

CITY OF CHOWCHILLA CALIFORNIA



REQUEST FOR PROPOSAL

JANITORIAL SERVICES: CITY FACILITIES

DATE ISSUED: April 21, 2021

PROPOSALS DUE: June 7, 2021

SUBMIT TO: City Clerk
City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610

RFP# 20-O&M-001

REFER QUESTIONS TO: Beatrice Mayers
Administrative Analyst
Public Works

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SECTION I – GENERAL INFORMATION

I-1 Background Information

The City of Chowchilla is located in Madera County, approximately 15 miles south of the City of Merced and 40 miles northwest of Fresno, CA. Chowchilla services an area of about 7.6 square miles with a population of about 18,720. The City's fiscal year begins on July 1 and ends on June 30.

The City of Chowchilla was incorporated in 1923 as a general law city which operates under the council/administrator form of government. The City operates and maintains the roadways, water, sewer, airport, and storm drainage systems. The City also provides police and fire services. The City currently employs a staff of 82.

I-2 General Conditions

The City of Chowchilla shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the City.

The City reserves the right to accept or reject any or all RFP'S and to award the contract to the proposer(s) who best complies with specifications as determined by the bid analysis. RFP's not complete with bid will be rejected. The City of Chowchilla Public Works Department will make the final determination to award the contract.

RFP'S may, at the City's discretion, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFP.

The selected firm must agree to indemnify, hold harmless and defend the city, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected firm will be required to comply with all existing State and Federal labor laws, including the applicable to equal opportunity employment provisions.

The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected.

All responses to this RFP shall become the property of the City of Chowchilla and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

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All documents, records, designs and specifications developed by the selected firm in the course of providing services for the City of Chowchilla shall be the property of the City. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the City of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.

The City reserves the right to issue a written notice to all participating firms of any change in the RFP submission schedule should the City determine, in its sole discretion, that such changes are necessary.

I-3 Scope of Services

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

No pre-proposal conference or facility walkthrough will be held for this project. The RFP document includes information about the work sites at The City of Chowchilla. Please refer to the attached appendix of the RFP for more details. It is the responsibility of the Proposer to review all information provided in the RFP documents, including the information contained in supplemental material that provides some visuals of each facility. The proposer should use this information to become familiar with the project locations and janitorial needs.

A. Facilities: All work is to be done in the evenings between the hours of 5 pm to 11 pm. The City of Chowchilla is requesting proposals for janitorial services for the following facilities:

1. Civic Center: 130 S. Second Street (20,375 sq. ft). One story building with two lobbies, administrative offices, cubicles, a kitchen, outdoor eating area, mail room, locker room, conference room, training room, Council chambers, janitorial room, 2 public restrooms, employee restrooms (6), and one unisex restroom
2. Fire department: 240 North 1st Street (5,710 sq. ft). Training room w/kitchen, lobby, restrooms (3), offices (2), and bay area (houses 6 engines).
3. Police Department: 122 Trinity Avenue (7,800 sq. ft). One story building with a lobby, customer service counter, holding cell, dispatch center, two locker rooms w/showers, restrooms (4), offices and cubicles.
4. R.C. Wisner Park: South 2nd and Trinity Avenue (126 sq. ft). Total of 4 public restrooms. Each one is 126 sq ft.
5. Edward Ray Park: 625 N. 15th Street (170 sq. ft). Total of 2 public restrooms. Each one is 170 sq ft.
6. Veterans Memorial Park: North 6th and Robertson Blvd. (77 sq. ft). Total of 2 public restrooms. Each one is 77 sq ft.
7. Public Works Office: 360 North 1st Street (1100 sq ft & 420 sq ft). Two buildings. Smaller one is a break room with kitchen and restroom. Other consists of offices and restrooms.

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City Park restrooms are to be cleaned daily (Monday – Friday). Time to be determined when contract is awarded. Due to current COVID-19 guidelines, park restrooms are open on a limited time basis.

Some of the square footage may differ depending on the services needed for each building, placement of furniture, and/or secured access.

a. Perform Daily (Wednesday and Friday)

1. Vacuum all carpeted areas and mats
2. Dust mop or sweep and wet mop all bare floors.
3. Dust all furniture and office equipment as listed below: desks, file cabinets, bookshelves, windowsills, chairs, telephones, tables, computer equipment, etc. Dust and clean counters. Use appropriate cleaners, furniture oil, etc. for each type of surface.
4. Empty all trash container and waste baskets. Install fresh plastic liners, or wash trash container as needed. Dispose of all trash in trash bins.
5. Clean smudges and unsightly appearance from doorjambes, light switches, glass portions, mirrors, rest room partitions, glass doors (inside/out) and counters, etc.
6. Clean and sanitize all restrooms fixtures, sinks, toilet bowls, toilet tanks, floor area around toilet, walls, urinals, washbasins and polish chrome.
7. Clean dispensers such as: towel dispensers, toilet paper dispensers, soap dispensers, and sanitary disposal bags.
8. Check urinal deodorant blocks and replace as needed.
9. Refill all dispensers in restrooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins and tampons, paper towels, etc.).
10. Remove interior cobwebs along with the exterior entryways.
11. Always be sure all doors in buildings are locked and secured before leaving.
12. In addition at the Police Department: Emergency clean up services as needed (blood, vomit, etc.).
13. At the Fire Department: Service only needed 1x a week, preferably on Friday

b. Perform Weekly:

1. Dust chair rugs, low moldings, sills, picture frames, partition tops and other accessible surfaces.
2. Dust and clean, as needed, baseboards.
3. Clean and wet mop janitorial closets and or storage areas.
4. Clean and polish drinking fountains.
5. Wash and clean all interior and exterior of all windows.
6. Clean stainless steel bathroom sinks, toilet paper dispensers, and water fountains.
7. Clean and sanitize telephones
8. Dust all vertical blinds
9. Spot clean carpets as needed.
10. Vacuum furniture in office.
11. Wash wastebaskets (unless plastic liners are included then wash as necessary).
12. Clean kitchen sink, counter tops, and floors (Civic Center, Police Department and Fire Station).
13. At the Fire department: all weekly duties become monthly duties.

c. Perform Quarterly:

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1. Wiping of Ceiling Vents

d. Perform Annually:

1. Strip wash and refinish tile floors
2. Wash glass on pictures hanging on walls
3. Wash down walls in all park restrooms (preferably pressure wash).
4. Mop and wax Fire Bay

Extra Charge Services:

- A. Carpets: Shampoo carpets at a fixed fee per square foot when requested by City.
- B. Floors: Strip, seal, wax and buff floors at a fixed fee per square foot approximately every four (4) to six (6) month and or when requested by City. This includes stripping and sealing vinyl or runner baseboards.
- C. Square footage determination: Actual square footage of bare floor or carpeted area to be serviced shall be determine by and approved by the City before each job is authorized. City will only pay for square footage actually serviced. This amount may differ from total area of a room or building because furniture is in the way or only part of a floor area needs cleaning or waxing.

Consumable supplies – General Information

- A. Quantities: quantities of consumable supplies for each city facility are to be estimated by the Service Provider.
- B. Questions: Bidders are encourage to ask sufficient questions during mandatory facilitates walk-through to determine operation house, volume of use, number of employees, public use and other pertinent information necessary to prepare bid amounts for each facility.
- C. Cost of supplies: cost of all such supplied shall be include in the monthly bid submitted for each city facility. Adjustments for consumable supplies shall not be made during the original term of the agreement; however, volume of consumable supplies needed may be a basis for negotiation of a fee adjustment for an additional two (2) – one (1) year extensions.

Janitorial Services: Formal sealed bids must be include a transmittal letter, referenced (Attachment “B”) and completed bid from Attachment “A,” “B,” “C,” and “D”. The section of the firm will be based on experience and ability to perform as expressed in the written submittal and subsequent telephone and/or in-person interview, if deemed necessary by the City.

SECTION II – PROPOSAL ELEMENT

- A. Proposal Information
 - a. Each firm who responds to the RFP is required to submit one (1) original and three (3) copies of the bid with the information in the format identified below.
 - b. Submittal must include all the required elements. Elaborately packaged or lengthy submittals are neither required nor desired. Submittals should be concise and contain relevant information by which the City can judge the qualifications of the firm.
- B. Identification of Firm
 - a. The name and address of firm.

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- b. Type of ownership, i.e. Corporation, Partnership, Tax I.D. #, etc.
 - c. The name of principal contact – include title, and telephone and email.

C. Minimum Qualifications

- a. Be a full service reputable firm capable of performing all aspects of Bid Specifications.
- b. All assigned personnel must be well qualified, experienced and bondable.
- c. Extensive experienced performing janitorial services for facilities of similar type and size as those listed above.

D. Format and Content of Proposal

- a. NO REVISIONS OR SUPPLEMENTATION MATERIAL WILL BE ACCEPTED AFTER DEADLINE. EMAIL, FAXES AND POSTMARKS WILL NOT BE ACCEPTED.
- b. PRICE QUOTES MUST BE VALID FOR A MINIMUM OF 6 MONTHS FROM BID DEADLINE.

II-1 Response

In order for City staff to adequately and fairly evaluate proposals, each submittal must clearly and completely provide the following information:

- a. A transmittal letter signed by a duly authorized person, which describes janitorial experience providing service to similar public agencies or private entities. Letter should include the following and any information, which would be helpful in the City evaluations process.
 - a. Brief overview of firm including: company/ Owners name(s), geographical service area, years in business and key personnel, (i.e.: names, titles and experiences).
 - b. Total number of full and part-time employees.
 - c. Relief capability to cover employee time off for sick or vacation leave.
 - d. On Attachment "G" list a minimum of four (4) customer accounts of similar size and type for which janitorial services are currently being provided. Include company name, contact person's name, phone number and email address with a brief statement of facilities being serviced by your firm.
 - e. Total proposed monthly compensation for all janitorial services for each City facility listed must be clearly stated on Attachment "H" of this RFP. Fees for specific extra charge items must also be stated on Attachment "H."
- b. **All attachments need to be included**

PROPOSALS SUBMITTED MUST CONTAIN THE FOLLOWING INFORMATION TO BE CONSIDERED.

BASIS FOR SELECTION AND CONDITIONS

The responsiveness, competency and responsibility of Proposer and of their proposed subcontractors will be considered in making the award of contract. Any Proposer before being awarded a contract may be required to furnish evidence satisfactory to the City that Proposer and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract

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in a satisfactory manner. The City reserves the right to reject the proposal of any Proposer as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the City of a nature similar to this project. Other factors that may be considered by the City to determine a responsible proposal and the overall capability of the Proposer to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a Proposer has been terminated on other projects.

A responsive proposal is one that meets all terms, conditions, and specifications of the RFP. The bid must comply with the content requirements of the RFP documents. The Proposer must perform and do what the RFP documents and contract required and said they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a proposal might be declared and found to be non-responsive include:

1. Proposal is substantially incomplete
2. Proposal is not signed
3. No acknowledgement of critical addenda
4. Significant discrepancies appear in the response

A responsive proposal conforms to RFP specifications. However, a proposal which substantially conforms, though not strictly responsive, to a call for proposals may be accepted if the variance cannot have affected the amount of the proposal or given a Proposer an advantage or benefit not allowed other Proposers or, in other words, if the variance is inconsequential. The City reserves the right to reject any and all proposals or alternatives and waive any informality or irregularity in the proposals or in the bidding, and to determine responsiveness and responsibility of Proposer, including but not limited to those areas mentioned above.

SPECIFICATION CHANGES

The City may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

AMENDMENTS

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the "Open Bids" website. It is the Proposer's responsibility to obtain, sign and submit all addendum(s) for the RFP at: cityofchowchill.org

Failure of Proposer to not submit signed addendum(s) with their proposal shall be cause for rejection.

Any exceptions taken to this RFP shall be clearly stated in writing.

RFP WITHDRAWAL

Any Proposer may withdraw their proposal, either personally or by written request, at any time **prior** to the date and time due.

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RIGHT TO REJECT PROPOSALS

The City of Chowchilla reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as the City may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The City will be the sole judge in making such determinations.

EXAMINE SPECIFICATIONS

Proposer shall thoroughly examine and be familiar with the specifications herein. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer's offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

SITE INSPECTION

Proposers shall have examined the work sites, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

ALL RFP DOCUMENTS PART OF FINAL CONTRACT

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

PUBLIC RECORD

All proposals become property of the City. All proposals, including the accepted proposal and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not consider proprietary information.

The City will treat all information submitted in a proposal as available for public inspection once the City has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal. In order for the City to assess confidentiality of any such information on your behalf, you must request, execute and submit a City-prepared written agreement to defend and indemnify the City for any liability, costs, and expenses incurred in asserting such confidentiality as part of your proposal. The final determination as to whether the City will assert your claim of confidentiality on your behalf shall be sole discretion of the City. This written agreement may be obtained by contacting the City Clerk at the address on page 1 of the RFP.

EXCEPTIONS

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

RESULTING CONTRACT

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1. Through the RFP process, the City reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.
2. The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.
3. Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract". Any contentions **MUST** be submitted with your RFP.

NOTICE

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to City Clerk at 130 S. Second Street Chowchilla, Ca. 93610

SECTION III – TENTATIVE PROJECT MILESTONES / INFORMATION

Proposal Due Date

RFP Issued	April 21, 2021
Proposal Due	June 7, 2021
Tentative Contract Award	June 2021
Begin Work	July 1, 2021

GIVEN THE CURRENT SOCIAL DISTANCE GUIDELINES ISSUED BY FEDERAL, STATE, AND LOCAL AUTHORITIES, A WALKTHROUGH OF THE FACILITIES WILL NOT BE SCHEDULED.

Bidders must submit proposals including extra costs items, such as carpet cleaning, based upon observations of attached pictures. It is expected preparation of all bids will take into consideration all information provided.

Send Proposals (1 original / 3 copies)	City Clerk City of Chowchilla 130 S. Second St. Chowchilla, CA. 93610
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Mark Envelopes: **"Janitorial Services: City Facilities"**

III-2 Proposal Due Date

One (1) Original and Three (3) print copies of the proposal must be delivered to City of Chowchilla, Civic Center 130 S. Second Street, Chowchilla, CA 93610, no later than June 7, 2021 at 4:00 PM local time. Facsimile or electronically transmitted proposals **will not be accepted. Late proposals will be kept by the City, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP title, "Janitorial Services: City Facilities".**

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Any proposal may be withdrawn at any time before the "Proposals Due" date and time, by providing a written request for the withdrawal of the proposal to the City Clerk's Office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

- A. Successful bidder must begin providing full janitorial service to all affected City facilities on July 1, 2021
- B. Hours of daily service for each city facility must be approved by the Department of Public Works. Most janitorial work will have to be completed at night after normal office hours, unless otherwise agreed upon in the Agreement by City and Service Provider.
- C. Stripping and waxing of floors and shampooing carpets must be completed on a weekend.
- D. Length of Custodial Contract shall be from July 1, 2021 through June 30, 2024 a three year term.
- E. Agreement will include an option for janitorial service provider to negotiate with City for possible two (2) – one (1) year extension.
- F. Addition or deletion of facilities from the contract remains at the discretion of city and contract shall be amended accordingly. Cost for any City facilities added during term of the contract shall be negotiated at that time.

III-3 Additional Contract Information

- A. Service Provider will be required to have uniforms with vendor logo on vehicles and clothing worn by the staff while working in City Facilities.
- B. Janitorial services will be evaluated during the term of the contract by each affected City Department then forwarded to the Public Works Department for appropriate action.
- C. City will reserve the right to terminate service at any time with a thirty (30) day advance notice.
- D. Janitorial service provider must maintain office hours Monday through Friday from 8:00 AM to 5:00 PM to receive and respond to inquiries or needs of City within 2 hours from the time of call.
- E. If emergency call Police Department 559.665.8600.
- F. Payment by City for services rendered will be made within 30 days from receipt of billing which retains the charges for each City Facility.

III-4 Addenda

The City may modify the RFP at any time prior to the RFP due date. It is recommended that proposers periodically check the City's website at www.cityofchowchilla.org for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Verbal modifications to the RFP specifications shall not be binding upon the City.

III-5 Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

III-6 Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

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III-7 Equal Opportunity Policy for Contractors

The City of Chowchilla requires all proposers to comply with the City's equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

III-8 Required Business Documents

General Commercial Liability Insurance, Automobile Insurance, And Worker's Compensation:

The Contractor shall furnish to City of Chowchilla, a Certificate of Insurance, in triplicate, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this Article XI, and shall further indicate insurance coverage with minimum limits as shown in (1.) or (2.) and (3.) as follows:

Contractor shall maintain limits no less than:

1. Commercial General Liability: (Including operations, products and completed operations.) \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Contractor's Property Damage Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions. The Certificate of Insurance shall further provide ten-days "Notice of Cancellation" or reduction in coverage shall be given the City of Chowchilla.

An Additional Insured Endorsement to the Contractor's Commercial General Liability Insurance Policy naming **the City of Chowchilla, and all officers, volunteers and employees shall also be furnished in triplicate.**

Performance Bond. As a condition precedent to beginning work pursuant to this Agreement, Service Provider shall also furnish to the CITY a Performance Bond in an amount equal to 100 percent of the Agreement Price or in the amount of \$100,000, whichever is greater. The Performance Bond shall be written by a surety company and in a form acceptable to the CITY.

Copies of the approved Certificate of Insurance and Additional Insured Endorsement forms will be furnished to the Contractor upon award of the Contract.

In the event of a partial or total destruction by the perils insured against, of any or all of the work or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the City of Chowchilla of the work or materials to be performed or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or his surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract.

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The Certificate of Insurance shall further provide a clause for ten (10) days' notice of cancellation shall be given to the City of Chowchilla.

III-9 City Business License

The selected proposer may be required to obtain a City Business License.

III-9 Permits

City Permits will need to be pulled from the Permit Technician for all projects completed in city right-of-way or city property, unless otherwise instructed by Project Manager

SECTION IV – SELECTION PROCEDURE

Phase I – Met Submittal Requirements

Bid Review

Phase II – Evaluation Scoring

The City will evaluate each proposal in the following categories with the relative weight as follows:

A. Evaluation of Bids

- a. A committee as decided by city will evaluate proposals. Proposals, which are incomplete or not in compliance with these specifications will be rejected.
- b. City may find it necessary and beneficial during the evaluation process to request additional reasonable information from any or all those submitting proposals.
- c. City may choose to conduct interviews with a number of firms that submit proposals as part of the evaluation process.
- d. Criteria for selection of janitorial service provider shall include overall qualifications, years of experience, reference check and overall cost.
 - i. Demonstrated professional skills and credentials of the staff to be assigned to the project.
 - ii. Understanding of the Work Scope, as evidenced by the approach to performing the work tasks.
 - iii. Relevant related experience.
 - iv. Reputation of firm (based on references).

Phase III – Award Selection and Interview Process:

A part of the evaluation process may include an Interview for the top proposers. The interview will consist of a answering any additional questions City may have. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews will be held with whom the City deems as the most qualified respondents. Initial scores may be changed based on Interview. The Proposer selected will enter into a contract with the City.

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

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concluded successfully, the City may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

SECTION V – CONTACT INFORMATION

Questions regarding the scope of services may be directed to (preferably by email):

Beatrice Mayers

Administrative Analyst

559.665.8615 x308

bmayers@cityofchowchilla.org

SECTION VI – ATTACHMENTS TO BE SUBMITTED

CHECKLIST

Submitted	Attachment	Type of Document	Page Number(s)
	A	Civic Center Photos and Floor Plan	14-18
	B	Fire Dept Photos	19-20
	C	Police Dept	21-24
	D	Corp Yard Office	25-26
	E	Park Restrooms	27
	F	Identification Sheet	29
	G	References	30-31
	H	Form for Professional Services	32
	I	Non-Collusion Affidavit	33
	J	Service Agreement- Example Only	34

OTHER INFORMATION REQUIRED TO BE SUBMITTED WITH BID PACKAGE
SEE SECTION II-1 RESPONSE.

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Attachment A- Civic Center Lobby and Restrooms



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Council Chambers, Library, & Unisex Restroom



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Inside Lobby



REQUEST FOR PROPOSAL

JANITORIAL SERVICES: CITY FACILITIES

Inside Lobby and Meeting Room



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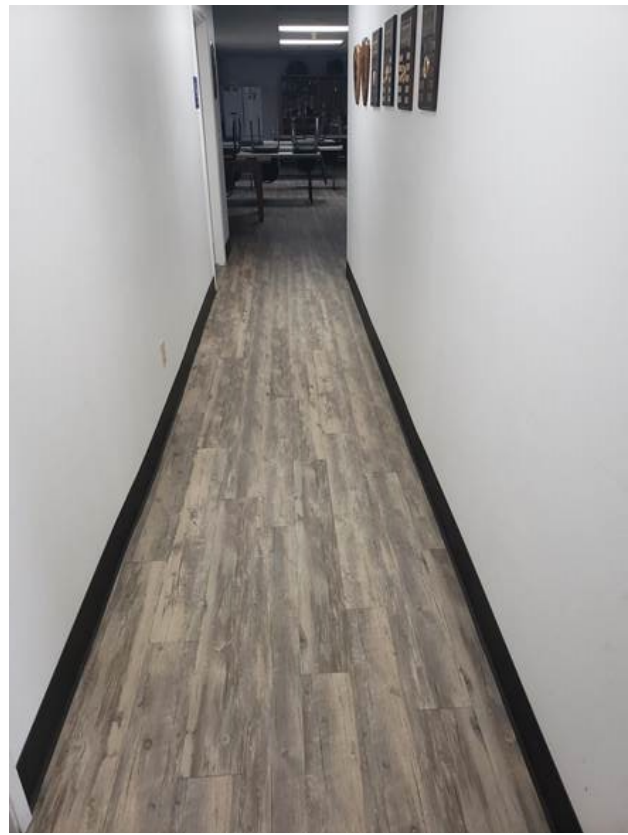
Breakroom and Bathrooms



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ATTACHMENT B- FIRE DEPT Office & Training Room



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Fire Bay



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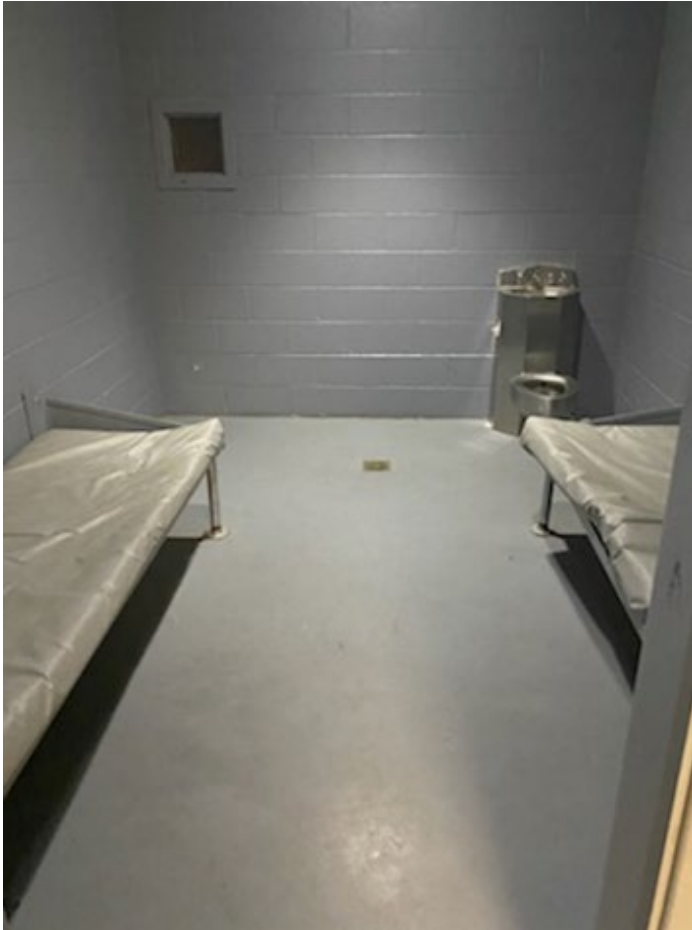
ATTACHMENT C- PD BUILDING



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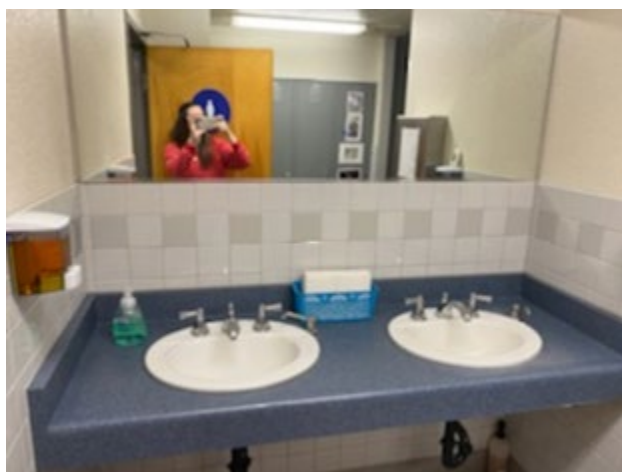
PD Temporary Holding Cell



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Bathroom & Lockerroom



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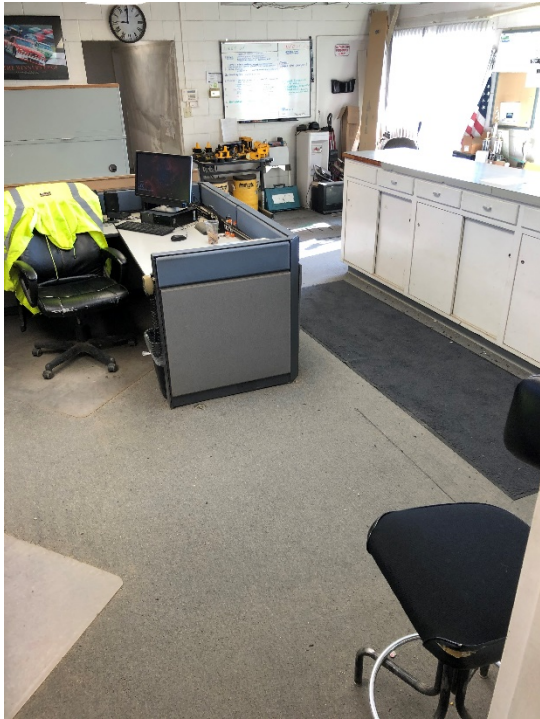
Kitchen and Hallways



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ATTACHMENT D- PUBLIC WORKS OFFICE



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JANITORIAL SERVICES: CITY FACILITIES

PUBLIC WORKS RESTROOM & BREAKROOM



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ATTACHMENT E- PARK RESTROOMS

RC WEISNER PARK



VETERANS MEMORIAL PARK



EDWARD RAY PARK



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ATTACHMENT F – IDENTIFICATION SHEET

Complete and return this attachment with proposal.

Type or print the following information:

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Title: _____ E-mail: _____

Telephone: () _____ Fax: () _____

Number of employees: _____

Name of Insurance Carrier(s): _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

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ATTACHMENT G – REFERENCES

City of Chowchilla Bid for Professional Janitorial Services

Current Agency or Business References

This form must be attached to transmittal letter as part of sealed bid proposal. References from 4 governmental agencies or other similar customer accounts for which bidder currently provides janitorial services and required.

Agency/Company Name: _____

Phone number: _____ Email: _____

Contact Person: _____ Date Contracted Started: _____

Summary of Facilities included in this contract and services provided: _____

Agency/Company Name: _____

Phone number: _____ Email: _____

Contact Person: _____ Date Contracted Started: _____

Summary of Facilities included in this contract and services provided: _____

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Agency/Company Name: _____

Phone number: _____ Email: _____

Contact Person: _____ Date Contracted Started: _____

Summary of Facilities included in this contract and services provided: _____

Agency/Company Name: _____

Phone number: _____ Email: _____

Contact Person: _____ Date Contracted Started: _____

Summary of Facilities included in this contract and services provided: _____

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Instructions for completing bid form (Attachment H)

- A. Monthly Fee: A separate monthly fee must be stated for each City Facility listed on Attachment H. It must cover all Monthly costs of janitorial services for each location including, but not necessarily limited to labor, cleaning materials, supplies, all paper good, trashcan liners, insurance, or other expenses.

- B. Required Service: Required service level and frequency for each affected City facility is as follows

REQUEST FOR PROPOSAL**JANITORIAL SERVICES: CITY FACILITIES****ATTACHMENT H**

City of Chowchilla Bid Form for Professional Janitorial Services

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

Facility**Total Monthly Bid**

1. Civic Center
2. Fire Department
3. Police Department
4. R.C. Wisener Park
5. Edward Ray Park
6. Veterans Memorial Park

TOTAL FOR ALL FACILITIES

Extra Charge Items (Upon City Request)

1. Terrazzo Floors (Strip, seal, wax):
2. Tile or Vinyl Floor (Strip, seal, wax):
3. Shampoo Carpets
4. Exterior Window Cleaning

\$ _____ per square foot
 \$ _____ per square foot
 \$ _____ per square foot
 \$ _____

Total Number of Employees in Firm

Total number of employees to be assigned to city facilities

Part-time _____
 Full-Time _____
 Office Staff _____

Supervisors _____
 Part-time _____
 Full time _____

Bidder's office hours Monday – Friday: _____ AM to _____ PM

 Company Name

 Authorized Bid Signature

 Address

 Typed or Printed Name

 Date

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ATTACHMENT I – NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares 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 submit 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 proposing; 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 their 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.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

PROPOSERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

Proposer's Signature: _____

Date: _____

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ATTACHMENT J

CITY OF CHOWCHILLA SERVICE AGREEMENT

SAMPLE TEMPLATE

This Janitorial Services Agreement ("Agreement") is entered into between the City of Chowchilla ("City") and _____ ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on _____ ("Effective Date").

RECITALS

- A. City desires to obtain janitorial services ("Services") as described in the Request for Proposals No. 20-O&M-001, set forth in **Exhibit A** and incorporated herein by reference ("Request for Proposals").
- B. Contractor is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. Contractor submitted a complete proposal, including all required forms, bonds, certificates, and other documents, attached as **Exhibit B** ("Contractor's Proposal") and incorporated herein by reference, that was approved by City for award of contract for the Services.
- D. City desires to retain Contractor, and Contractor desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

- Scope of Services. Contractor shall perform the Services described in the Request for Proposals set forth in **Exhibit A**. Contractor shall comply with all standards, specification, and other requirements expressed in the Request for Proposals. If there is a conflict between the Request for Proposals or the Contractor's Proposal and this Agreement, this Agreement shall control. No contractual terms or conditions detailed in Contractor's Proposal shall in any way waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services or Work performed by Contractor.
- Commencement of Services; Term of Agreement. The term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024. Contractor shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until the expiration of the term, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is

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earlier. The term of this Agreement may be extended for up to two (2) extensions of one (1) year each. The parties must mutual consent in writing to the extension of this Agreement by March 31 of the year in which the Agreement shall expire.

3. Payment for Services. City shall pay Contractor for the Services performed pursuant to this Agreement according to the rates stated in Contractor's Proposal set forth in **Exhibit B**. The total amount of compensation paid to Contractor under this Agreement shall not exceed _____ Dollars (\$_____.00) ("Contract Amount").

Contractor shall submit monthly invoices to City containing detailed billing information regarding the Services provided and City shall tender payment to Contractor within thirty (30) days after receipt of invoice.

4. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Contractor expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Contractor utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Contractor also expressly represents that both Contractor and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed, bonded, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Identity of Subcontractors. Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors, if any, Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of

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City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

7. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; and (b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Contractor shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Contractor under this Agreement.

10. Delay Damages. Time is of the essence with respect to this Agreement and the Services provided by Contractor. Contractor's failure to timely and satisfactorily perform under this Agreement shall result in the assessment of delay damages at the rate of \$50.00 per day for each calendar day that Contractor fails or refuses to perform the Services, fails to timely perform the Services, or performs the Services in an unsatisfactory manner and fails to correct. Contractor shall be provided written notice of any deficiency in performance and afforded forty-eight (48) hours, not including weekends, to correct the work. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed performance of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the facilities, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that satisfactory performance of the Services is delayed because of Contractor.

11. Performance Bond. Prior to commencing any work under this Agreement, Contractor shall apply for and furnish City a performance bond for the Services which shall cover 100% faithful performance of the Contract Amount, or in the amount of \$100,000, whichever is greater. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety

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insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

12. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Services. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Services. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

15. Reserved.

16. Termination of Agreement. This Agreement shall terminate upon completion of term or any extension thereto, or earlier pursuant to the following.

a. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Contractor.

b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon seven (7) days prior written notice to the other party of a material breach, and a failure to cure within that time period. Contractor's failure or refusal to satisfactorily perform shall constitute a material breach.

c. Compensation to Contractor Upon Termination. In the event termination is not due to fault attributable to Contractor, and provided all other conditions for payment have been met, Contractor shall be paid compensation for services satisfactorily performed prior to notice of termination. In the event termination is due to fault attributable to Contractor, Contractor shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment

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due exceed the total compensation as specified in Section 3 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Contractor shall furnish to City a Certificate of Insurance, in triplicate, demonstrating insurance coverage with minimum limits as follows:

a. Commercial General Liability (including operations, products and completed operations): \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Commercial General Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions. An Additional Insured Endorsement naming the City and all officers, volunteers, and employees shall also be furnished in triplicate.

b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

The Certificate of Insurance shall further provide "Notice of Cancellation" or reduction in coverage to be given to the City at least ten (10) days in advance of such change.

18. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Services described herein, unless the injuries or damages are the result of City's sole negligence or willful misconduct. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this

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Agreement for any items specified herein that arose or occurred during the term of this Agreement.

19. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Services under this Agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business license fee to City during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

21. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

22. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

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23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Fresno, California. Contractor shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from

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among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

31. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

By: _____

Date: _____

CITY OF Chowchilla

By: _____

Rod Pruett, City Administrator

Date: _____

Party Identification and Contact Information:

[Contractor]

Attn: Name
Address
City, State

_____ [E-Mail Address]

_____ [Phone Number]

City of Chowchilla

City Clerk
130 S. Second Street
Chowchilla, CA 93610

_____ [E-Mail Address]

_____ [Phone Number]

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONTRACTOR'S PROPOSAL