

City of San Leandro
NOTICE
INVITATION FOR BIDS
Bid No. 01-02.041
Citywide Janitorial Services

Notice is hereby given that sealed bids will be received at the Purchasing Office for providing Janitorial Service to various City of San Leandro locations in accordance with the City of San Leandro plans, specifications and contract documents, until **3:00PM, Tuesday May 14, 2002**, at which time they will be publicly opened and read.

Bids shall be delivered and addressed to the City of San Leandro Purchasing Supervisor, 835 E. 14th Street, San Leandro, CA, 94577, and shall be labeled "Citywide Janitorial Services, Bid No. 01-02.041". Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received in the Purchasing Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, or by calling (510) 577-3376.

Pre-Bid Conference. A pre-bid conference will be held at **10:00am on Thursday, May 2, 2002, at 835 E. 14th Street, Finance Large Conference Room.**

Bid Security Bond. Each bid shall be accompanied by a certified check, cashier's check, money-order, or bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of CA, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options.

Said bond is payable without condition to the City of San Leandro as a guaranty that the Bidder, if awarded the contract, will promptly execute the contract in accordance with and in the manner and form required by these contract documents, will furnish the required performance bond, payment bond, and evidences of insurance, and enter into, execute, and deliver to the City the agreement on the form provided herewith, within ten (10) days after being notified in writing by the City that the award has been made and the agreement is ready for execution. The Bid Security shall be forfeited to the City of San Leandro as liquidated damages if Bidder fails or neglects to furnish, execute, and deliver the contract in accordance with the specifications.

Darryl R. Sweet
Purchasing Supervisor

Published: Daily Review

**SPECIFICATIONS FOR
CITYWIDE JANITORIAL SERVICES**

See attachments A through H
Square footage listing
Marina restroom location map
Insurance requirements

INSTRUCTIONS TO BIDDER

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Purchasing Office.

BID OPENING AND BID RESULTS. Bids are opened publicly in the Finance Large Conference room (or other designated City meeting room). Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is Tuesday, May 14, 2002.** Bids must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Purchasing Office, 835 E. 14th Street, San Leandro, CA, 94577, by Tuesday, May 14, 2002, 3:00p.m..** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Supervisor before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder withdraw their bid.

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

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern.

OFFERS OF MORE THAN ONE PRICE. No Alternate bids will be accepted for this project.

PAYMENT TERMS. City of San Leandro will pay at the end of the current month for the work performed in the previous month.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail to the Purchasing Supervisor at 835 E. 14th Street, San Leandro, CA, 94577, or by facsimile at (510) 577-3312. General questions may be directed to the Purchasing Office by calling (510) 577-3376. Specific questions concerning the work to be done, methods, scheduling, etc., will be addressed at the pre-bid conference.

TERMS OF THE OFFER. City's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

INSTRUCTIONS TO BIDDER – Continued

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

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

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

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled.

TERMS AND CONDITIONS

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.

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

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

FORMATION OF CONTRACT. Bidder's signed bid and City's written acceptance shall constitute a binding contract.

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

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the City enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The City reserves the right to reject any bids, all bids, or any part of a bid. The City reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City or any other governmental agency or special district. The City expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of San Leandro.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of CA, Division of Industrial Safety.

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

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

TAXES, FEDERAL EXCISE. The City is exempt from Federal Excise Tax.

TAXES, SALES. CA Sales Tax should be shown separately on the Bid Form, when and where indicated, if applicable.

WAIVER OF INFORMALITIES. The City reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR SERVICES

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

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

BONDS - BID SECURITY. Bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City, amounting to ten percent (**10%**) of the bid, or by a bond in said amount and payable to said City, signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption. Said check shall be forfeited, or said bond shall become payable in case the Bidder depositing same does not within **ten (10) consecutive calendar days** after written notice, execute this contract.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City property, the **SUCCESSFUL BIDDER** must have or obtain a current City Business License prior to award of purchase order. Inquires regarding Business License may be directed to Dinah Labrado at (510) 577-3392. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

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

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

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

CONTRACT INCORPORATION. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

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

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

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

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He or She shall satisfy him/herself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

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

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the attached requirements and naming the City of San Leandro, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS.

The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

LIQUIDATED DAMAGES. ****In the event that the contractor fails to adequately perform any assigned task the City will provide written notification of such event. At this point the contractor will have 24 hours to complete the task in an acceptable fashion. Failure to do so will result in a deduction to the monthly payment equal to the cost incurred by either City staff or a third party vendor to complete the contractor's assigned duty.

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

PERMITS. Unless otherwise specified herein, Contractor shall at his or her expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

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

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

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

VIEW JOB SITE

Non-Mandatory Job Walk. A non-mandatory job walk will be conducted by Public Works/Facilities/Building Maintenance, Tuesday, May 7 at 9:00a.m. Prospective Bidders shall meet in the Sister Cities Gallery in City Hall at 835 E. 14th Street, San Leandro, CA. For questions concerning the job walk, call (510) 577-3376. Bidders are not required to attend the walk-through, however, bidder's shall comply with the informed bidder instruction on page 3 of this package.

TERM OF CONTRACT. This contract shall run from July 1, 2002 through June 30, 2003. The City reserves the right to renew this contract, with written approval from contractor, for up to two (2) additional one-year periods, with corresponding price adjustment (OAK/SF/SJ CPI).

PAYMENT OF FEES: Employees on contractor's list of employees are all required to be fingerprinted by the City of San Leandro as part of Employee Clearance. Contractor is responsible for payment of fees related to fingerprinting. City rate is currently \$15 per person.

BID FORM
Citywide Janitorial Services To
01-02.041

To: City of San Leandro
835 E. 14th Street
San Leandro, CA, 94577

From: _____
Name of Bidder

Mailing Address

City, State & Zip

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

Bid No. **01-02.041 Citywide Janitorial Services**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Invitation For Bids
- b. Specifications and Scope of Work (Attachments A through G)
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Location Price Schedules (Bid Forms)
- g. Marina Map
- h. List of Square footage of City facilities
- i. Addenda (if any)
- j. Non-Collusion Affidavit
- k. Bid Security Bond form
- l. Bidder's Guaranty
- m. Bidder's Statement Regarding Insurance Coverage
- n. Worker's Compensation Insurance Certificate
- o. Bidder's Nondiscriminatory Employment Certificate
- p. Proposed Equipment and Material Manufacturers
- q. Experience Statement
- r. Subcontractors List
- s. Insurance requirements

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

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of San Leandro reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When

increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

**Citywide Janitorial Services
 Bid No. 01-02.041
 Location Price Schedule**

LOCATION	PRICE PER MONTH
City Hall	\$
Public Safety Building	
South Offices	
Mulford-Marina Branch Library	
South Branch Library	
Manor Branch Library	
Public Works Service Center -Administrative Offices/Restrooms -Garage Offiices	
Marina Community Center	
Washington Manor Rec. Bldg.	
Halcyon Park Rec. Center	
S.L. Boys and Girls Club	
Pistol Range (inside Public Safety Bldg.)	
Recycling pick-up for all locations (if not included in above)	
Monthly Total	\$

**Citywide Janitorial Services
Bid No. 01-02.041
Location Price Schedule**

LOCATION	PRICE PER MONTH
Marina Restrooms and Showers (Berthers and Public)	\$
Marina Offices	\$
Recycling pick-up (if not included in above)	\$
Monthly Total	\$

**Citywide Janitorial Services
Bid No. 01-02.041
Location Price Schedule**

LOCATION	PRICE PER MONTH
Water Pollution Control Plant (Offices and Restrooms)	\$
Recycling pick-up (if not included in above)	\$
Monthly Total	\$

Citywide Janitorial Services
Bid No. 01-02.041
Location Price Schedule

LOCATION	PRICE PER MONTH
Library 300 Estudillo Avenue	\$
Recycling pick-up (if not included in above)	\$
Monthly Total	\$

BID FORM - Continued

Subcontractor Information. Does this proposal include the use of subcontractors?
Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

City, State, and Zip Code

Name of Authorized Representative

Signature Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number Facsimile Number

**BIDDER'S GUARANTY
To Be Submitted With Bid**

The successful bidder shall execute this guaranty upon execution of the contract. If they so choose, Bidders may execute this guaranty at the time of submitting their bid.

To the City of San Leandro
Project: Citywide Janitorial Services, Bid No. 01-02.041

The undersigned guarantees the production, construction, and installation of the following work included in this project in accordance with:

**Bid No. 01-02.041
Citywide Janitorial Services**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the contract documents, due to any of the above causes, all within **twelve (12) months after date on which this contract is accepted** by the City of San Leandro, hereinafter called City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project.

Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated. The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred due to the said failure or refusal.

Name of Bidder/Contractor (Person, Firm, or Corporation)

Signature of Bidder/Contractor's Authorized Representative

Name & Title of Authorized Representative

Date of Signing _____

**EXPERIENCE STATEMENT
To Be Submitted With Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Description	Yr.	Amt.	Customer & Telephone
_____	_____	_____	_____
_____	_____	_____	_____
(_____)_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(_____)_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(_____)_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(_____)_____	_____	_____	_____

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of San Leandro. Additional numbered pages outlining this portion of the bid may be attached to this page.

NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.

Bidder Name

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