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees that he will contract with the City of Milpitas to provide all necessary labor, supervision, machinery, tools, apparatus etc. to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Proposal No. 1190 for Janitorial Service, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Request For Proposals
- b. Scope of Work
- c. Instructions To Proposer
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Proposal Form
- g. Addenda
- h. Floor Plans
- i. Non-Collusion Affidavit
- j. Proposer's Statement Regarding Insurance Coverage
- k. Worker's Compensation Insurance Certificate
- l. Payment Bond
- m. Performance Bond
- n. Subcontractors List
- o. Janitorial Specifications
- p. Janitorial Service Schedule
- q. Insurance Requirements - General
- r. Proposer's Nondiscriminatory Employment Certificate

Proposer acknowledges receipt of Addenda Number(s) 1, __, __, and __.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the price for the various items shown hereon. The

City of Milpitas reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made to the monthly service, appropriate additions or deductions from the contract total price will be made negotiated.

<u>MONTHLY SERVICES</u>		<u>COST PER MONTH</u>
1.	City Hall complex, 455 E. Calaveras Blvd.	\$ <u>6,582.00</u>
2.	Milpitas Sports Center/ Teen Center, 1235 E. Calaveras Blvd.	\$ <u>5,898.00</u>
3.	Main Fire Station No. 1, 777 S. Main St.	\$ <u>476.00</u>
4.	Police Substations, Great Mall, 1210 Great Mall Dr.	\$ <u>446.00</u>
5.	Milpitas Library Parking Garage, 120 N. Main St.	\$ <u>1,082.00</u>
TOTAL ANNUAL COST (Total Monthly X 12):		\$ <u>173,808.00</u>
<u>ADDITIONAL SERVICES</u>		<u>COST PER HOUR</u>
1.	Services during normal working hours on a weekday with no less than 24 hours notice	\$ <u>13.96</u>
2.	Services outside normal work hours with on a weekday with no less than 24 hours notice	\$ <u>19.45</u>
3.	Service with less than 24 hours notice during normal working hours on weekday	\$ <u>13.96</u>
4.	Service with less than 24 hours notice during outside working hours	\$ <u>19.45</u>

Total Base Bid (Written in Figures)\$ 173,808.00

(Total Base Bid Written in Words)

One Hundred Seventy-Three Thousand, Eight Hundred Eight Dollars and Zero Cents.

Amount Written in Words. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN.** Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN.**

Recycled Product Procurement. Be sure to add an attachment detailing the requirements of the Recycled Product Procurement section of the Terms and Conditions if any.

Please check your calculations before submitting your Proposal; the City of Milpitas will not be responsible for Proposer's miscalculations.

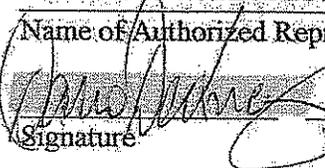
Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No

Initials 

Universal Building Services and Supply Co.
Company Name of Proposer

3120 Pierce Street
Mailing Address (PO Box or street)
Richmond, CA 94804
City, State, and Zip Code

Dario DeVincenzi
Name of Authorized Representative
 Operations Manager
Signature Title

Corporation (California)
Type of Business (Corp, Partnership, Sole Proprietorship)

510-527-1078 510-526-7289
Telephone Number Facsimile Number

In accordance with Public Contract Code §7106, the following Affidavit must be executed by
Proposer and submitted with proposal
"Non-Collusion Affidavit
To Be Executed By Proposer And Submitted With Proposal

State of California
County of Santa Clara ss.

Dario DeVincenzi (Proposer's Name), being first duly sworn, deposes and says that he or she is Operations Manager (Position/Title/Owner) of Universal Building Services (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

Richmond, CA
August 4, 2010 (Signed at Place)
Universal Building Services and Supply Co.
Proposer Name Authorized Representative
(Person, Firm, Corp.)
3120 Pierce Street Dario DeVincenzi
Address Representative's Name
Richmond, CA 94804 Operations Manager
City, State, Zip Representative's Title

SAMPLE CONTRACT

Project: Janitorial Service

Bid No: RFP 1190

Amount of Contract: \$ _____

THIS CONTRACT, made this (day of month) day of (month), (year), by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas" and (Name of Contractor), hereinafter referred to as "Contractor",

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

- Part A – Notice of Request For Proposals
- Part B – Scope of Work
- Part C – Instructions To Proposer
- Part D – Terms and Conditions
- Part E – Special Provisions For Services
- Part F – Proposal Form
- Part G – Addenda
- Part H – Floor Plans
- Part I – Non-Collusion Affidavit
- Part J – Proposer's Statement Regarding Insurance Coverage
- Part K – Worker's Compensation Insurance Certificate
- Part L – Payment Bond
- Part M – Performance Bond
- Part N – Subcontractors List
- Part O – Janitorial Specifications
- Part P – Janitorial Service Schedule
- Part Q – Insurance Requirements – General
- Part R – Proposer's Nondiscriminatory Employment Certificate

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

City of Milpitas,
A Municipal Corporation

City Manager

Contractor's Signature

Title

Title

Business Tax Compliance: Certificate No. _____

Approved As
To Content: _____
City Project Manager

Prepared by: _____
City Purchasing Agent

Approved As
To Form: _____
City Attorney

Approved As
To Insurance: _____
City Risk Manager

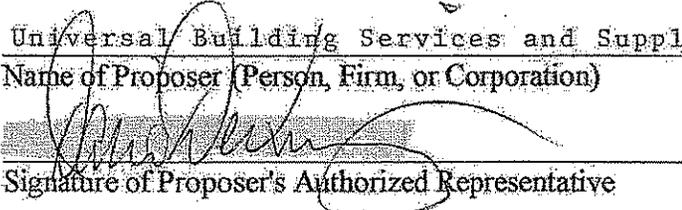
ATTEST:

By _____
City Clerk

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Proposal**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals No. 1190, for Janitorial Service. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of Milpitas as Additional Insured for the work specified.

Universal Building Services and Supply Co.
Name of Proposer (Person, Firm, or Corporation)


Signature of Proposer's Authorized Representative

Dario DeVincenzi, Operations Manager
Name & Title of Authorized Representative

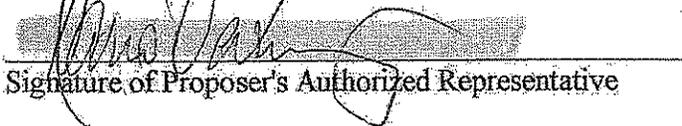
5 August 2010
Date of Signing

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's 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 of this contract.

Universal Building Services and Supply Co.
Name of Proposer (Person, Firm, or Corporation)


Signature of Proposer's Authorized Representative

Dario DeVincenzi, Operations Manager
Name & Title of Authorized Representative

5 August 2010
Date of Signing

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Milpitas, hereinafter called the "City of Milpitas ", has awarded to _____ as Principal, hereinafter called "Contractor", a contract for the work described as follows:

**RFP 1190
for
Janitorial Service**

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law; and

WHEREAS, _____ is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the City of Milpitas in the amount required by law, the sum of:

_____ Dollars (\$ _____) (100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 to give a right of action to such persons or their assigns in any suit brought upon this bond.

Provided that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

SIGNED AND SEALED this _____ day of _____, 200__

Contractor

Seal

By _____
Signature

Seal

Surety

By _____
Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As
To Content:

Signature of City Purchasing Agent

Approved As
To Form:

Signature of City Attorney

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and
Contractor
_____, hereinafter called Surety, are

jointly and severally held and firmly bound unto the City of Milpitas, California, hereinafter called the City of Milpitas , in the penal sum of

_____ Dollars (100% of amount of proposal)
(\$ _____) lawful money of the United States, for the payment whereof unto the City of Milpitas . Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the City of Milpitas has awarded to Principal a contract for:

Janitorial Service – RFP 1190

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract, and any changes made as therein provided. and shall indemnify and save harmless the City of Milpitas , its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the City of Milpitas such reasonable attorney's fees as shall be fixed by the court. As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by the City of Milpitas, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the City of Milpitas from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder, shall continue so long as any obligation of Principal remains.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications and drawings accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and the City of Milpitas and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 200__

Contractor

Seal

By _____
Signature

Seal

Surety

By _____
Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As
To Content:

Signature of City Purchasing Agent

Approved As
To Form:

Signature of City Attorney

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of Milpitas. Additional numbered pages outlining this portion of the Proposal may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of Proposals. Subcontractor name, address, and item of work must be stated at the time of the Proposal.**

Universal Building Services and Supply Co.
 Proposer Name:

SUBCONTRACTORS LIST, Page 1 <i>All Subcontractors in excess of 1/2 of 1% of total Proposal must be listed.</i>		
SUBCONTRACTOR: N/A	ITEM OF WORK:	
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR: N/A	ITEM OF WORK:	
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

NOTE: Universal Building Services and Supply Co. will NOT be using subcontractors in the fulfillment of this contract.



CITY of MILPITAS

Purchasing Division

*455 E. Calaveras Blvd
Milpitas, CA 95035*

Phone: 408-586-3160 Fax: 408-586-3170

August 4, 2010

ADDENDUM NO. 1

RFP 1190

Please note the following revision to RFP 1190, Janitorial Service:

1. This contract may be subject to the provisions of the Displaced Janitor Opportunity Act (California Labor Code Sections 1060 -1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. Under this Act, as specified in detail in the provisions therein, a successor contractor or successor subcontractor shall retain, for a 60-day employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.
2. In order to allow all bidders time to factor this into their proposal the due date has been extended to August 13th.

All other provisions of the documents and specifications remain in full force and effect.

Respectfully,

Chris Schroeder
Purchasing Agent

Questions for Bid RFP #1190 - Janitorial Service

Question

Who is the current contractor and what is the monthly price?

Jul 23, 2010 10:36:52 AM PDT
By: Valenti Construction Inc. - valinc

Answers

Empire Maintenance Service.

Jul 23, 2010 11:12:12 AM PDT
By: Spock

Aproximately \$18,771.00 per month

Question

So this bid is just for Janitorial Service not for products to clean with - Correct?

Jul 23, 2010 10:41:04 AM PDT
By: J & J PAPER & PACKAGING, INC. - nitaromero

Answers

Yes.

Jul 23, 2010 11:04:01 AM PDT
By: Spock

Question

We are aware that Exhibit D is not down loading. The Public Purchase IT staff is working on it and should have it fixed soon.

Jul 23, 2010 11:05:38 AM PDT
By: City of Milpitas - Spock

Answers

Thanks for your patience.

Jul 23, 2010 11:06:19 AM PDT
By: Spock

Question

Which building was added to this new contract?

Jul 27, 2010 4:12:19 PM PDT
By: Clean Innovation Corp - slopez

Answers

The library parking garage.

Aug 4, 2010 9:24:14 AM PDT
By: Spock

Question

Does the \$18771.00 per month include the new building you mentioned? or is the new building being only now added to this new contract?

Jul 28, 2010 1:01:35 PM PDT
By: Clean Innovation Corp - slopez

Answers

The current contract includes the library garage.

Aug 4, 2010 9:25:06 AM PDT
By: Spock

Question

With regards to the Bond Requested (page 21).
Would a Janitorial Service Bond (instead of a

Jul 28, 2010 11:50:42 PM PDT
By: East Bay Building Services - Suzannev

Performance Bond) be acceptable? \$100,000 coverage for employee theft and dishonesty.

Answers

No. A performance bond is required.

Aug 4, 2010 9:25:38 AM PDT
By: Spock

Question #

What are the times that we are allowed to clean the City Parking Garage?

Aug 2, 2010 12:19:56 PM PDT
By: Peninsula Mobile Services - justin76

Answers

Mon. - Thurs. after 9 P.M., Fri. - Sun. after 6 P.M.

Aug 4, 2010 9:26:20 AM PDT
By: Spock

Question #

Exhibit B, Janitorial Service Schedule, last page, Utility Services, 3rd line item, reads "Wash exterior skin." Question is, does this spec apply to ALL the buildings in this RFP?

Aug 2, 2010 3:08:04 PM PDT
By: Universal Building Services - arniet3120

Answers

This apply's only to City Hall

Aug 4, 2010 9:27:00 AM PDT
By: Spock

Question #

Per the California Labor Code, Division 2, Part 3, Chapter 4.5. Displaced Janitor Opportunity Act, can we get from you the current staffing, their pay rates, and benefits?

Aug 2, 2010 3:12:23 PM PDT
By: Universal Building Services - arniet3120

Answers

Any janitorial contractor or subcontractor employing 25 or more individuals may be subject to the employee retention and reporting provisions of the Displaced Janitor Opportunity Act (Labor Code §§ 1060-1065). Pursuant to the Act, the terminated contractor shall provide the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination. Such information shall be provided to the successor contractor (winning bidder) as soon as that new contractor has been selected.

Aug 5, 2010 6:48:42 AM PDT
By: Spock

Question #

In EXHIBIT A (Scope of Work), are the Detailing hours at the City Hall Complex and the Sports Center (6 hours and 3 hours) being performed on a daily basis? Or, are these the total number of hours required weekly?

Aug 4, 2010 10:44:02 AM PDT
By: GCA Services Group - akimball

Answers

Daily.

Aug 4, 2010 4:04:21 PM PDT
By: Spock

Question #

Please confirm that all buildings in the RFP and their respective cleaning frequencies are being

Aug 4, 2010 11:55:07 AM PDT
By: Universal Building Services - arniet3120

serviced for \$18,771.00 per month.

Answers

The figure originally given in question 1 included a \$15,000 contingency which we have decided to remove from the new contract, therefore the monthly service alone equates to \$17,500.00 per month.

Aug 4, 2010 4:09:17 PM PDT
By: Spock

Question #

Is the current vendor (Empire Maintenance Service) paying prevailing wage to it's janitors assigned to the City of Milpitas?

Aug 5, 2010 10:36:25 AM PDT
By: Central Maintenance Company - eric@lavinc

Answers

The City Attorney has determined that prevailing wage does not apply to RFP 1190 - Janitorial Service. Therefore, all reference to prevailing wage and reporting on pages 22 and 23 is stricken from this RFP.

Aug 6, 2010 11:38:35 AM PDT
By: Spock

Question #

How many staff members will we be accepting from the current provider?

Aug 5, 2010 4:26:55 PM PDT
By: Peninsula Mobile Services - justin76

Answers

8.

Aug 6, 2010 11:20:36 AM PDT
By: Spock

Question #

How many employee's do the current contractor have? How much do they get paid?

Aug 6, 2010 10:57:10 AM PDT
By: Aim to Please Janitorial Services - atp2010

Answers

8 - see nnumber 13 above. As far as payment is concerned you should consult with yopur attorney regarding the payment requirements of the Displaced Janitor Opportunity Act - see number 9 above.

Aug 6, 2010 2:02:52 PM PDT
By: Spock

Question #

Since we are hiring these 8 staff members. Is there a need to provide names, license numbers, and addresses for staff members in response to the RFP?

Aug 6, 2010 11:34:24 AM PDT
By: Peninsula Mobile Services - justin76

Answers

Yes, but only for company owners, officers, and/or management staff. (See: evaluation criteria and item 6 Proposal Content, page 12 - Key Personnel.)

Aug 9, 2010 11:13:40 AM PDT
By: Spock

Question #

Do you need to be union in order to obtain the city contract? What if you want to provide your own staff for the city contract?

Aug 6, 2010 1:58:54 PM PDT
By: Five Gold Stars Maintenance - corkyv123

Answers

You do not need to be union to bid on this contract. However you should consult with your attorney regarding the requirements of the

Aug 6, 2010 2:06:12 PM PDT
By: Spock

Displaced Janitor Opportunity Act in regard to the use of your own crew. See number 9 above.

Question #

The question period is officially closed.

Aug 12, 2010 1:22:35 PM PDT
By: City of Milpitas - Spock

Answers

Confirmed.

Aug 12, 2010 1:22:56 PM PDT
By: Spock

[View Bid](#)

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**A
JANITORIAL SERVICES
PROPOSAL
FOR**



**THE CITY OF MILPITAS
RFP #1190
Due: 6 August 2010 by 2:00 P.M.**

PRESENTED BY





JANITORIAL DIVISION

SUPPLY DIVISION

POWER SWEEPING DIVISION

All correspondence to:
3120 Pierce Street
Richmond, CA 94804
(510) 527-1078
1-800-869-6677
Fax: (510) 526-7289

5 August 2010

Mr. Chris Schroeder
Purchasing Agent
City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035

Dear Mr. Schroeder:

Thank you for providing Universal Building Services and Supply Co. the opportunity to submit a janitorial proposal to the City of Milpitas for services at the locations specified in the RFP. I am pleased to offer this presentation for your examination.

The following addresses your required cover letter items:

- 1.1 The official name of the proposer is Universal Building Services and Supply Co. The company is also referred to as "Universal Building Services" and UBS.
- 1.2 Universal Building Services and Supply Co. is a California corporation.
- 1.3 The company was founded in 1963 and incorporated in the State of California on 10 April 1969.
- 1.4 Universal Building Services and Supply Co. has its corporate headquarters at 3120 Pierce Street, Richmond, CA 94804.

If awarded the City of Milpitas Janitorial Contract, UBS would conduct day-to-day operations from its Silicon Valley Regional Office located at 2081 Bering Drive, San Jose, CA 95131.

Mr. Dario DeVincenzi is the company's Operations Manager and is authorized to act on behalf of and bind the company. Mr. DeVincenzi's address is 3120 Pierce Street, Richmond, CA 94804. Mr. DeVincenzi's telephone, fax, and email are: Phone: 510-527-1078, Fax: 510-526-7289; email: dario@absco.com.

1.5 Universal Building Services and Supply Co.'s Federal Tax ID: 94-1692591

1.6 Universal Building Services and Supply Co. has been in the janitorial business for over 47 continuous years and has always complied with all local, state, and federal laws and requirements. UBS procures all necessary licenses, permits, approvals, and authorizations to fulfill RFP and Final Agreement requirements.

1.7 Universal Building Services and Supply Co. takes no exceptions to and accepts all conditions and requirements contained in this RFP.

Universal Building Services and Supply Co. has become a leader in providing janitorial services to an ever-growing number of satisfied clients. UBS now cleans over 30 million square feet of property ranging in diversity from city, county, and state facilities to commercial office buildings and campuses to refineries and high-tech research facilities. The company has grown to include 6 district offices located throughout California to better serve its clients. UBS takes pride in providing its clients with superior cleaning services, cost effectiveness and prompt response to their needs.

Should you have any questions about our proposal or about Universal Building Services and Supply Co., please feel free to contact me at (510) 527-1078 or email to dario@ubsco.com. Thank you for your time.

Sincerely,



Dario De Vincenzi
Operations Manager

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Key Personnel - Qualifications and Experience

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Non-Collusion Affidavit (City of Milpitas form)

Subcontractors List (City of Milpitas form)

Worker's Compensation Insurance Certificate (City of Milpitas form)

Proposer's Statement Regarding Insurance Coverage (City of Milpitas form)

Contractor's Nondiscriminatory Employment Certificate (City of Milpitas form)

Executive Summary

Universal Building Services and Supply Co. has examined the City of Milpitas' RFP #1190 for Janitorial Services and takes no exceptions to its contents.

Universal Building Services and Supply Co. has 47 years of janitorial experience in successfully cleaning and maintaining city facilities.

By awarding the City of Milpitas' janitorial contract to Universal Building Services and Supply Co., the City will benefit through:

- Utilization of a cleaning company with extensive janitorial experience, which means all cleaning tasks and requests will be handled knowledgeably, efficiently, and in a cost-effective manner.
- Contracting with a janitorial company experienced in city facilities, so that cleaning situations unique to city operations are conducted smoothly and with minimal disruption.
- Having a maintenance company that employs Green Cleaning, thereby decreasing any negative impact upon the environment, while providing a clean and safe workplace.

Based on its long history of successfully cleaning city facilities, Universal Building Services and Supply Co. is confident that it can successfully perform cleaning services in accordance with the City of Milpitas' cleaning specifications as detailed in RFP #1190.

Proposal Approach

Universal Building Services' Transition Plan:

Basic Transition - Pre-Commencement:

1. Survey buildings in detail to determine needs by area
2. Meet with building management to discuss special needs and known problem areas
3. Order equipment and supplies
4. Meet with existing crews to determine existing schedules and assignments
5. Develop specific plans for each worker and for the entire crew
6. Write specific job descriptions by area
7. Set up all periodic schedules
8. Hire workers, taking into consideration California Labor Code Chapter 4.5 Displaced Janitor Opportunity Act, Sections 1060-1065.
9. Label and deliver equipment and supplies the day before or day of start of service

Basic Transition - Upon start of contract:

1. Orientation of workers
2. Make station assignment changes as necessary
3. Training of workers in UBS methods (re. tools, supplies, safety, security, etc.)
4. Daily monitoring and inspections until standards of cleaning are met

Universal Building Services' Work Processes Statement

Universal Building Services has had a Quality Work Program in place since the company's inception in 1963. The program begins with standardized indoctrination and training of newly hired employees. Monthly employee meetings deal with safety, service and company policies. Day-long Managers' and Supervisors' meetings are held at least quarterly and cover the contents of upcoming monthly meetings and additional operations topics. High levels of service are realized through implementation of the meetings' material, regular quality control inspections by all levels of UBS supervisory staff, and good communication with the customer.

Our work quality control program is as follows:

1. Meeting and Exceeding Customer Expectations

Measurements of delivering quality janitorial service are the basic foundation of UBS's Total Quality Program. While the Contract terms normally spell out the detailed specifications required to be performed, our task does not stop with merely the knowledge of what has to be done.

Instead, our Program procedures incorporate various tools to assure that the following milestones are achieved:

Maintain a high awareness level of what is required to be serviced.

All required routines are spelled out in detailed task or checklist sheets used by janitors and monitored daily by section foremen and supervisors. This assures that no task completion has been left to chance.

Daily audit inspections performed by foremen and supervisors.

All required routines are inspected to monitor their proper completion under UBS standards. These staff use the unique inspection forms for that facility to measure qualitative and quantitative service criteria including commenting on completeness, consistency and effectiveness of the service.

Spell out corrective action, where discovered, and follow up.

Where inspections reveal deficiencies, make employee(s) aware through incident and/or warning reports to control future reoccurrence. Follow-up is made immediately within 3 working days or less.

Communicate non-routine activities so that they can be completed.

Request for extra service is expedited using forms that clearly spell out the task and time of completion. The site supervisors can then better plan or reprioritize schedules to expedite completion as well as expedite obtaining approval of charges and billing.

Regular review of service with facility manager or representative.

Review on a routine basis with customer their observations of the service. Review our efforts to assure completion and resolution of deficiencies.

2. Maintaining Quality Performance.

All work performed is inspected daily by our on-site foremen and supervisors. Leaving nothing to chance is one of their principal goals, and they work to communicate their efforts both to their workers, so that corrective action is taken, as well as to our customer, to communicate our efforts and listen to their observations.

Regular training of the cleaning staff both on corrective as well as new technologies and products is a key to not only maintaining but also to improving the quality of our service.

Through regular and persistent efforts to review service and upgrade techniques and product, UBS is able to provide consistent quality service.

3. Quality Process Improvements

It is UBS' practice to keep up with the latest improved technology and products available in our trade. This is facilitated through our exposure and networking with other members in our trade. It is also accomplished through our Janitorial Supply Division activities with its national suppliers. Through this program, our suppliers provide their representatives to demonstrate and educate our staff on the latest products available including equipment as well as supplies.

In turn, our staff is able to transfer these developments to our own cleaning customers' facilities in order to enhance the quality of our service and the general appearance of their buildings and their profits.

In addition, Universal Building Services maintains efforts to monitor its quality of service. For example, as noted deficiencies are documented through daily inspection reports, various quality criteria incidents are tracked and measured for selected locations. The frequency distribution of the measurements are identified over time so that information is obtained as to erring employees, most commonly difficult task, etc. It may also lead to identifying that the problem is due to a basic problem with the building such as bad air conditioning system requiring communication with the facility staff to resolve.

All Universal Building Services' accounts are monitored through the company's internal quality control program. The purpose of this is to maintain Universal Building Services' high level of service to its customers. Universal Building Services take a pro-active approach with regard to customer contact and service. All cleaning programs are tailored to each account and site, since all have specific and unique needs.

Safety

Universal Building Services stresses safety to all employees at all times at all jobs. Safety awareness begins when the new employee is hired. Indoctrination training covers all aspects of personal, chemical, and equipment safety. UBS' Illness And Injury Prevention Program is covered with each employee and the program can be found in the UBS Employee Handbook, which is available in English and Spanish. Each employee is given his/her own personal copy of the Employee Handbook. Personal safety training includes proper methods of lifting heavy objects, being cognizant of potentially hazardous and dangerous situations and ensuring that high visibility barrier tape or wet floor signs are in place where necessary. Chemical safety training includes the wearing of proper eye, hand and skin protection necessary for the assigned task, always mixing chemicals from a higher concentration to a lower one, and awareness of and how to use MSDS information. Equipment safety training includes proper care and handling of vacuums, mops, floor machines, extractors and other such machinery. Employees are instructed that regular periodic maintenance of equipment ensures safe operation. Emergency procedures involving personal safety, property protection, and equipment damage control are taught to the new employee.

Safety training and awareness is constantly given to UBS employees in the form of monthly safety talks, presentations from equipment and chemicals vendors representatives, and regular job site inspections by UBS supervisors, who are keenly aware of the value of working safely. The supervisors themselves attend quarterly management meetings, wherein presentations about safety on the job are always given.

Innovation and Environmental Concern

Universal Building Services, while primarily a janitorial services company, also has a Supply Division and a Power Sweeping Division. The Janitorial Division receives the benefit of the Supply Division first learning about new products, equipment, trends, and techniques from its many supply vendors. New information is immediately passed on to the Janitorial Division for practical feasibility and efficacy testing. The ultimate benefit is that UBS clients receive the most up-to-date, state of the art maintenance in the shortest possible time from introduction. As an example, UBS has been a pioneer in the use of environmentally friendly and Green Seal Certified products, including recycled paper products, non-acid bowl cleaners, neutral pH cleaning and mopping solutions, non-butylated floor strippers, and zinc-free floor finishes.

An innovative program that Universal Building Services has in place with one of its major customers is a cash reward incentive, paid quarterly, to all UBS janitors at that job site when an accident-free quarter (3 month period) has been achieved. The site's property management staff gets involved with the disbursement of the reward. This encourages all UBS employees to be more cognizant of working safely. An accident negates the reward for all janitors, so all janitors are aware of others working in an unsafe manner.

Proposer - Qualifications and Experience

Universal Building Services and Supply Co. was founded in 1963 by Leonard Brusseau and Joseph Pieri. UBS prides itself in offering quality cleaning services, prompt response, personal contact, and thorough follow-up to its clients. These principles support the company's umbrella policy of total client satisfaction. That UBS has steadily grown throughout its history is testimony to the company's success in meeting these principles. Now, over forty-seven years later, UBS remains family owned and provides cleaning services to over 30 million square feet of diverse building space throughout the State of California. Growth and expansion at UBS continues to be steady and controlled.

Universal Building Services has over 47 years of continuous experience in cleaning city government facilities, including administration office, police stations, libraries, swim centers, city park facilities and restrooms, community centers, senior centers, and outside common areas. UBS is currently cleaning or has cleaned, as examples, the cities of:

Berkeley	Campbell	Santa Cruz
Cupertino	Santa Rosa	West Sacramento
Pinole	El Cerrito	Albany
Berkeley	Concord	Walnut Creek
San Pablo	Modesto	Sacramento
Rohnert Park	Burlingame	Pleasanton

Universal Building Services and Supply Co. began with a single office in Richmond, California. To better accommodate the additional space required for increased staff and workers, more equipment, garaging and servicing of power sweepers, and warehousing of maintenance supplies, the Richmond facility has expanded to include several buildings. Richmond is also the location of the company's corporate offices. UBS has district offices in San Jose, Walnut Creek, Petaluma, Sacramento, and Modesto to provide better client support and service.

Universal Building Services and Supply Co. has grown steadily to become a major presence in the field of total building cleaning maintenance throughout California. To the basic janitorial office cleaning, which was the original UBS service provided, have been added carpet cleaning, hard and resilient floor care, window cleaning, emergency clean up, and numerous other ancillary services. To strengthen its position as a leading provider of full-service cleaning and maintenance, UBS added power sweeping and maintenance supply sales to the services offered by the company. Power Sweeping and Maintenance Supply Sales are now separate divisions of Universal Building Services.

Universal Building Services and Supply Co. remains dedicated to continuing those principles that have contributed in its longevity, stability, and growth and that have resulted in the satisfaction and loyalty of its clients. Providing leadership into the future are UBS managers and supervisors who, individually, average over 25 years of experience with UBS alone.

Key Personnel - Qualifications and Experience

Ron Martinucci, Regional Manager

Mr. Martinucci is a Regional Manager with Universal Building Services and Supply Co. He has been with the company since 1988 and has over 22 years of experience in the janitorial business, including 18 years of field supervision. He is directly responsible for all UBS work being performed in the counties of San Mateo, Santa Clara, Santa Cruz, San Benito, and Monterey.

Dario DeVincenzi, Operations Manager

As Operations Manager, Mr. DeVincenzi works closely with UBS District Managers and customer representatives to insure that both customer standards and UBS standards are met at all times. Mr. DeVincenzi started his career with UBS in 1972 and has more than 38 years of experience in all aspects of the building maintenance profession. He is intimately familiar with the operations and management of large projects, route management and high-rise buildings. Mr. DeVincenzi has developed a reputation for excellent quality control and successful operations.

Mr. DeVincenzi is responsible for the overall performance of UBS. He audits the performance of all UBS personnel, enforces quality standards, and makes on-site visitations and inspections.

References

County of San Mateo Mr. Steve Lanza, Building Services Manager
555 County Center 5th Floor Phone: (650) 363-4445
Redwood City, CA 94063 email: slanza@co.sanmateo.ca.us
Note: June 2006 to present; \$235,000+/yr;

City of Berkeley Mr. Jesus Rivera, Operations Specialist
2180 Milvia St. Phone: (510) 981-6453
Berkeley, CA 94704 email: jrivera@ci.berkeley.ca.us
Note: July 2008 to present; \$370,000+/yr;

City of Santa Rosa Mr. Mark Armstrong, Facilities Maintenance
Coordinator
55 Stony Point Road Phone: (707) 543-3712
Santa Rosa, Ca 95401 email: marmstrong@srcity.org
Note: August 1997 to present; \$225,000+/yr;

City of Concord Mr. Alton Baxley, Manager of Facilities
Maintenance
1455 Gasoline Alley Phone: (925) 671-3025
Concord, CA 94520 email: Alton.Baxley@ci.concord.ca.us
Note: July 2008 to present; \$160,000+/yr;

IMPORTANT NOTICE -

PROPOSALS DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. **Proposal Form**
- b. **Non-Collusion Affidavit**
- c. **Subcontractors List**
- d. **Worker's Compensation Insurance Certificate**
- e. **Proposer's Statement Regarding Insurance Coverage**
- f. **Contractor's Nondiscriminatory Employment Certificate**

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.