

REQUEST FOR PROPOSALS

For

Carpet and Upholstery Cleaning



CITY OF SAN RAMON
PUBLIC WORKS DEPARTMENT
PUBLIC SERVICES Division

Issued: October 21, 2020

Proposal Deadline: November 12, 2020 at 2:00 pm

to

City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583

Attn: Christina Franco, City Clerk

**CITY OF SAN RAMON
REQUEST FOR PROPOSALS**

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CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Carpet and Upholstery Cleaning Services.

1. ABOUT THE CITY

The City is a charter city located in Contra Costa County, with an estimated population of 79,000. Additional information about the City is available online at <http://www.sanramon.ca.gov/rfp>.

2. THE SERVICES

A. Summary. The City requires annual Carpet and Upholstery Cleaning (“**Services**”) for the maintenance and cleaning of carpet and upholstery in various City facilities. *The intent of this RFP is to award a multi-year (5-year) maintenance agreement for the provision of these services.*

B. Form of Agreement. A copy of the City’s standard Maintenance Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to: Jennifer Pachan, Senior Administrative Analyst at jepachan@sanramon.ca.gov by 5:00 p.m., November 5, 2020 (the “**Request for Information Deadline**”). Responses to all inquiries will be posted by 5:00 p.m. on November 9, 2020 on the City’s RFP page: <http://www.sanramon.ca.gov/rfp>. Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A pre-submittal meeting and job walk will be held on **Thursday, October 29, 2020, from 9:00 a.m. – 11:00 a.m.**, beginning at the San Ramon Service Center located at: **5000 Crow Canyon Rd., San Ramon 94582** to acquaint all prospective Respondents with the Contract Documents and then proceed to Dougherty Station Community Center, which represents the oldest carpet in a large facility. *The tour is intended to allow bidders to view a sample site, considered a portion of the larger scope of the City is requesting proposals/pricing for.* This pre-submittal meeting is **mandatory**. A Respondent who fails to attend a mandatory pre-submittal meeting will be disqualified from submitting their proposal.

Due to the Contra Costa County Order in regards to the COVID-19 pandemic, all participants are required to properly wear face masks and social distance 6 feet apart. A number of limited size groups will be scheduled throughout the day on October 29, 2020. In order to attend, Respondents are required to email an electronic Notice of Intent to attend the Pre-Submittal Meeting and Job Walk by the end of the business day on October 27, 2020 by 5:00 p.m. to Jennifer Pachan, jepachan@sanramon.ca.gov.

Each Respondent is limited to two (2) representatives and are required to submit the names of the attendees in the Notice of Intent to Attend the Pre-Submittal meeting and Job Walk. A scheduled time slot will be returned electronically to each Respondent by 12:00 p.m. (noon) on Wednesday, October 28, 2020. Arrive no sooner than ten (10) minutes prior to your scheduled time, at the front entrance to the San Ramon Community Center, and await to be escorted. Please note that no specific job-related questions will be answered during the bidder's conference or job walk and must be separately submitted electronically, as outlined above.

C. Submittal Instructions. Proposals must be **received** by the City by or before November 9, 2020 at 2:00 p.m. ("**Proposal Deadline**"). Respondent must submit 1 original and 1 identical copy of the Proposal in a sealed envelope labeled with Respondent's name and return address, marked "Proposal for Carpet and Upholstery Cleaning", and addressed as follows:

City of San Ramon
Attn: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded. E-mailed and/or faxed submittals will not be accepted.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	October 21, 2020
Pre-Submittal Meeting	October 29, 2020 at 9:00 a.m.-11:00 a.m.
Request for Information (RFI) Deadline	November 5, 2020 at 5:00 p.m.
Responses to RFI posted to City website	November 9, 2020 at 5:00 p.m.
Proposal Deadline	November 12, 2020 at 2:00 p.m.
Interviews (if requested by City)	Week of November 16 th
Notice of Selection	November 20, 2020
Council Approval and Award	December 8, 2020
Commence Services	January 1, 2021

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City's website at www.sanramon.ca.gov. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. Proposals should not exceed 25 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP;

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

Addendum: Date Received:

01 _____

02 _____

; and

(6) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 18 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide the total/extended annual price for each site, as well as unit pricing as outlined in the Bid Price Schedule, that are fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees,

etc. Attach a copy of any additional billing rates that would apply to any authorized additional Services.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points
- Responsiveness 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the RFP Page of the City's website at <http://www.sanramon.ca.gov/rfp> and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk, at cityclerk@sanramon.ca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their

determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. LABOR COMPLIANCE-PREVAILING WAGE REQUIREMENTS

A. General. The Agreement is subject to the prevailing wage requirements applicable to the locality in which the Services are to be provided for each craft, classification or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

B. Rates. The prevailing rates are on file with the City's principal office and available online at <http://www.dir.ca.gov/DLSR>. The Proposer and any subcontractor must pay no less than the specified rates to all workers employed to provide Services under the Agreement. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

C. Compliance. The Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code Section 1771.4.

D. DIR Registration Required. Only Proposers that are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5 are eligible to submit a Proposal for or to enter into the Agreement. The City may not accept a Proposal from or enter into the Agreement with a Proposer without reliable evidence that the Proposer is registered with the DIR. Subcontractors performing any of the Services will also be subject to DIR registration requirements.

8. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

- Attachment A – Form of Agreement
- Attachment B – Scope of Services
- Attachment C – Specifications
- Attachment D – Proposal Price Schedule
- Attachment E – Guarantee Form

Attachment A – Form of Agreement

MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SAN RAMON AND **CONTRACTOR** FOR CARPET AND UPHOLSTERY CLEANING SERVICES

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and **(Contractor)**, (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY desires to secure professional Carpet and Upholstery Cleaning Services (“Services”) and CONTRACTOR is qualified and willing to provide such professional assistance; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for **DESCRIBE SERVICE** by adopting Resolution No. 20**XX-XX** on December 8, 2020.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Contract.** In response to the Request for Proposals, Contractor has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work. On December 8, 2020, City authorized award of this Contract to Contractor for the amount set forth in Section 6, below.
2. **Contract Documents.** The RFP Documents incorporated into this Contract include and are comprised of all of the documents listed below.
 - 2 The Services
 - 3 Request for Proposal Procedures
 - 4 Proposal Requirements
 - 5 Evaluation
 - 6 Selection and Award
 - 7 Miscellaneous
3. **Scope of Service.** The scope of service covered by this Agreement including mandatory time frames for performance, deadlines for providing deliverables to CITY, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein by reference.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the Services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified therein.

5. **Time of Performance.** CONTRACTOR'S performance shall be completed by December 31, 2025, for a total Agreement length not to exceed five (5) years. CONTRACTOR may commence work as of the date authorized by CITY'S Project Manager which date may be prior to execution of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in Exhibit A.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

7. **Labor Code Compliance.**
 - a. General. The Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. CONTRACTOR must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

 - b. Prevailing Wages. Each worker performing Services under this Agreement that is covered under Labor Code Section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor

Code. The prevailing wage rates are on file with the CITY'S principal office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code Section 1775, CONTRACTOR and any subcontractor will forfeit to CITY as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

- c. Working Day. Pursuant to Labor Code Section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code Section 1813, CONTRACTOR will forfeit to CITY as a penalty the sum of \$25 for each day during which a worker employed by CONTRACTOR or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code Section 1815. All Services must be carried out during regular CITY working days and hours unless otherwise specified in the Scope of Services-Exhibit A or authorized in writing by CITY.
- d. Payroll Records. CONTRACTOR and its subcontractors must maintain certified payroll records in compliance with Labor Code Sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, CONTRACTOR and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code Sections 1771, 1811, and 1815. Unless the Agreement is under \$15,000, CONTRACTOR must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- e. Apprentices. If the Agreement is for \$30,000 or more, CONTRACTOR must comply with the apprenticeship requirements in Labor Code Section 1777.5.
- f. DIR Monitoring, Enforcement, and Registration. This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Section 1725.5 of the Labor Code, and CONTRACTOR and any subcontractor must be registered with the DIR to perform public works projects.

8. Designated Representatives.

- a. CITY designates Program Manager, Sandy Martin, or her designee as its representative in all matters under this Agreement.
- b. CONTRACTOR designates **Contact Title, Contact Name** as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.

9. Cooperation of the City. CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR's work under this Agreement.

10. Independent Contractor. CONTRACTOR is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.

11. Out of State Business. If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

12. Proprietary or Confidential Information. CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

13. Work Product. The work product of CONTRACTOR in performing this Agreement shall become the property of CITY. However, copies of such work product shall be provided to CITY not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.

14. Financial Records of Contractor. CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.

15. Conflict of Interest. CONTRACTOR shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.

16. Nondiscrimination. CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

17. Indemnification. CONTRACTOR agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONTRACTOR.

CONTRACTOR shall hold CITY harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors, or agents, either against CONTRACTOR or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

18. Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR'S bid.

A. Required Insurance. CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars (\$2,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.

- iii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONTRACTOR is a sole proprietor and does not and will not have employees during the term of this Agreement.

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;

- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to CITY.
- viii. Certificate Holder. The certificate holder shall include CITY and sent to the address as indicated in Section 21 (Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONTRACTOR maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

19. Termination on Notice. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days' written notice to CONTRACTOR. In the event of termination without cause, CITY shall pay all outstanding charges for services performed and approved by CITY as of the date of termination. Termination shall not extinguish any outstanding performance

obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

20. Suspension of Performance. For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

21. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

To CITY:

City of San Ramon

Attn: City Clerk

7000 Bollinger Canyon Road
San Ramon, CA 94583

To CONTRACTOR:

Contractor

Attn: Contact Name

Contact Title

Address

Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

22. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

23. Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

24. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by

CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

Signatures intentionally omitted

Attachment B
SCOPE OF WORK

CARPET & UPHOLSTERY CLEANING SERVICES

Background:

The City of San Ramon Facilities Division currently provides preventative and restorative maintenance for all City-owned and maintained facilities.

Proposal submittals should include methodology for the provision of the services listed below, as well as any other pertinent information regarding equipment to be used, technician qualifications, etc., and should conform to at least the minimum qualifications listed in this document.

SCOPE OF WORK

<u>Work Site</u>	<u>Frequency</u>
San Ramon Senior Center - 9300 Alcosta Blvd.: Carpet Tiles	
Rotunda Seating Area – 520 square ft.	Quarterly
South Seating Area – 506 square ft.	Quarterly
Corridors – 1,484 square ft.	Quarterly
Offices – 1,549 square ft..	Annually
San Ramon Community Center - 12501 Alcosta Blvd.: Broadloom Carpet	
Fountain Room and Adjacent Lounge – 5,500 square ft.	Monthly
First Floor Corridors – 499 square ft.	Monthly
Terrace Room and Piano Gallery – 3,265 square ft.	Quarterly
Alcosta Room & Area adjacent to Kitchen – 882 square ft.	Quarterly
First Floor Meeting Rooms – 450 square ft.	2 times per year
Second Floor Corridor and Stairs – 930 square ft.	2 times per year
Elevator – 30 square ft.	2 times per year
Offices and Supply Room – 456 square ft..	Annually
San Ramon Library - 100 Montgomery Place: Broadloom Carpet	
All Areas 14,357 square ft.	
First Floor Open Areas – 5,860 square ft.	Monthly
Front Staircase & Landing – 100 square ft.	Monthly
Second Floor Meeting Room – 1,326 square ft.	Monthly
Elevator - 30 square ft.	Quarterly
First Floor Children's Collection/Early Readers – 3,311 square ft.	Quarterly
First Floor Glass Office 198 square ft.	Quarterly
First Floor Friends Storage – 336 square ft.	Quarterly

First Floor Staff Work Area – 616 square ft.	Quarterly
Second Floor Listening Rooms – 144 square ft.	Quarterly
Second Floor Teen Area/Customer Service/Public Technology – 1,574 square ft.	Quarterly
Second Floor Study Room – 144 square ft.	Annually
First Floor Book Drop Room – 270 square ft.	Annually
First Floor Librarian's Office – 88 square ft.	Annually
First Floor Librarian's Work Room – 630 square ft.	Annually

San Ramon Aquatic Park - 9900 Broadmoor Dr.: Broadloom Carpet

All Areas – 1,490 square ft.	1 time per year
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City Offices – 7000 Bollinger Canyon Rd. – Carpet Tiles

Common Area Corridors & Council Chambers (1st and 2nd Floors) - 13,800 sq. ft.	Monthly
Elevator Cab	Monthly
Steps	Monthly
Conference and Training Rooms (1st and 2nd Floors) 3,800 square ft.	Semi-Annual
Carpet in Offices (1st and 2nd Floors) - 6,000 square ft.	Annually

2401 Crow Canyon Rd. (Police/Permit Center): Powerbond Carpet

Approximately 39,410 square ft. of carpet.	
North Wing – Hallways/Collaborative Spaces – 2,251 square ft.	Monthly
South Wing - Hallways/Collaborative Spaces - 3,100 square ft.	Monthly
Elevator (x2)	Monthly
North Wing – Offices – 8,910 square ft.	Annually
South Wings – Offices – 5,977 square ft.	Annually

San Ramon Service Center - 5000 Crow Canyon Rd.: Powerbond Carpet

Lobby – 473 square ft. 3 times per year
Offices & Conference Room – 1,245 square ft. Annually

Forest Home Farms - 19953 San Ramon Valley Blvd.: Broadloom Carpet

Office Area & Meeting Room – 401 square ft. 1 time per year

Dougherty Station Community Center - 17011 Bollinger Canyon Rd. – Broadloom Carpet

First Floor Corridors – 425 square ft. Monthly
Second Floor Corridors – 1,000 square ft. Monthly
Pre-School Room – 670 square ft. Monthly
Theater – 1,496 square ft. Quarterly
Police Department Lobby – 280 square ft. 3 times per year
Registration Area – 360 square ft. Quarterly
First & Second Floor Offices – 2,539 square ft. Annually
First & Second Floor Conference Rooms – 766 square ft. Annually
Second Floor Break Room – 340 square ft. Annually
Second Floor Work Room – 390 square ft. Annually

Dougherty Valley Library - 17017 Bollinger Canyon Rd.: Broadloom Carpet

Program Area – 400 square ft. Quarterly
Workroom – 936 square ft. Annually
Offices – 264 square ft. Annually

Dougherty Valley Performing Arts Center: Broadloom Carpet

Office - 1 time per year

Dougherty Valley Library - 17017 Bollinger Canyon Rd.: Carpet Tiles

Children's Library & Adult Non-Fiction – 3,579 square ft.	Quarterly
Reference, Teen, & Periodicals – 1,949 square ft.	Quarterly
Study Areas – 272 square ft.	Annually
Computer Lab – 400 square ft.	Annually
Data Room – 99 square ft.	Annually
Elevator – 30 square ft.	Annually

Dougherty Valley Service Center - 2011 Ranch Park: Broadloom Carpet

Office Area – 990 square ft.	2 times per year
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***Please provide unit rate on price per square foot for additional carpet cleaning**

All Facilities - Upholstery Cleaning

Desk Chairs	As Needed
Side/Guest Chair	As Needed
Small Sofa	As Needed
Large Sofa	As Needed
Lobby Chairs	As Needed

***Please include unit rate on price per cleaning per chair type**

All Facilities - Upholstery Cleaning

Conference Room Chairs	As Needed
Stackable Chairs	As Needed

***Please include unit rate on price per cleaning per chair type**

Miscellaneous Furniture at Community Centers, Senior Center & Service Center - please provide unit rate/price per cleaning/per item

Large Conference Room Chairs/Overstuffed Chairs	As Needed
Theater Seat	As Needed
15' Bench	As Needed
12' Bench	As Needed
Small Club Chair	As Needed
Large Club Chair	As Needed
Dining Room Style Chair	As Needed
Two Seat Benches	As Needed

***Please include unit rate on price per cleaning per equipment type**

Attachment C
SPECIFICATIONS

City of San Ramon Facilities utilize two different types of carpet. The two different types of carpet are Collins and Aikman Powerbond (C&A) and standard Broadloom carpet and carpet tiles. All carpet cleaning methods, equipment, and cleaning solutions shall conform to the carpet manufacturer's recommendations.

A. Cleaning Specifications for Powerbond Carpet:

1. Pile lift all heavily soiled areas.
2. Thoroughly vacuum the entire area to be cleaned.
3. Pre-spray the area to be cleaned with a C&A approved pre-spray solution.
4. Use mechanical agitation where heavily soiled.
5. Allow the solution to remain undisturbed for 5 to 10 minutes.
6. Extract the area thoroughly using clean water without detergent. Extractor must be truck mounted.
7. Repeat until recovery water is relatively clean.
8. Extract enough moisture to assure that the carpet is dry by the start of the next business day.
9. Place air movers on the area cleaned as needed to expedite the drying process.

Note: Never use detergent in the extraction machine.

B. Specifications for Broadloom Carpet and carpet tiles:

1. Pile lift all heavily soiled areas.
2. Thoroughly vacuum the entire area.
3. Pre-spray the heavily soiled areas.
4. Allow the solution to remain undisturbed for 5 to 10 minutes.
5. Shampoo and extract using truck mounted equipment.
6. Extract enough moisture to assure that the carpet is dry by the start of the next business day.
7. Place air movers on the area cleaned as needed to expedite the drying process.
8. All cleaning products for Broadloom carpet and carpet tiles shall be biodegradable, self-neutralizing, low residue meet all VOC requirements and must be nontoxic.

Certification & Qualification Requirements

CONTRACTOR should submit documentation and copies of certifications as proof of compliance with the following qualifications with bid submittal:

1. CONTRACTOR **shall** be an IIRCR (Institute of Inspection Cleaning and Restoration) certified firm or should have an IIRCR Inspector associated with the company.

2. CONTRACTOR **shall** have a CRI (Carpet and Rug Institute) Seal of Approval.
3. CONTRACTOR shall submit supporting documentation for any other certifications and/or associations including but not limited to: Low Moisture Carpet Cleaning Association; Carpet and Fabricare Institute; and/or Carpet and Repair and Reinstallation Certification.
4. CONTRACTOR shall have crews who specialize in commercial cleaning who will be assigned to this account.

Parts, Supplies, & Equipment

CONTRACTOR shall provide all labor, parts, equipment, supplies, and transportation to perform the work as specified.

Scheduling

The CONTRACTOR shall conduct the work required in such a manner as to cause the least amount possible of interference to the public and the general operation of the City. The City has determined that the work should be performed outside of regular business hours. Carpet and Upholstery Cleaning is to occur on the second Thursday of the month with the exception of the Alcosta Senior and Community Center and City Hall which will be completed the second Friday and Saturday. On occasion, the City may determine that the work should be conducted on a different schedule. In these instances, the City shall provide ample notice, when possible, to CONTRACTOR.

Safety

Safe work practices shall be enforced at all times. Protective gear and appropriate clothing shall be worn and utilized at all times and shall comply with all local, State and Federal safety regulations.

All services and equipment must comply with the California State Division of Industrial Safety Orders and O.S.H.A. requirements. CONTRACTOR shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations. All machinery shall arrive at the work site in good, safe working condition.

All CONTRACTOR'S equipment shall be maintained according to the manufacture's specifications. CONTRACTOR'S equipment, which has defective or missing safety devices, shall not be used at any time. CONTRACTOR'S equipment shall not be used in unsafe environmental conditions. The exact number of people required by the manufacturer specifications shall operate all CONTRACTOR'S equipment. Generally accepted safety practices shall be used at all times.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract price and no additional compensation shall be allowed therefore.

Personnel

All Technicians must be properly trained and be qualified to perform the work required under the terms of this agreement, and possess all required certifications and licenses, where applicable.

Compliance with Codes

All work performed under this Contract shall be completed in full compliance with all applicable codes and regulations.

Performance

The City of San Ramon shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractor assigned to the work by the Contractor. If the City of San Ramon reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City of San Ramon in a timely manner and at no additional cost to the City of San Ramon. The day-to-day supervision, personnel safety training and the control of the Contractor's employees and subcontractors are solely the responsibility of the Contractor.

Supervision

Work performed by any workers assigned to perform duties related to this agreement shall be directly employed and supervised on site by CONTRACTOR. CONTRACTOR shall perform all management necessary including; the technical supervision, compliance with safety regulations practices.

Wages

Pursuant to Section 1770, et seq., of the California Labor Code, the successful CONTRACTOR(S) shall not pay less than the prevailing rate of per diem wages wherever classification/craft is applicable and listed as determined by the Director of California Department of Industrial Relations (DIR). Respondent may obtain information regarding prevailing rate per diem by contacting the California Department of Industrial Relations. CITY reserves the right to request and require detailed salary and wage rates used for the preparation of CONTRACTOR'S proposal(s) at any point during the bid and/or contract process. For more information, please refer to section 7 of the Request for Proposals.

Fingerprinting

All CONTRACTOR's employees and agents performing, within and around any buildings owned or leased by the CITY, duties relating to the contract may be required to have

employees fingerprinted in a manner and form prescribed by the CITY'S Police Department.

Quality Assurance

CONTRACTOR may be required to respond to service issues via CITY'S online Customer Request Management (CRM) system in order to maintain service levels and for quality assurance purposes. Regular meetings may also be scheduled to evaluate the provision of services and contract progress.

Attachment D
PROPOSAL PRICE SCHEDULE

SEPARATE LINK PROVIDED FOR LIVE EXCEL SPREADSHEET
WWW.SANRAMON.CA.GOV/RFP

Attachment E

CARPET & UPHOLSTERY CLEANING SERVICES

GUARANTEE FORM

We, _____ (*Company Name or Individual*) hereby guarantee that all work performed for *Carpet & Upholstery Cleaning Services* will be guaranteed for a period of _____ (please specify) from the date of acceptance by the City of San Ramon. During the guarantee period, we agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship, without any expense whatsoever to the City.

Within fifteen (15) days after being notified in writing by the City of San Ramon of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event of our failure to so comply, we collectively and separately, do hereby authorize said City of San Ramon to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

Dated: _____

By: _____

Title: _____