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**CITY OF FISHERS DEPARTMENT OF PUBLIC WORKS**

**COMPREHENSIVE JANITORIAL SERVICES**

**REQUEST FOR PROPOSALS**

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## 1. INVITATION

The City of Fishers, Indiana (the “City”) invites offerors, pursuant to Ind. Code § 5-22-9 *et. seq.*, to submit a proposal for the performance of comprehensive janitorial and cleaning services for facilities owned and operated by the City. The City’s objectives are to (a) secure timely, consistent, and superior janitorial services through a cost effective contract with one contractor; and (b) ensure clean and safe facilities for employees, residents, visitors and those doing business with the City. The City’s expectations for services are fully addressed in the specifications attached hereto and incorporated herein as **Exhibit F** (the “Specifications”).

**Proposals must be submitted in conformance with this Request For Proposals (“RFP”) by or before Monday, November 13, 2017 at 9:00am.**

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## 2. BACKGROUND

Since 2000, the City has doubled its population, transitioned from a town to city, and transformed from a bedroom community to entrepreneurial hotbed. As the City’s population has grown, so too have the facilities from which the City delivers essential services and programming. The City’s Department of Public Works is responsible for the upkeep and maintenance of the City’s facilities, including continuously maintaining such facilities in a clean and sanitary condition.

The City specifically seeks proposals for the following:

1. daily cleaning and janitorial services for the facilities listed in **Exhibit A** (the “City Facilities”); Further, for the City Facilities, please include the cost if the (i) offeror provides daily products (as defined in **Section 1.3.13** of the Specifications); and (ii) City provides daily Products;
2. daily cleaning of the Fire Department facilities listed in **Exhibit B** (the “Fire Facilities”);
3. biannual tile and grout cleaning for the facilities listed in **Exhibit C** (the “Tile Services”);
4. carpet cleaning once a year for the Fire Facilities and biannually for the additional facilities listed in **Exhibit D** (jointly, the “Carpet Services”); and
5. quarterly window washing services for the facilities listed in **Exhibit E** attached hereto and incorporated herein (“Window Services”).

For purposes of this RFP, the City Facilities and the Fire Facilities are jointly referred to as the “Facilities”.

The City solicits proposals to obtain cost savings and provide for a competitive process while maintaining a high quality of janitorial services. The City requests proposals indicating that the Offeror can efficiently and cost-effectively deliver janitorial services to a prestige level of

service. A prestige level of cleaning service means a standard that will produce unsolicited compliments and minimize complaints from the City, staff, or visitors.

The City anticipates awarding a contract for a one (1) year term with the right to extend the contract for additional one (1) year terms to the offeror submitting the offer most advantageous to the City. The City will consider both price and ability of the offeror to continuously provide prestige level cleaning services as further set forth in **Section 3** below.

To be considered responsive, offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must demonstrate that the offeror will satisfy all of the objectives and service included in this RFP and the Specifications which Specifications will be included in a contract with the Award Recipient.

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### **3. PROJECT DESCRIPTION**

#### **Priorities for Selecting Janitorial Services**

The City's priorities, which are listed in order of importance, for providing janitorial services are as follows:

A. Provide cost effective pricing for each of the janitorial services listed in **Exhibits A – E** (individually, jointly or collectively, the "Services") and provide the unit cost for each service listed in the Janitorial Services Pricing Guide listed in **Exhibit G**. Further, in **Exhibit A**, include prices for (1) offeror providing all products needed to complete the Services and restock Facilities; and (2) City providing all products needed to complete the Services and restock the Facilities .

***The City, in its sole discretion, reserves the right to select certain services and forego the selection of other services such as requiring the Award Recipient to provide Products (as defined in Section 1.3.13 of the Specifications).***

B. Demonstrate that offeror can continuously provide the Services to a prestige level of cleaning services consistent with the Specifications.

C. Demonstrate effective communication skills and adoption of specific procedures that yield clear, effective communication with the City.

D. Demonstrate a reputation of providing impeccable service free of complaints and other issues in service delivery.

***Offerors shall submit proposals that fully respond to the RFP and include prices for each of Services.***

### **Condition of Facilities**

The approximate size, by cleanable square feet, for the Facilities is included in **Exhibits A - D**. The Facilities vary in age and have historically been maintained in a clean, neat, orderly and working condition. The City cannot fully and comprehensively describe each of the various Facilities. Accordingly, ***offerors are strongly encouraged to participate in the site inspection scheduled for October 23, 2017 of the Facilities prior to responding to this RFP.*** The site inspection will allow offerors to become familiar with conditions that may affect the performance and cost of delivering the Services. Offerors are responsible for being familiar with the Facilities regardless of participating in the site inspection.

### **Subcontracting Prohibited without City Approval**

No portion of the Services can be subcontracted or assigned without prior written approval of the City.

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## **4. PROPOSAL SUMMITTAL INSTRUCTIONS**

Proposals must include the following items, in the following order and under the following headings:

### **A. Identification of Offeror**

Identify all principals, key personnel, the Contract Representative and known Supervisors (both as defined in the Specifications) who will be involved in delivering Services, along with each person's respective role and the extent of their participation.

If the offeror is a limited liability company, please also name all members of the limited liability company and their respective percentage of interest.

Provide the number of offeror's full- and part- time employees performing janitorial services as of the date of submission of your response to this RFP

### **B. Relevant Experience**

A summary of offeror's demonstrated capability, including length of time that offeror has provided the type of services being requested in this RFP.

For each person identified in **Subsection 4(A)** above, identify the specific participant's janitorial experience and experience delivering services similar to the Services (commercial cleaning experience—particularly experience with governmental entities, whether local, state or

federal). For each person, provide the following: (1) name; (2) address; (3) phone number; and (4) email address.

**C. References.**

Provide not less than three (3) references from customers for which offeror has provided services similar to the Services requested by this RFP. For each reference, please include the name, address, phone number, email address and a description of the services provided.

The City may contact and evaluate the offerors' references. Further, the City reserves the right to contact any organizations or individual listed in response to this RFP.

**D. Service Plan.**

Offerors should describe in detail, where applicable, and respond to each of the following:

1. the methods, including controls by which offeror manages Services of the type sought by this RFP;
2. the efforts the offeror will undertake to achieve client satisfaction and to satisfy the Specifications;
3. innovative and/or creative approaches for providing the Service that will maximize efficient, cost-effective operations or increased performance capabilities, if any;
4. Backup staffing plan to cover absenteeism, vacations, etc.;
5. The number and level of supervisors proposed;
6. The type and quantity of equipment to be used in each of the Facilities; and
7. information on your safety program and how employees are trained.

**E. Affirmation of No Litigation or Explanation of Litigation.**

Provide an affirmation that offeror is not currently and has not been for a period of (3) years subject to litigation, including without limitation, threatened litigation. If such an affirmation cannot be made, a full description of all such litigation or threatened litigation shall be included.

A summary of offeror's demonstrated capability, including length of time that offeror has provided the type of Services being requested in this RFP.

**F. Exhibits**

All Exhibits to this RFP are attached hereto and incorporated herein. Complete and attach the following Exhibits (all Exhibits except Exhibit F, Specifications) to your proposal:

- Exhibit A: City Facilities proposed price  
i. Offeror provides products and supplies  
ii. City provides products and supplies  
Exhibit B: Fire Facilities proposed price  
Exhibit C: Tile Services proposed price  
Exhibit D: Carpet Services proposed price  
Exhibit E: Window Services proposed price  
Exhibit G: Proposed Unit price  
Exhibit H: Transmittal Letter  
Exhibit I: Non-Collusion Affidavit  
Exhibit J: Affirmation of No Default or Breach  
Exhibit K: Affirmation of No Bankruptcy

**NOTE: *Proposals need not be accompanied by a certified check. As provided herein, offeror shall provide the City with information relative to its financial responsibility to provide the Services required by the Specifications.***

***Additionally, All documents submitted in response to this RFP will be considered public documents subject to Indiana statutes governing access to public records, Ind. Code § 5-14-3 et. seq.***

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## **5. SUBMISSION OF PROPOSALS**

***All proposals shall be delivered to the following by or before the Submission Deadline:***

Contact: Sean O’Grady (the “City Contact”)  
Address: One Municipal Drive, Fishers, Indiana 46038

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally, offerors shall submit one (1) electronic copy on CD, DVD or USB flash drive. The sealed package containing the proposal must have the following information written on the outside of the package:

SEALED PROPOSALS – DO NOT OPEN  
City of Fishers Department of Public Works  
c/o Sean O’Grady, Assistant Director of Public Works  
One Municipal Drive  
Fishers, IN 46038  
(Name of Offeror)  
(Name of Offeror’s Duly Appointed Representative)  
(Mailing Address of Offeror)  
(Telephone Number of Offeror)  
(E-Mail Address of Offeror)

## 6. SELECTION AND AWARD

*The City reserves the right to reject any and all proposals in its absolute discretion. All proposals are subject to the laws of the State of Indiana.*

In determining the proposal most advantageous to the City, proposals will be evaluated based on the factors included in this RFP and proscribed statutory criteria.

The City will review and determine the proposals that seem most advantageous to it. The City anticipates creating a short list of offerors who are determined to be reasonably susceptible of being selected for award ("Potential Awardees").

After determining the Potential Awardees, the City reserves the right to conduct interviews with Potential Awardees. After conducting interviews, the City anticipates selecting one (1) Potential Awardee for award of a contract (the "Award Recipient(s)).

Following selection of the Award Recipient(s), the City plans to enter into a professional services agreement (the "Contract") with the Award Recipient that will include the Specifications.

A Contract is not deemed final unless and until the City's Board of Public Works & Safety approves the Contract as required by law.

### Selection Schedule

Date	Action Item
10/14/2017	RFP published, distributed and available for pickup
10/21/2017	RFP published second time
10/23/2017	Site Inspection
10/30/2017	Last Day to submit questions regarding the RFP
11/6/2017	Last day for City to answer questions and distribute addenda, if any
<b>11/13/2017</b>	<b>RFP Submission Deadline</b>
11/20/2017	City Determines Potential Awardees
11/28/2017	Interviews
11/30/2017	Award Notification

## 7. COMMUNICATIONS & CONTACT INFORMATION

All communication is strictly limited to written questions submitted to the City Contact. Communication may be submitted by email or mail prior to the deadline for submitting questions. Questions received by the deadline and deemed appropriate for response by the City, in its sole discretion, will be answered by posting the questions and answers on the City's website. Offerors shall be responsible for checking the City website. The City may rephrase questions as it deems

appropriate and may consolidate similar questions. Responses, when posted, will constitute addenda to this RFP.

**City Contact Information for Questions:**

City Contact Name: Sean O'Grady, Assistant Director of Public Works  
Mailing Address: One Municipal Drive, Fishers, Indiana 46038  
Email: ogradys@fishers.in.us

***Failure to abide by this section may result in disqualification from the RFP process.***

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**8. ADDENDA, MODIFICATIONS & WITHDRAWAL**

The City reserves the right to issue written addenda to this RFP (each, an "Addendum" or collectively, "Addenda") at any time before the RFP Submission Deadline and will post any Addenda on the City's website. The Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFP. All proposals shall be prepared with full consideration of the Addenda issued prior to the RFP Submission Deadline. Each offeror is solely responsible to ensure that it has received all Addenda issued by the City and should routinely monitor the City website.

Proposals may be modified or withdrawn in writing to the City Contact, if such modification or withdrawal is received prior to the RFP Submission Deadline. Any modification to a proposal received by the City after the RFP Submission Deadline will not be considered by the City. The offeror may also withdraw its RFP in person at any time before the Submission Deadline.

**9. POTENTIAL MINIMUM CONTRACT TERMS**

The terms of the Contract with the Award Recipient will, among other items negotiated by the parties, include the following minimum terms:

- 1) the Specifications;
- 2) Insurance requirements;
- 3) Indemnification by Contractor;
- 4) Confidentiality for City Information
- 5) Termination for Default;
- 6) Performance Bond (per. Specifications);
- 6) Compliance with Federal, State and local law and ordinances
- 4) Non-discrimination;

**Commented [JM1]:** What do you think about this requirement. It may be overkill.



- 9) Drug-free workplace; and
- 10) E-Verify requirements.

The City specifically advises offerors that the above list is a partial list, and the City reserves the right to negotiate a Contract most advantageous to the City.

## **10. GENERAL INFORMATION**

The City may negotiate different terms and conditions with any offeror after opening the proposals.

Material, documents and information submitted in response to this RFP shall be prepared at the sole cost and expense of offerors and when submitted in response to this RFP shall become the property of the City.

*Applicants are advised that all documents submitted in response to this RFP will be considered public documents subject to Indiana statutes governing access to public records, Ind. Code § 5-14-3 et. seq., after negotiations with the Award Recipient(s) conclude. During consideration of proposals and negotiations, the City will avoid disclosure of proposal contents to competing offerors. After award of a Contract, contents of the may be viewed and copied by any member of the public.*

*If offeror is determined to be a Potential Awardee, the City may additionally request access to the following types of information:*

1. Statement of changes in cash flow;
2. Material changes in financial condition;
3. Details of any bankruptcy, insolvency, company creditor arrangements or other insolvency litigation or threatened litigation in the last three (3) years;
4. Downgrade in credit rating;
5. Credit ratings; and
12. Surety/financial institution letter

*The information listed above shall not be included with proposals, and access to it shall only be provided upon request.*

**A. Reservation of Rights.** This RFP does not commit the City to accept a proposal, award a contract for the Services or reimburse or pay costs incurred in the preparation of a proposal. The City will evaluate proposals based on responsiveness to this RFP and whether the proposal is advantageous to and in the best interest of the City. Although financial information is important, other factors like past performance, experience and effective communication skills will be considered when the City determines the Award Recipient.

**B. Discussions.** The City specifically reserve the right to (1) conduct written discussions with Potential Awardees; (2) reject any or all proposals or part thereof; or (3) waive any defects or

informalities in a proposal when it is in the best interest of the City. Notwithstanding the foregoing, offerors shall not contact the City except as provided in **Section 7**.

**C. Inconsistency of Error in the RFP.** Any applicant believing that there is any ambiguity, inconsistency, or error in the RFP shall promptly notify the City Contact using the procedure set forth in to **Section 7**. Failure to so notify the City Contact by the deadline for asking questions shall constitute a waiver of any and all claims of ambiguity, inconsistency or error.

**D. Addenda.** The City shall not be responsible for and specifically disclaims any oral instructions given by any employee, independent contractor or person purporting to act on behalf of the City with respect to this RFP. Any changes to this RFP will be provided in the form of Addenda furnished to all offerors listed with the City as having received the RFP or to any other applicant who requests Addenda.

**E. Applicant Incurred Costs.** Applicants shall be responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and may not be returned after the Submission Deadline.

**F. Rejection of Proposals.** The City reserves the right to reject any or all proposals received, or any part thereof; to accept any response or any part thereof (including specific Services); or to waive any informality when it is deemed to be most advantageous to the City.

**G. Transmittal Letter.** Proposals must include one (1) fully-executed Transmittal Letter, in accordance with the form of Transmittal Letter set out in **Exhibit H**, attached hereto and incorporated herein, from each offeror acknowledging that the offeror has fully reviewed and understands and agrees to be bound by the terms and requirements of this RFP. The Transmittal Letter must be executed by a duly authorized representative of each offeror.

**H. Non-Collusion Affidavit.** Each offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with its proposal by executing and returning with its proposal the Non-Collusion Affidavit provided in **Exhibit I** attached hereto and incorporated herein.

**I. No Default, Breach.** The proposal must include an affidavit, as provided in **Exhibit J**, attached hereto and incorporated herein, of the offeror's authorized representative affirming that the offeror and/or its affiliates are not: (a) involved in any current or pending litigation or legal disputes with any governmental entity; (b) in arrears to any governmental entity of any debt or contract; (c) a defaulter as surety or other obligation upon any governmental entity; (d) in failure to perform faithfully in any previous contract with a governmental entity in the preceding five (5) years; and (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding. In the event offeror cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the City with sufficient detail surrounding the event or proceedings.

**J. No Bankruptcy.** The proposal must include an affidavit, as provided in **Exhibit K**,

attached hereto and incorporated herein, of the offeror's authorized representative affirming that the offeror and/or its affiliates are currently solvent and have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.

## EXHIBIT A – CITY FACILITIES

Appendix A 6.1.6 Fee Proposals  
 Fee Proposal for Department of Public Works Janitorial Services  
 Cleanable Square Footage

City of Fishers Provides Daily Product & Supplies					
Facility Name	Facility Address	Cleanable Sq Ft	Monthly Cost	Annual Cost	Contract Cost
City Hall	1 Municipal Drive	3,210			
DPW Main Garage	10200 Ellen Road	9,584			
Police Department	4 Municipal Drive	6,796			
Amphitheater	6 Municipal Drive	281			
Ellen Road Fields	10198 Ellen Road	201			
Ambassador House	10595 Ellen Road	318			
Heritage Park	10595 Ellen Road	404			
Billerica Park Sports Facility	12690 Promise Road	188			
Billerica Ball Park	12690 Promise Road	417			
Brooks School Park	11780 Brooks School Road	47			
Cumberland Park	10580 Cumberland Road	186			
Cyntheanne Park	12383 Cyntheanne Road	28			
Fork Creek Park	16141 E. 101st Street	56			
Harrison Thompson Park	13573 Corner Knoll Parkway	303			
Roy Holland Park	1 Park Drive	366			
Mudsock Fields	12160 Packers Avenue	25			
Olivia Fields	14181 E. 126th Street	70			
Parks and Recreation Office	11565 Brooks School Road	113			
Ritchey Woods	10410 Hague Road	56			
Saxony Hall	13362 Pennington Road	366			
Switch	9 Municipal Drive	287			
Waste Water Treatment Plant	10210 Ellen Road	707			
TOTALS		5,409			

Contractor Provides Daily Product & Supplies					
Facility Name	Facility Address	Cleanable Sq Ft	Monthly Cost	Annual Cost	Contract Cost
City Hall	1 Municipal Drive	3,210			
DPW Main Garage	10200 Ellen Road	9,584			
Police Department	4 Municipal Drive	6,796			

## EXHIBIT A – CITY FACILITIES (CONTINUED)

Appendix A 6.1.6 Fee Proposals  
 Fee Proposal for Department of Public Works Janitorial Services  
 Cleanable Square Footage

City of Fishers Provides Daily Product & Supplies					
Facility Name	Facility Address	Cleanable Sq Ft	Monthly Cost	Annual Cost	Contract Cost
Amphitheater	6 Municipal Drive	281			
Eller Road Fields	10198 Eller Road	31			
Ambassador House	10595 Eller Road	318			
Heritage Park	10595 Eller Road	404			
Billericay Park Sports Facility	12690 Promise Road	188			
Billericay Ball Park	12690 Promise Road	417			
Brooks School Park	11780 Brooks School Road	47			
Cumberland Park	10380 Cumberland Road	186			
Cyntheanne Park	12383 Cyntheanne Road	28			
Flat Fork Creek Park	16141 E. 101st Street	56			
Harrison Thompson Park	13573 Conner Knoll Parkway	303			
Roy Holland Park	1 Park Drive	366			
Mudock Fields	12160 Packers Avenue	25			
Ohio Fields	14181 E. 126th Street	70			
Parks and Recreation Office	11565 Brooks School Road	813			
Ritchey Woods	10410 Hague Road	56			
Saxony Hall	13362 Pennington Road	366			
Switch	9 Municipal Drive	287			
Waste Water Treatment Plant	10210 Eller Road	950			
TOTALS		6,652			

**EXHIBIT B – FIRE FACILITIES**

Appendix B.1.6 Fee Proposals

**Fee Proposal for Fire Department Janitorial Services**  
**Cleanable Square Footage**

Facility Name	Facility Address	Cleanable Sq Ft	Annual Deep Clean Cost	Month	Contract Cost
Fire Station 01	2 Municipal Drive	8,029		April	
Fire Station 02	11595 Brooks School Road	8,452		April	
Fire Station 03	10501 Allisonville Road	8,865		April	
Fire Station 04	10701 Cumberland Road	8,330		April	
Fire Station 05	10870 E. 31st Street	8,896		April	
Fire Station 06	15263 E. 34th Street	9,087		April	
<b>TOTALS</b>		<b>1,659</b>			

EXHIBIT C – TILE SERVICES

Appendix A 6.1.6 Fee Proposals

Fee Proposal for All Locations Janitorial Services  
Tile Square Footage

Facility Name	Facility Address	Tile Sq Ft	Frequency	Cost Per Cleaning	Annual Cost	Contract Cost
City Hall	11 Municipal Drive	6,483	2X Per Year			
Police Department	41 Municipal Drive	8,242	2X Per Year			
DPW Main Garage	10200 Eller Road	1,130	2X Per Year			
Ambassador House	10595 Eller Road	1,007	2X Per Year			
Billerica Sports Building	12690 Promise Road	1,225	2X Per Year			
Parks and Rec Office	11565 Brooks School Road	1,802	2X Per Year			
Holland Park	12 Park Drive	9,600	2X Per Year			
Waste Water Treatment Plant	10210 Eller Road	1,468	2X Per Year			
Totals		34,247				

## EXHIBIT D – CARPET SERVICES

Appendix A 6.1.6 Fee Proposals

### Fee Proposal for All Locations Janitorial Services Carpeted Square Footage

Facility Name	Facility Address	Carpeted Sq Ft	Frequency	Cost Per Cleaning	Annual Cost	Contract Cost
City Hall	11 Municipal Drive	85,727	2X Per Year			
Police Department	48 Municipal Drive	13,672	2X Per Year			
DPW Main Garage	10200 Eiler Road	834	2X Per Year			
Ambassador House	10595 Eiler Road	875	2X Per Year			
Billerica Sports Building	12690 Promise Road	8,691	2X Per Year			
Saxony Hall	13362 Pennington Road	850	2X Per Year			
Switch	98 Municipal Drive	895	2X Per Year			
Parks and Rec Office	11595 Brooks School Road	8,732	2X Per Year			
Waste Water Treatment Plant	10210 Eiler Road	8,482				
<b>Totals</b>		<b>136,158</b>				

Facility Name	Facility Address	Carpeted Sq Ft	Frequency	Cost Per Cleaning	Annual Cost	Contract Cost
Fire Station #1	28 Municipal Drive	8,758	1X Per Year			
Fire Station #2	11595 Brooks School Road	8,475	1X Per Year			
Fire Station #3	10501 Wilsonville Road	8,730	1X Per Year			
Fire Station #4	10701 Cumberland Road	8,210	1X Per Year			
Fire Station #5	10870 E 31st Street	8,770	1X Per Year			
Fire Station #6	15263 E 104th Street	8,810	1X Per Year			
<b>Totals</b>		<b>54,753</b>				



## EXHIBIT E – WINDOW SERVICES

Appendix A 6.1.6 Fee Proposals  
~~Fee Proposal for Select Locations Special Services~~  
~~Window Washing~~

Facility Name	Facility Address	Frequency	Per Quarter Cost	Annual Cost	Contract Cost
City Hall	1 Municipal Drive	Quarterly			
Fire Station #1	2 Municipal Drive	Quarterly			
Holland Park	1 Park Drive	Quarterly			
Police Department	4 Municipal Drive	Quarterly			
Saxony Hall	13362 Pennington Road	Quarterly			
Billerica Sports Facility	12600 Promise Road	Quarterly			
Amphitheater	6 Municipal Drive	Quarterly			
<b>Totals</b>					

**EXHIBIT F – SPECIFICATIONS**  
**[SEE ATTACHED OR INSERT LINK TO SPECIFICATIONS]**

**EXHIBIT G – UNIT PRICING GUIDE**

Appendix A 6.1.6 Fee Proposals

**Janitorial Services  
Pricing Guide**

Service	Unit	Unit Cost
Cleanable Sq Ft	Per Sq Ft Contractor provides daily supplies	
Cleanable Sq Ft	Per Sq Ft COF provides daily supplies	
Carpeted Sq Ft	Per Sq Ft	
Tile Re-waxing Sq Ft	Per Sq Ft	
Day Porters	Per Hr	
Power Washing	Per Hr	

## EXHIBIT H - TRANSMITTAL LETTER

Offeror: \_\_\_\_\_

City of Fishers

Sean O'Grady, Assistant Director of Public Works

One Municipal Drive

Fishers, IN 46038

The undersigned ("Offeror") submits this proposal in response to the Request for Proposals For Comprehensive Janitorial Services ("RFP") issued by the City of Fishers ("City"). Offeror represents and warrants that it has read the RFP and any addenda and agrees to abide by the contents and terms of the RFP.

Offeror understands that the City is not bound to negotiate with any Offeror and may reject each response that it receives. Offeror further understands that all costs and expenses incurred by it in preparing this proposal will be borne solely by Offeror. Offeror understands that any documents, work product, or proprietary information submitted to the City in response to this RFP or throughout the RFP process shall become the sole and exclusive property of the City.

Offeror acknowledges and agrees that the City reserves, at all times in connection with this RFP, all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFP in whole or part at any time prior to the execution of a contract, (2) issue a subsequent RFP after the withdrawal of this RFP for the contract, (3) reject any and all proposals, (4) terminate, suspend, or elect not to proceed in negotiations with offeror(s) at any time, (5) select some Services while determining to forego other Services; and (6) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in a proposal. Offeror acknowledges and agrees that the issuance of this RFP does not commit the City to enter into a contract or proceed with the RFP process.

Offeror acknowledges and agrees that this RFP and all aspects of the process described therein shall be governed by and construed according to the laws of the State of Indiana.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

### EXHIBIT I - NON-COLLUSION AFFIDAVIT

The undersigned authorized representative of offeror, being duly sworn on oath, states and affirms that neither offeror nor any other member, representative or agent of the offeror has entered into any combination, collusion or agreement with any person or entity relative to the price or other factors offered or in response to the RFP or in any way acted to prevent any other offeror from responding or otherwise submitting a proposal to the RFP. Offeror's proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

Further, no member of the City or City Council, or other officers of the City, or any person in the employ of the City is interested in the proposal, or the work to which it relates.

### OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of November, 2017

\_\_\_\_\_  
(Offeror)

\_\_\_\_\_  
(Offeror's Authorized Representative)

\_\_\_\_\_  
(Signature)

### ACKNOWLEDGEMENT

STATE OF INDIANA                    )  
COUNTY OF \_\_\_\_\_        )

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Collusion Affidavit are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of November, 2017.

\_\_\_\_\_  
Notary Public Signature

#### **EXHIBIT J - NO DEFAULT OR BREACH**

The proposal must include an affidavit of the offeror affirming that the offeror and its affiliates are not: (a) involved in any current or pending litigation or legal disputes with any federal, state, or local governmental entity; (b) in arrears to any federal, state, or local governmental entity of any debt or contract; (c) a defaulter as surety or other obligation upon any federal, state, or local governmental entity or (d) in failure to perform faithfully in any previous contract with a federal, state, or local governmental entity in the preceding five (5) years.

#### **EXHIBIT K - NO BANKRUPTCY**

The proposal must include a signed affidavit from the offeror, affirming that the offeror, and if a limited liability company, all members of the offeror are currently solvent and have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.