



**Facilities  
Development**

**RFP  
Nampa Public Library  
Janitorial 2015**

**RFP NPL-JANITORIAL-2015**

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## INVITATION TO PROPOSE

**PROJECT TITLE:** Nampa Public Library Janitorial Services

**PROJECT SITE:** 215 12<sup>th</sup> Avenue South  
Nampa, Idaho 83651

Sealed proposals for the Nampa Public Library Janitorial Services contract will be received by the City of Nampa, City Council Chambers Room, 411 3<sup>rd</sup> Street South, Nampa, Idaho 83651 until 10:00 A.M. prevailing local time, Tuesday, February 10, 2015. Bids will then be publicly opened and read aloud at the above hour and date.

The City will contract with one firm for one (1) year, with the possibility of up to three (3) extensions annually.

The City of Nampa is soliciting Proposals from firms for Janitorial Services for the Nampa Public Library. The Proposer shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and will plan, schedule, coordinate and assure effective performance of all services described herein.

A Committee will evaluate submissions to the request and will consider all qualified Proposers. The Committee reserves the right to interview some or all of the prospective Proposers.

A pre-proposal walk-through will be held at the Nampa Public Library 215 12<sup>th</sup> Ave. South on Monday, February 2, 2015 at 10:00 A.M. The pre-proposal walk-through is mandatory for service providers to propose.

This Request for Proposals will be available on Thursday, January 22, 2015 for examination at the following locations:

- Facilities Development office 310 13<sup>th</sup> Avenue South, Nampa, Idaho 83651
- Online at the City of Nampa website [www.cityofnampa.us](http://www.cityofnampa.us)

The City of Nampa reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City. Minority and women's owned businesses are encouraged to quote. The City of Nampa is an Equal Employment Opportunity (EEO) employer. The City of Nampa is exempt from federal and state taxes and will execute the required exemption certificates.

Advertise January 20 & January 27, 2015

## PROPOSAL INSTRUCTIONS AND INFORMATION

### 1.0 Proposal Instructions and Information

- Please submit 1 original, 3 copies, and 1 CD (5 total).
- Proposals are to be received no later than Tuesday February 10, 2015, 10:00 a.m. local time.
- **MANDATORY Pre-proposal Meetings and Site Tour**  
Mandatory pre-proposal meeting will be held on **Monday, February 2, 2015 at 10:00 a.m. at the Nampa Public Library, 215 12<sup>th</sup> Ave South, Nampa, Idaho.**

The purpose of this meeting and tour is to clarify requirements, answer Proposer questions and inspect the sites where services are to be performed. The tour provides the opportunity to inspect, examine, and assess the building and to determine any existing conditions and factors of the building that may affect the performance of the services required herein. In no event will failure to inspect the site constitute grounds for a claim after contract award.

A record of the Proposers attending the meeting and tour will be maintained for verification purposes. The Proposers shall be responsible for ensuring their attendance at the tour is documented by signing the attendance sheet.

- The Contract Agreement and any attachments to this proposal will form the terms and conditions of the Agreement and will be binding on the successful Proposer. The successful Proposer will be expected to execute the Contract Agreement and fully execute the services described within this document and their Proposal unless objections are submitted with the Proposal; no objections will be considered following the Proposal acceptance time.
- The Owner is the City of Nampa.
- If a "Proposal Schedule" is present, the Schedule shall be completely filled in by the Proposer and included in their proposal. Where proposal formats are requested, Proposer is to comply with all specifications.
- The submission package or envelope must be SEALED and plainly marked with the following: (1) the Solicitation number (NPL-Janitorial-2015), (2) the name of the item or service being sought, and (3) the opening date and time. The submitting Proposer's return address must appear on the envelope or package. Do not respond to more than one Solicitation in the same envelope. A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to the City, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.**

- Bids and Proposals must be submitted in writing. No oral, telephone, facsimile, telegraphic, or late submissions will be considered. All submissions must be received at the Nampa City Hall Council Chambers, 411 3<sup>rd</sup> St. South Nampa Idaho 83651, with the time and date stamped prior to the closing date and time. It is the submitting Proposer's responsibility to timely submit their Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped.
- All bids must be signed. Bids not signed will be disqualified and considered non-responsive.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

### **1.1 Intent of Proposal & Purpose**

The City seeks to award Janitorial Services to one Company. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

### **1.2 Anticipated Schedule**

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change:

Issue Request for Proposal (RFP)	January 20, 2015
<b>Mandatory</b> Pre-Proposal Conference	February 2, 2015 @ 10:00 a.m.
Proposals due	February 10, 2015 @ 10:00 a.m.
Evaluation Period	February 10 – 13, 2015
City Council Approval	February 17, 2015
Start Work	March 14, 2015*

\*Contingent on obtaining security clearance and obtaining badges.

The Service Provider shall not commence work until a meeting between representatives of the Proposer and City is held. The meeting will be held at a City site, at a time and date to be established.

### **1.3 Proposer's Costs**

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

### **1.4 Evaluation of Proposer**

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Nampa employees, and may include citizens of the City.

## **1.5 Insurance**

The Service Provider will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy or certificate of insurance will name the City as a named insured where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with the City prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the Proposer and the City, but the Proposer may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with the City.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Proposer, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Proposer under this contract.

- a. Proposer's and sub proposer's Insurance. The Proposer will not commence providing service under the contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Proposer hereunder.
- b. Compensation and Employer's Liability Insurance. The Proposer will maintain during the life of this contract, the statutory workers' compensation, in addition, employer's liability insurance in an amount not less than \$1,000,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Proposer will require the Sub Proposer similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.
- c. Proposer shall have and maintain Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when they are owned vehicles. Personal Automobile Liability coverage, in the minimum amount of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

A Fidelity Bond shall be acquired, also known as an Employee Dishonesty Bond with the minimum amount of \$50,000. This bond is to protect the city and its employee's money, securities and property against loss caused by Proposers employees or agents' dishonesty.

Proof of all insurance shall be submitted to City of Nampa.

The minimum limits of insurance described above will not be deemed a limitation of the Proposer's covenant to indemnify.

### **1.6 Reserved Rights**

The City of Nampa reserves the right to accept or reject proposals. The City may select firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm(s) selected through this process as the best qualified will then be requested to negotiate a contract.

### **1.7 Public Records**

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Law and will be available for inspection and copying by any person. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you must:

- a. Indicate by marking each page of the pertinent document confidential; and,
- b. Include the specific basis for your position that it be treated as exempt from disclosure.

**Prices quoted in your Bid or Proposal are not a trade secret.**

The following is not acceptable or in accordance with the Public Records Law and will not be honored:

- a. Marking your entire Bid or Proposal as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Law, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel prior to submission.

## **1.8 Taxes**

The City of Nampa is exempt from federal and state taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a Proposer are subject to Use Tax. All other taxes are the responsibility of the Proposer and are to be included in the Proposer's Proposal pricing.

## **1.9 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process**

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification, to be received no later than noon, three (3) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The notification may be denied, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests are to be directed to:

Alex Wade  
Facilities Maintenance Supervisor  
City of Nampa  
310 13<sup>th</sup> Ave South  
Nampa, ID 83651  
[wadea@cityofnampa.us](mailto:wadea@cityofnampa.us)

## **1.10 Addenda to the RFP**

If this RFP is modified by the City, the modifications will be sent to each Proposer in writing by fax, email, or mail. Verbal modifications are not binding on the City or the Proposer. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal Response.

## **1.11 Modification and Withdrawal of Proposal**

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

## **1.12 Proposal Questions**

Questions and responses of any one Proposer, which the City of Nampa deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Nampa may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Nampa, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior



to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

### 1.13 Protest of Proposer Selection or Contract Award

Proposers who disagree with the City’s selection decision may protest that decision. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a Solicitation Protest will be considered. The selection protest must be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The protest shall be submitted to the Facilities Manager at the following address: Written protests are to be directed to:

Alex Wade  
Facilities Maintenance Supervisor  
City of Nampa  
310 13<sup>th</sup> Ave South  
Nampa, ID 83651  
[wadea@cityofnampa.us](mailto:wadea@cityofnampa.us)

### 1.14 Award Criteria

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service provided that the City Council may use to award contracts to the Proposer it determines appropriate.

	<b>SCORE</b>	
Cover Letter and Signature Sheet		Pass/Fail
Qualifications and Experience		200 Points
Specific Qualifications		200 Points
Method of Approach to Providing Quality Service		200 Points
<u>Price Proposal</u>		<u>400 Points</u>
<b>Total Points</b>		<b>1000 Points</b>

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal.

Award will be to the highest ranked Proposer after all factors have been evaluated, provided that, the City Council may award contracts to the Proposer it determines appropriate and may include entities with a significant local economic presence.

### 1.15 Significant Local Economic Presence

To qualify as a Proposer with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed

sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the proposal opening.

#### Metropolitan Impact Area

Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the State of Idaho.

#### **1.16 Idaho's Reciprocal Preference Law**

Reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid, regardless of the dollar amount, is subject to Idaho's Reciprocal Preference Law, Idaho Code § 67-2348.

#### **1.17 Offer and Acceptance Period**

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

**1.18 Upon Notice Of Intent To Award:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

#### **1.19 Payments and Billings**

The awarded Proposer will submit all invoices to:

Facilities Development  
City of Nampa  
310 13<sup>th</sup> Ave South  
Nampa ID 83651

Payments are processed weekly. The awarded Proposer can expect the City to issue and mail payment for services rendered within 45 days and after receipt of invoice.

#### **1.20 Stop Work Order**

Any "Stop Work Order" given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his assigns.

#### **1.21 Disadvantaged Business Enterprises (D.B.E.)**

D.B.E. firms and business enterprises are encouraged to submit a proposal. Women owned and minority owned firms are encouraged to submit a proposal. The City actively encourages any proposals by D.B.E. firms for goods and services for the City.

**1.22 The City of Nampa reserves the right to reject any and all proposals,** to waive any irregularities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the City of Nampa.

### **1.23 Discussions**

The City reserves the right to conduct discussion with offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

### **1.24 Presentations**

Proposers may be invited to make oral presentations to CITY personnel.

## **2.0 STANDARD TERMS AND CONDITIONS**

### **2.1 Assignment or Subcontracting**

The Successful Proposer(s) may not assign or transfer this Agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Nampa. If the City of Nampa consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

### **2.2 Contract**

The selected firm will be expected to execute a contract with the City of Nampa. Specific exception shall be submitted with proposal for City to consider.

The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Proposer in response to the Request for Proposal. The offer shall substantially conform to the terms conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Proposer; however, any substantial non-conformity in the offer, as determined by the City shall be deemed non-responsive and the offer rejected.

### **2.3 Ownership and Access to Records**

While ownership of confidential or personal information about individuals shall be subject to negotiated Agreement between the City of Nampa and the Successful Proposer, records will normally become the property of the City of Nampa and subject to state law and City of Nampa policies governing privacy and access to files.

### **2.4 Examination of Records**

The City of Nampa shall have access to and the right to examine any pertinent books, documents, papers, and records of the Successful Proposer involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Successful Proposer shall retain project records for a period of five years from the date of final payment.

### **2.5 Conflict of Interest**

2.5.1. The Successful Proposer shall not hire any officer or employee of the City of Nampa to perform any service covered by this Agreement.

2.5.2. The Successful Proposer affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Successful Proposer family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests

or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Nampa.

2.5.3. The Successful Proposer shall not be in a reporting relationship to a City of Nampa employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Successful Proposer.

## **2.6 Copyright**

The City of Nampa shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Successful Proposer warrants that all creators of copyrightable material delivered under this Agreement to the City of Nampa are, at the time of the material's creation, bona fide employees or Sub Proposers of the Successful Proposer, and that such creation is within the course and scope of the creator's employment.

## **2.7 Confidentiality (n/a)**

## **2.8 Non-Waiver**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

## **2.9 No Third-Party Rights**

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

## **2.10 Standard for Performance**

The parties acknowledge that the City of Nampa, in selecting the Service Provider to perform the services hereunder, is relying upon the Service Provider reputation for excellence in the performance of the services required hereunder. The Service Provider shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Service Provider shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

## **2.11 Attorney's Fees**

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

## **2.12 Applicable Law**

The laws of the State of Idaho shall govern this Agreement.

### **2.13 Rejection of Proposals**

The City of Nampa may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Nampa. City of Nampa is in no way obligated to any respondent for the work as set forth in the specifications.

2.13.1 The City of Nampa reserves the right to accept or reject proposals, without further discussion.

2.13.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.13.3 If, in the opinion of the City of Nampa, the solicitation does not result in reasonable prices to the City of Nampa, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

### **2.14 Commencement of Work**

The Service Provider is cautioned not to commence any billable work or provide any material or service under the contract until Service Provider receives purchase order or is otherwise directed to do so, in writing, by the City.

## PROJECT INFORMATION

### **Proposer's Requirements**

The Proposer shall designate a Project Manager or Contact Person for this Contract.

The Proposer shall furnish all supplies, materials, labor, labor supervision, tools, equipment, and other material necessary to provide service as required by this Contract. The City will provide the following: toilet paper, toilet seat covers, hand towels, soap, and can liners (garbage and recycling).

### **Format of Proposals**

All proposals submitted in response to this request shall use the following headings and sequence to assist with developing an accurate evaluation of the proposer's firm.

#### **I. Cover Letter and Signature Sheet**

**PASS/FAIL**

- A cover letter which briefly states the Proposer's approach to projects described in this RFP.
- Attach the signature sheet, which can be found in this RFP. The signature sheet must be signed by an individual authorized to bind the Proposer. All proposals submitted without such signature may be deemed non-responsive.

#### **II. Qualifications & Experience**

**200 POINTS**

1. Provide a detailed description of the history of the company. Include general operating practices and location of local office.
2. Provide resumes and/or biographies for key personnel including the proposed contract representative and any managerial/supervisory staff assigned to the contract; include contact and availability information for these individuals. Provide number of hours per week personnel will be working on this project by location, this includes onsite walk thru by supervisor after each shift by location.
3. Provide a detailed description of the company's training program for new and existing employees. If the company provides ongoing training, provide a detailed description of that program.
4. Provide narrative if awarded how you would assure the City that only qualified, experienced, and pre-trained personnel will be assigned to this Contract.
5. Provide a detailed description of the company's safety program.
6. Provide a description of the company's and key personnel's experience with contracts considered identical or similar to the Scope of Work.
7. Provide the names and contact information for three (3) references of companies for work similar or identical to the Scope of Work other than the City of Nampa.
9. Describe your experience with maintaining staffing levels for work identical or similar to the Scope of Work. Provide detailed information on how you maintain staff levels during times of shortage of personnel (sick, vacation, turnover, low unemployment rate) etc. This Contract requires staff to have background checks prior to reporting for work describe how are you going to address this issue?

10. Describe how your firm meets the minimum qualifications covered in Scope of Services, in particular Item 6.

### **III. Specific Qualifications**

**200 POINTS**

1. Provide names, training certificates, years of experience, and type of experience, for each member of your staff who will be working under this RFP. Describe the skills (competence, expertise) of staff.
2. Provide an organizational chart showing responsibilities and lines of communication. Resumes, if submitted, shall be included in "Attachment 1."
3. Describe how your firm meets the minimum qualifications covered in Scope of Services, in particular Item 7.

### **IV. Method of Approach to Providing Quality Services**

**200 POINTS**

1. Provide a list of materials, vehicles, and equipment inventory that will be utilized under this Contract.
2. Provide a general description of proposed method of cleaning.
3. Provide a detailed description of the manner in which you would implement the services required for this Contract. Describe briefly how emergencies callouts would be handled and responded to.
4. Identify how your firm proposes to handle any non-performance issues relevant to this RFP.

### **V. Price Proposal**

**400 POINTS**

- Provide price proposal as requested on the Price Page attached herein.

### **VI. Attachments**

Provide the following:

#### Attachment 1: Resumes

Provide resumes of key staff and sub-contractors who are identified in the proposal. Each resume should be limited to two (2) pages. Please label these resumes "Attachment 1".

#### Attachment 2: References for Relevant Project Experience

Please label these references as "Attachment 2".

## SCOPE OF SERVICES

### 1. General

This Contract establishes the standard for janitorial services at the Nampa Public Library. The Service Provider shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and will plan, schedule, coordinate and assure effective performance of all services described herein. The Service Provider will be required to provide janitorial and related services in accordance with the specifications of this solicitation. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Service Provider shall employ methods that are generally accepted and used by the industry. Contract oversight is by the Facilities Manager or their designated representative.

### 2. Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### 3. Service Locations

The work shall be performed at the City locations identified in this section. The City reserves the right to add or delete locations.

Facility	Address	Approximate Square Footage*
Nampa Public Library	215 12 <sup>th</sup> Ave South	62,000

Measurements are approximations only. It is up to the Service Provider to field-verify dimensions to satisfy their needs.

### 4. Schedule of Services

Work is to be performed outside of the City’s regularly scheduled business hours except where otherwise specified. All tasks are to be completed on their designated service days. Service schedule cannot be altered without prior approval from the City’s Contract Administrator. All regular custodial personnel must work the same continuous shift.

Facility	Weekly Schedule
Nampa Public Library	Monday-Saturday after 8pm
Nampa Public Library (day porter)	Monday-Saturday 1pm-3pm



## **Observed Holidays**

Nampa Public Library observed holidays are listed below. Nampa Public Library facilities are closed on these days and services are not required except where otherwise specified. Scheduled services that fall on a holiday are to be performed the **next business** day. Observed holidays are:

- New Year's Day
- Martin Luther King/Human Rights Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

## **5. Minimum Qualifications of Service Provider**

Service Provider must meet the minimum qualifications set forth to be considered eligible to provide the proposed service. Service Provider must:

- 5.1. Be a company that has been in business and performing services specified herein for a minimum of five (5) consecutive years.
- 5.2. Possess and keep in force all licenses, certifications, bonds and permits required to furnish and perform the services specified herein.
- 5.3. Possess the ability to commit sufficient staffing, equipment and materials to perform the work required (with the exception of restorative carpet cleaning services).

## **6. Qualifications of Service Provider's Personnel**

- 6.1. All matters pertaining to the recruitment, screening, hiring and retention of personnel shall be the exclusive responsibility of the Service Provider. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management.
- 6.2. All personnel used by the Service Provider shall be subject to review and approval by the City. The City reserves the right to demand the removal of any employee who is deemed unacceptable for any reason.
- 6.3. All work by contract personnel shall be performed in a professional, courteous manner. Discourtesy, rudeness, or the use of profanity will not be tolerated, and shall be grounds for immediate removal of the offending employee from performing work under any contract awarded as a result of this specification.

6.4. All personnel used by the Service Provider for the performance of this work shall be properly trained and qualified to perform custodial services of the type and scope as described herein. The Service Provider shall provide evidence of qualifications of any personnel performing work under this Contract upon request by the City. Specific position qualifications are as follows:

6.4.1. *Managerial Employees* – Managers are responsible for the scheduling and management of work to be performed as specified herein. Therefore, the managers must have at least three (3) of the last five (5) years of work experience be in the management of custodial-type operations for buildings of similar size and characteristic as the buildings described herein.

6.4.2. *Supervisory Employees* – All supervisory personnel engaged in fulfilling the requirements of these specifications shall have experience in janitorial-type work. Supervisory personnel shall be available during the hours of service and must be provided with cell phones by Service Provider. Names and cell phone numbers must be provided to City's designated representative and updated (within 24 hours) when changes are made. All supervisory personnel must be fluent in the English language, both verbal and written.

6.4.3. *Janitorial/Janitor Employees* – Service Provider shall only employ qualified personnel that are skilled in the performance of custodial work. Service Provider will provide a **minimum** of eight hours of documented training before employees can work alone in any City building. This training can be in class training, on the job training or a combination.

6.4.4. All employees of Service Provider shall be neatly attired in uniforms supplied by Service Provider while working at City locations and must properly display the identification badge provided under the terms of this agreement. The minimum uniform will consist of an outer garment with the company name located on the chest. Employee must be easily identified at all times.

**7. Staffing Levels:** maintain an adequate number of employees to satisfactorily perform scheduled tasks.

**8. Cleaning Standards:** The following cleaning standards shall be used on a daily basis and during the quality assurance inspection process to assess the quality of cleaning.

### **CARPET CLEANING**

*Carpet cleaning will be done by low moisture extraction/encapsulation method using heavy duty hot water commercial brand equipment approved by the Carpet and Rug Institute, (CRI).*

*Carpets that are cleaned must be dry within seven (7) hours after completion of work. The Service Provider shall supply and set up fans of adequate size and in sufficient number to*

*ensure carpets will be dry within said time frame.*

*All Service Provider employees providing services must have a minimum of five (5) years of verifiable commercial carpet cleaning experience.*

*The cleaning will take place during the normal night time, (after Library business hours), shift.*

*Please submit the following information with your Proposal on carpet cleaning:*

- 1. Provide summary of carpet training provided to staff and details as to scope of work your company will provide when cleaning carpets.*
- 2. All Service Provider employees providing services must have a minimum of five (5) years of verifiable commercial carpet cleaning experience. Provide documentation of experience of lead workers.*

A. Entrances

1. Mats and carpet shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
2. Glass and metal surfaces shall appear streak-free, film-free and uniformly clean. This includes the elimination of dust and soil from sills, ledges and heat registers.
3. Corners and thresholds shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This includes the elimination of cleaner residue and dried-slurry.
4. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors and cove bases shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient, except tile/ceramic/terrazzo, floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
5. Walls and fixtures shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue. Walls behind

waste/trash cans need to be cleaned.

#### B. Elevators

1. Tracks shall be free of dirt and debris. Tracks shall appear visibly clean. This includes the elimination of standing water from wet cleaning procedures.
2. Walls and doors shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This includes the elimination of polish residue and/or film.
3. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors, carpet and cove bases shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

#### C. Corridors

1. Floors and cove bases shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
2. Walls and fixtures shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
3. Glass and metal surfaces shall appear streak-free, film-free and uniformly clean. This includes the elimination of dust and soil from sills, ledges and heat registers.
4. Water fountains shall be free of dust, cobwebs, soil, scale and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This includes the elimination of film and cleaner residue.

#### D. Stairwells

1. Rails, glass and walls shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This included the elimination of film, streaks, lint, standing water, cleaner residue or film.
2. Steps and landings shall be free of dust, cobwebs, dried soil, gum, stains and debris. This includes risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

#### E. Restrooms

***Special Note:*** Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by CITY. Sanitation levels shall be closely monitored by inspection, and approved testing methods.

1. Dispensers shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This includes the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
2. Hardware shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This includes the elimination of polish residue.
3. Sinks shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This includes the elimination of streaks, embedded soil, and film and water spots.
4. Mirrors shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
5. Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks, film and water spots.
6. Partitions and ledges shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This includes the elimination of streaks and film

7. Waste containers shall have contents removed and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
8. Walls and doors shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly cleaned and disinfected. This included the elimination of film, streaks and cleaner residue. Ceramic walls, wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry.
9. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors and baseboards shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by CITY. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.
10. Air vents shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
11. Light fixtures shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

#### F. Common Areas and Copier Areas

1. Counters and equipment shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of cleaner residue, streaks and film.
2. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
3. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

4. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This included the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

#### G. Offices/Cubicles

5. Common area furniture and equipment shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of cleaner residue, streaks and film. Individual office desks and work surfaces will be cleaned by CITY of Nampa employees.
6. Lamps shall be free of dust, cobwebs, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This includes the elimination of streaks, cleaner residue and film.
7. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
8. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
9. Partitions and ledges shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This includes the elimination of streaks, film and cleaner residue.
10. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing

water, cleaner residue, embedded soil and foreign objects.

#### H. Kitchens/Break rooms

1. Cabinets, refrigerator and microwave exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film. Sinks and fixtures shall be clean and sanitized.
2. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container. Walls adjoining waste container require special attention and need to be kept clean.
3. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors and baseboards shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by CITY. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This included the elimination of dust streaks, lint, standing water, cleaner residue and film.
4. Walls and fixtures shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.

#### I. Conference Rooms

1. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
2. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
3. Tables and chairs shall be free of dust and soil. These surfaces shall appear visibly and uniformly clean. Tables are to be wiped with cleaner daily to remove all fingerprints.
4. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil,



gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

#### J. Reception Areas

1. Walls and doors shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
2. Waste container contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This includes the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
3. Tables and chairs shall be free of dust and soil. These surfaces shall appear visibly and uniformly clean. Tables are to be wiped clean and dried spot free.
4. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors, carpet and baseboards shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. Chairs shall be moved occasionally to vacuum underneath. This includes the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

#### K. Miscellaneous

1. Air vents shall be free of dust, cobwebs, and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
2. Light fixtures shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.
3. Ceilings shall have all cobwebs removed.

4. Microwave interior and refrigerator interior shall be defined as additional services for an additional fee.

#### L. Custodial Closets and Storeroom

1. Shelves - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized, neatly on shelves.
2. Custodial carts shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on custodial carts shall also be free of dust and soil, and organized, neatly.
3. Walls shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This includes the elimination of film, streaks and cleaner residue.
4. Utility sinks shall be free of dust, cobwebs, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This includes the elimination of streaks, embedded soil, film, and water spots.
5. Bright work shall be cleaned, de-scaled and polished.
6. All floors shall be cleaned and maintained per manufacturer's specifications and recommendations. Certified beater bars shall be used every other visit, or more if needed, on all carpeted areas. Hard/Resilient floors shall be machine scrubbed every other visit or more if needed. Floors shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by CITY. Floors shall appear visibly and uniformly smooth and clean. This includes the elimination of dust streaks, lint, standing water, cleaner residue and film.

#### M. Trash Removal/Trash Containers

1. Waste removal shall be to containers designated by CITY and shall be deposited in such a manner that contents will not fly around causing a mess or nuisance.
2. Waste containers shall be fitted with a liner as needed.

### 9. **Security**

- 9.1. Proposer will be responsible for compliance with all City security requirements. **Service Provider's personnel shall not let any unauthorized person into any City facilities.**

- 9.1.1. All personnel assigned by the Service Provider to perform work for the City shall be able to pass a criminal background check, must be physically capable of performing all duties as assigned, and must present a professional appearance acceptable to the City. For identification purposes, the use of uniforms is required with company identification or logo.
- 9.1.2. Service Provider's personnel will be responsible for ensuring that all doors are closed and locked as designated by the City upon completion of the work on a nightly basis.
- 9.1.3. Service Provide shall certify (prior to submitting to City to perform background check) all personnel submitted have lived in the United States for a minimum of three (3) years, are legal to work in the united States, and have either a Idaho Identification card or Idaho driver's license. This shall be submitted in writing to Security Coordinator.

## 9.2. Background Checks:

- 9.2.1. Background checks will be performed by the City or through Idaho State Police on all employees, subservice providers, vendors, delivery personnel, or others required to have regular and full access to the sites. City will provide up to 10 background check at no charge; additional will be charged \$45.00 each.
- 9.2.2. The background checks shall run criminal history and check for outstanding warrants (both local and national), verification of U.S. citizenship or appropriate work visa, and know ties to terrorist groups. Personnel whose background is clear of the listed items shall be allowed to obtain security photo identification/access cards and gain full access to the site. Exceptions are at the discretion of the City. The Service Provider shall provide a list to the City with personnel proposed to have site access privileges.

## 9.3. Photo Identification/Access Cards:

- 9.3.1. Photo Identification/Access Cards shall be worn at all times by the Proposer's personnel and representatives while at City work locations. Only personnel that pass a specified background check shall be issued a Photo Identification/Access Card.
- 9.3.2. Service Provider's personnel will not be allowed to access the City's work locations without a Photo Identification/Access Card. Personnel found onsite without a Photo Identification/Access Card will be asked to leave immediately.
- 9.3.3. Photo Identification/Access Cards shall be issued by the City. The City will supply up to 10 Photo Identification/Access Cards at no charge to the Service Provider. Service Provider shall schedule arrangements with the City's Contract Administrator.

- 9.3.4. Additional and/or replacement Photo Identification/Access Cards will be at the cost of \$35 each to be charged to the Service Provider.
- 9.3.5. For security purposes, Service Provider's personnel will be required to use their Photo Identification/Access Card to check in and out of the City's facilities at the beginning and end of every shift.

9.4. Keys:

- 9.4.1. Prior to the commencement of the Contract, City will issue to Service Provider access keys and combinations necessary to access the areas where Service Provider will be required to perform the work.
- 9.4.2. Service Provider shall be responsible for maintaining positive control of such keys and combinations at all times and shall:
  - 9.4.2.1. Not permit keys to be taken off City property.
  - 9.4.2.2. Keep keys out of the sight and reach of the public.
  - 9.4.2.3. Keep a written log of persons furnished with keys and combinations, and obtain such keys and change such combinations, as applicable, upon the departure of such personnel.
- 9.4.3. Service Provider shall not permit any person to have keys that permit access to sensitive areas, such as locked rooms or restricted areas where confidential data, materials, supplies or equipment is located, until City determines that permitting access to such individual to the area will not be contrary to City's interests. In making such determination, City must be satisfied that appropriate background checks have been completed with respect to such individual and that there is no other information, instruction, rule or regulation that would reasonably limit access to a sensitive area by such person.
- 9.4.4. At the beginning of each shift, Service Provider may issue keys only to those employees with proper security clearance. All keys shall be collected and accounted for at the end of each shift by the onsite supervisor.
- 9.4.5. Service Provider shall promptly report any lost or missing keys to City and shall be responsible for the reasonable cost to install new locks or replace such keys.
- 9.4.6. Service Provider shall return all City facility related keys in its possession to City at the end of the Contract.

#### 9.5. Intrusion Alarms:

9.5.1. Service Provider's personnel performing work at service locations equipped with intrusion alarms will be responsible for disarming the alarm upon entering the facility and arming the alarm upon exiting.

9.5.2. City's Contract Administrator shall be responsible for furnishing instructions to the Service Provider's supervisory personnel on the correct procedures for operating each intruder alarm system. Awarded Service Provider could be responsible for any false alarm fees due to the improper use of the intrusion system.

9.5.3. It shall be the Service Provider's responsibility to instruct any temporary or replacement personnel on the operation of the intruder alarm system.

9.6. Service Provider shall promptly report any lost keys or Photo Identification/Access Cards by Service Provider's personnel to the City's Contract Administrator so that the proper measures can be taken to avoid a breach in security.

### **10. Safety**

The Service Provider shall be responsible for all necessary training relating to the application of chemicals and the use of equipment as it relates to the Work. Service Provider shall be solely responsible for initiating, supervising and maintaining all needed safety precautions in connection with the Work (i.e. hazardous material communication, blood borne pathogens, etc.). Service Provider shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to employees, bystanders, materials, equipment and property. In so doing, Service Provider shall comply with the applicable rules and regulations of any regulatory body (i.e. OSHA) having jurisdiction over the safety of persons or property. Service Provider shall be liable for any resulting damage arising from its operations.

### **11. Equipment and Supplies**

11.1. Service Provider shall furnish sufficient equipment to permit the proper completion of the Work as specified in this Scope of Services.

11.2. No goods, merchandise or material shall be kept or stored by Service Provider at City locations which are explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon. Nothing shall be done in the performance of the Work which will increase the rate of or suspend any insurance policy or coverage of City.

11.3. Service Provider shall store all supplies, materials and equipment in storage spaces and custodial closet designated by City.

- 11.4. All chemicals will be either green seal or Eco Friendly and the entire cleaning program will support a green environment. Micro fiber will be used in place of cotton towels, mop heads, and other items using similar materials.
- 11.5. Service Provider certifies that all materials, equipment, etc., used in the performance of the Work meet all Occupational Safety and Health Act (OSHA) and applicable environmental requirements.
- 11.6. A complete list of cleaning materials, supplies and equipment to be used by Service Provider shall be submitted to City prior to the commencement of the Service Agreement. The list must show generic-type, brand name, model number (if applicable), product name (if applicable) and catalogue number. In the case of cleaning chemicals, a copy of the Safety Data Sheets (or Material Safety Data Sheets if Safety Data Sheets are not yet available for the product) must be provided.
- 11.7. All cleaning chemicals used by Service Provider shall be in compliance with OSHA's Hazard Communication Standard (HCS).
- 11.8. City responsible for the provision of all liners, paper and soap products, and any other products needed to fill dispensers. Service Provider is responsible for supplying all cleaning chemicals and supplies.
- 11.9. All flooring equipment will be certified by the Rug Institute (CRI) and must be properly maintained for optimum performance. All vacuums will be HEPA filtered and brushes and bag replaced when required.

## **12. Storage Space**

- 12.1. City may provide some storage space at the various facilities for custodial supplies and equipment. Due to the limited amount of space, and storage space beyond that which City is presently providing for custodial equipment is the responsibility of Service Provider.
- 12.2. Service Provider shall keep storage spaces neat a clean at all times and in accordance with applicable fire codes, regulations and good housekeeping standards.

## **13. Waste & Recycle Removal**

All collected trash and recycling must be transported by Service Provider to area(s) designated by the City. Each location will have a collection site(s).

## **14. Reporting Problems**

Custodial staff shall report any operational or maintenance problems encountered during the course of the work to their supervisor at the end of each shift. These issues shall be communicated to the City's Contract Administrator by Service Provider's supervisory and/or

managerial staff by 12:00 PM on the following business day. The supervisor will alert City if supply stock is below two weeks.

## **15. Performance**

A service list shall be kept at each facility. Service Provider's employees shall check off each item as completed. At end of each week the checklist shall be signed and dated by the employee and co-signed by a supervisor certifying that items checked have been completed according to specification, and submitted to the City's Contract Administrator.

## **16. Building Inspections**

- 16.1. The City reserves the right to make such inspections as necessary to ascertain that the requirements of the Contract are being fulfilled. Deficiencies noted shall be corrected within the timeframes specified herein at the Service Provider's expense.
- 16.2. Service Provider's designated supervisor will conduct a daily inspection prior to the conclusion of the custodial staff shift to ensure the work is performed per the Contract specifications.
- 16.3. Service Provider's supervisor shall be available, upon request, for inspection with City's Contract Administrator.
- 16.4. Service Provider will remedy non-completed and deficient work within two (2) hours of notification by City Contract Administrator or designee for daily and weekly tasks, and within 48 hours of notification by City Contract Administrator or designee for all other tasks. Service Provider will contact City's Contract Administrator or designee once deficiency has been corrected. Failure to respond within the time frame will be cause for the assessment of penalties.

## **17. Service Complaint Penalties**

- 17.1. Service Provider will be allowed no more than three substantiated complaints per location per month related to the non-performance or unsatisfactory performance of work included in the Contract. City will levy a \$100 penalty each location with substantiated complaints above that threshold.
- 17.2. In the case of non-performed work, CITY may:
  - 17.2.1. Withhold from Contractor's invoice all billings associated with that location for non-performed work as set out in Contract.
  - 17.2.2. Perform the services with CITY personnel or other means.
- 17.3. In the case of unsatisfactory work, CITY may:

17.3.1 Withhold payment from Contractor's invoice all billings associated with that location for unsatisfactory work as set out in Contract.

17.3.2 Perform the services with CITY personnel or other means.

17.4. Should CITY elect options 17.2 or 17.3 above, CITY will also deduct all costs, including administrative costs, incurred by CITY to obtain satisfactory completion of the services.

17.5. Repeated instances of non-performance or non-satisfactory performance will be grounds for termination of the Contract for the default pursuant to the terms of the Contract.

17.6. If the Service Provider fails to perform the work required by the terms of the Contract and subsequent work requests in a diligent and satisfactory manner, the City may terminate said Contract, and perform or cause to be performed all or any part of the work needed to complete and/or correct same. The Service Provider agrees that it will reimburse the City for any expense incurred therefrom, and the City, at its election, may deduct said amounts from any sum owing the Service Provider. The waiver by the City of a breach of any provision of the contract by the Service Provider shall not operate or be construed as a waiver of any subsequent breach by the Service Provider.

## **18. Turning Off Lights**

Custodial staff is expected to turn off all lights as they complete their work with the exception of those that are designated to remain on as determined by City.

## **19. Lost and Found**

Service Provider shall be responsible for ensuring that all articles found by its personnel are turned in to the nearest City lost and found location, as managed by City or agent in charge of such articles, not later than by the end of each shift.

## **20. Suspension of Services**

The City may temporarily suspend services at specific sites throughout the term of the agreement due to construction or other reason.



## PRICE PAGE

### PRICE PROPOSAL FORM

Location	Cleaning Hrs. per Shift	No. of Staff Assigned	Monthly Price	Yearly Price
Nampa Public Library	(Day porter services provided Monday-Saturday, 1PM – 3PM)		\$	\$
Nampa Public Library	Cleaning per specifications (Monday-Saturday after 8pm)		\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>GRAND TOTAL</b>			\$	\$

Proposal must include number of proposed staff and hours allocated per location per cleaning. Include resume of supervisors and lead worker(s).

Day porter services at Nampa Public Library will be included in the base bid.

Provide the **total billable hourly rate** for custodial services and rate shall be inclusive of **all costs**, including materials, equipment, supplies, labor, taxes, overhead and any other cost necessary for the completion of work with the exception of supplies for stocking dispensers.

Supervisor \$\_\_\_\_\_ Custodian \$\_\_\_\_\_ Day Porter \$\_\_\_\_\_

Other \$\_\_\_\_\_ Other \$\_\_\_\_\_

**Callout Services.** Provide an hourly cost for callout services that fall outside of a regularly scheduled shift.

Service	Sq. Ft. Cost	Service Rate	Minimum Charge
Emergency carpet services (extraction)			
Emergency/Biohazard			
Chair Clean			

## Facilities Development Cleaning and Building Maintenance Schedule

LOCATION: Nampa Public Library

DATE: 1/1/15

TASK	COMMENT	FREQUENCY											
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ALL BUILDING ENTRANCES, LOBBIES, AND HALLWAYS	SUN	MON	TUE	WED	THU	FRI	SAT	W	M	Q	A
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Task	Comments	SUN	MON	TUE	WED	THU	FRI	SAT	W	M	Q	A
	APPA Level											
Clean Entry Glass, Doors, and Aluminum Surfaces			X	X	X	X	X	X				
Disinfect All Door Handles, Knobs, Push Plates/Bars, Fixtures, and Light Switches			X	X	X	X	X	X				
Check All Doors and Glass for Marks and Clean As Needed			X	X	X	X	X	X				
Check Walls for Marks and Clean as Needed	Clean and Polish Corner Guards		X	X	X	X	X	X				
Pick Up Trash and Debris			X	X	X	X	X	X				
Empty Trash Receptacles and Recycle Bins	Receptacles Should Be Cleaned and Surfaces Around It		X	X	X	X	X	X				
Clean Drinking Fountain(s)	Polish and Descale as Needed		X	X	X	X	X	X				
Remove All Dirt and Debris from All Hard Floors and Resilient Surfaces	Corners, Cove Bases and Thresholds Shall Be Dust and Debris Free and Shall Be Visibly and Uniformly Clean		X	X	X	X	X	X				
Clean All Tile and Resilient Floors By Auto Scrub or Wet Mop	Remove Any Scuffs, Stains or Other Markings Present		X	X	X	X	X	X				
Dust/Wipe Down All Window Sills and Ledges										X		
Dust Walls and Fixtures Including Art, Heat Registers, etc.											X	
Vacuum Carpets and Floor Mats	Check For Stains and Remove As Needed		X	X	X	X	X	X				

GENERAL LIBRARY AREA	SUN	MON	TUE	WED	THU	FRI	SAT	W	M	Q	A
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Task	Comments	SUN	MON	TUE	WED	THU	FRI	SAT	W	M	Q	A
	APPA Level											
Clean Entry Glass, Doors, and Aluminum Surfaces			X	X	X	X	X	X				
Disinfect All Door Handles, Knobs, Push Plates/Bars, Fixtures, and Light Switches			X	X	X	X	X	X				
Check All Doors and Glass for Marks and Clean as Needed			X	X	X	X	X	X				

## Facilities Development Cleaning and Building Maintenance Schedule

Check Walls For Marks and Clean as Needed	Clean and Polish Corner Guards		X	X	X	X	X	X				
Pick Up Trash and Debris			X	X	X	X	X	X				
Empty Trash Receptacles and Recycle Bins	Receptacles Should Be Cleaned and Surfaces Around It		X	X	X	X	X	X				
Dust All Office Furniture Including Cabinets, Desks, Lamps, Chairs, etc.	Disregard Office Equipment Such as Computer Screens								X			
Dust/Wipe Down All Partition Tops, Window Sills and Ledges									X			
Dust High Reach Areas Including Shelves, Ledges, Vents, Diffusers, etc.	Remove Cobwebs Where Present									X		
Baseboards, Moldings, etc.										X		
Dust Blinds										X		
Vacuum Upholstered Furniture										X		
Remove All Dirt and Debris From All Hard Floors and Resilient Surfaces	Corners, Cove Bases and Thresholds Shall Be Dust and Debris Free		X	X	X	X	X	X				
Clean All Tile and Resilient Floors By Auto Scrub or Wet Mop	Remove Any Scuffs, Stains or Other Markings Present		X	X	X	X	X	X				
Clean Drinking Fountain(s)	Polish and Descale as Needed		X	X	X	X	X	X				
Clean/Disinfect All Tables, Desks, Counters and other Flat Surfaces, Chairs, and Benches			X	X	X	X	X	X				
Vacuum Upholstered Furniture										X		
Vacuum Carpets and Floor Mats	Check For Stains and Remove As Needed		X	X	X	X	X	X				

### GENERAL OFFICE CLEANING, CUBES, CONFERENCES, COMMON AREAS, RECEPTION AREAS & COPY ROOMS

SUN MON TUE WED THU FRI SAT W M Q A

Task	Comments											
	APPA Level											
Clean Entry Glass, Frames, and Doors Including Disinfecting Handles and Contact Areas									X			
Disinfect All Door Handles, Knobs, Push Plates and Bars, Fixtures, and Light Switches			X	X	X	X	X	X				
Check all Doors and Glass for Marks and Clean as Needed			X		X	X	X	X	X			
Check Walls For Marks and Clean As Needed	Clean and Polish Corner Guards		X	X	X	X	X	X				
Pick Up Trash and Debris			X	X	X	X	X	X				
Empty Trash Receptacles and Recycle Bins	Receptacles Should Be Cleaned and Surfaces Around It		X	X	X	X	X	X				
Dust All Office Furniture Including Cabinets, Desks, Lamps, Chairs, etc.	Disregard Office Equipment Such as Computer Screens. Items on the Desks Shall Not Be Moved								X			

## Facilities Development Cleaning and Building Maintenance Schedule

Dust/Wipe Down All Partition Tops, Window Sills and Ledges										X			
Dust High Reach Areas Including Shelves, Ledges, Vents, Diffusers, etc.	Remove Cobwebs Where Present										X		
Dust Walls and Fixtures Including Art, Heat Registers, Baseboards, Moldings, etc.											X		
Dust Blinds											X		
Remove All Dirt and Debris from All Hard Floors and Resilient Surfaces	Corners, Cove Bases and Thresholds Shall Be Dust and Debris Free and Shall Be Visibly and Uniformly Clean		X	X	X	X	X	X					
Clean All Tile and Resilient Floors by Auto Scrub or Wet Mop	Remove Any Scuffs, Stains or Other Markings Present		X	X	X	X	X	X					
Vacuum Carpets and Floor Mats	Check For Stains and Remove As Needed		X	X	X	X	X	X					
Vacuum Upholstered Furniture	Check For Stains and Remove As Needed										X		

### KITCHENS AND BREAK AREAS

SUN	MON	TUE	WED	THU	FRI	SAT	W	M	Q	A
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Task	Comments												
	APPA Level												
Check Cabinets for Marks and Clean as Needed, Including Handles, Sides, and Tops			X	X	X	X	X	X					
Clean/Disinfect the Exterior of Microwave(s)			X	X	X	X	X	X					
Clean/Disinfect the Flat-Top Burners and Overhead Hood			X	X	X	X	X	X					
Clean/Disinfect Exterior of Refrigerator(s) Including Handles, Sides, and Top			X	X	X	X	X	X					
Clean the Exterior of the Dishwasher(s)			X	X	X	X	X	X					
Wipe Down All Countertop Appliances and Dispensers and Ensure They Are Fully Stocked			X	X	X	X	X	X					
Clean/Disinfect All Sinks and Countertops	Remove All Stains and Mineral Buildup		X	X	X	X	X	X					
Clean/Disinfect All Tables, Chairs, and Benches			X	X	X	X	X	X					
Check Lockers for Marks and Clean as Needed, Including Handles, Sides, and Tops			X	X	X	X	X	X					
Check All Glass for Marks and Clean As Needed			X	X	X	X	X	X					
Check Walls for Marks and Clean As Needed	Clean and Polish Corner Guards		X	X	X	X	X	X					
Disinfect All Door Handles, Knobs, Push Plates/Bars, Fixtures, and Light Switches			X	X	X	X	X	X					

## Facilities Development Cleaning and Building Maintenance Schedule

Check Door(s) for Marks and Clean as Needed Including Disinfecting Handles and Contact Areas			X	X	X	X	X	X				
Pick Up Trash and Debris			X	X	X	X	X	X				
Empty Trash Receptacles and Recycle Bins	Receptacles Should Be Cleaned and Surfaces Around It		X	X	X	X	X	X				
Remove All Dirt and Debris from All Hard Floors and Resilient Surfaces	Corners, Cove Bases and Thresholds Shall Be Dust and Debris Free and Shall Be Visibly and Uniformly Clean		X	X	X	X	X	X				
Clean Resilient Floors by Auto Scrub or Wet Mop	Remove Any Scuffs, Stains or Other Markings Present		X	X	X	X	X	X				
Dust/Wipe Down All Window Sills and Ledges	Weekly									X		
Dust Walls and Fixtures Including Art, Heat Registers, Baseboards, Moldings, etc.											X	
Vacuum Carpets and Floor Mats	Check For Stains and Remove as Needed		X	X	X	X	X	X				
Vacuum Upholstered Furniture											X	

<b>RESTROOMS</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>W</b>	<b>M</b>	<b>Q</b>	<b>A</b>
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Task	Comments											
<b>APPA Level</b>												
Clean/Disinfect Toilets and Urinals	Check and Remove Scale as Needed		X	X	X	X	X	X				
Clean Walls and Bases Around Toilets and Urinals			X	X	X	X	X	X				
Clean/Disinfect Sinks and Countertops	Check and Remove Scale as Needed		X	X	X	X	X	X				
Clean Mirrors and Metal Frame Surrounding			X	X	X	X	X	X				
Wash and Polish All Hardware and Brightwork including Plumbing and Fittings	Check and Remove Scale as Needed		X	X	X	X	X	X				
Inspect All Plumbing, Hardware, and Dispensers for Leaks or Other Issues and Report			X	X	X	X	X	X				
Empty Trash and Sanitary Receptacles, Clean, and Polish			X	X	X	X	X	X				
Clean Partition Walls and Remove any Marks	Remove and Report Any Graffiti		X	X	X	X	X	X				
Clean Doors, Polish Handles and Kick plates, and Disinfect Handles and Contact Areas			X	X	X	X	X	X				
Clean/Polish and Restock All Dispensers			X	X	X	X	X	X				
Remove All Dirt and Debris from All Hard Floors and Resilient Surfaces	Corners, Cove Bases and Thresholds Shall Be Dust and Debris Free and Shall Be Visibly and Uniformly Clean		X	X	X	X	X	X				
Clean All Tile and Resilient Floors by Auto Scrub or Wet Mop	Remove Any Scuffs, Stains or Other Markings Present		X	X	X	X	X	X				
Clean/Disinfect Employee Shower on 1st Floor	Remove All Stains and Mineral Buildup, Polish Brightwork, and Wipe Down Shower Curtain		X	X	X	X	X	X				
Prime All Floor Drains or P-Traps										X		

## Facilities Development Cleaning and Building Maintenance Schedule

Restrooms will be cleaned twice per week with the use of an All Clean Machine.	Must have a high pressure output with on board dispensing and wet vac.				X			X						
Clean Air Intake/Exhaust Vents											X			

<b>CONFERENCE ROOMS AND STUDY ROOMS</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>W</b>	<b>M</b>	<b>Q</b>	<b>A</b>
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Task	Comments													
<b>APPA Level</b>														
Check All Glass For Marks and Clean As Needed			X	X	X	X	X	X						
Check Walls For Marks and Clean As Needed	Clean and Polish Corner Guards		X	X	X	X	X	X						
Disinfect All Door Handles, Knobs, Push Plates/Bars,			X	X	X	X	X	X						
Check Door(s) For Marks and Clean As Needed Including			X	X	X	X	X	X						
Check Dispensers And Ensure They Are Fully			X	X	X	X	X	X						
Pick Up Trash and Debris			X	X	X	X	X	X						
Empty Trash Receptacles and Recycle Bins	Receptacles Should Be Cleaned And Surfaces Around It		X	X	X	X	X	X						
Clean/Disinfect All Tables, Chairs, and Benches			X	X	X	X	X	X						
Remove All Dirt and Debris From All Hard Floors and	Corners, Cove Bases and Thresholds Shall Be Dust and Debris Free		X	X	X	X	X	X						
Clean Resilient Floors By Auto Scrub or Wet Mop	Remove Any Scuffs, Stains or Other Markings Present		X	X	X	X	X	X						
Dust/Wipe Down All Window Sills and Ledges	Weekly									X				
Dust Walls and Fixtures Including Art, Heat Registers,	Quarterly										X			
Vacuum Carpets and Floor Mats	Check For Stains and Remove As Needed		X	X	X	X	X	X						
Vacuum Upholstered Furniture											X			

<b>ALL STAIRWELLS</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>W</b>	<b>M</b>	<b>Q</b>	<b>A</b>
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Task	Comments													
<b>APPA Level</b>														
Pick Up Trash and Debris			X	X	X	X	X	X						
Remove marks on Walls, Doors, and Frames			X	X	X	X	X	X						
Clean Handrail and Door Handles			X	X	X	X	X	X						
Check All Glass for Marks and Clean as Needed			X	X	X	X	X	X						

## Facilities Development Cleaning and Building Maintenance Schedule

Sweep and/or Vacuum Steps/Landings and Remove all Dirt and Debris from them			X	X	X	X	X	X				
Clean Stairs, Risers, and Landings with Wet Mop	Employee Stairs Tue, Thurs, Sat Only		X	X	X	X	X	X				
Dust Walls and Fixtures Including Art, Heat Registers, Baseboards, Moldings, etc.										X		

<b>ELEVATOR CARS</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>W</b>	<b>M</b>	<b>Q</b>	<b>A</b>
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Task	Comments											
APPA Level												
Clean Walls, Doors, and Frame	Panels Streak Free and Metal Surfaces Polished to Shine		X	X	X	X	X	X				
Remove All Dirt and Debris from All Hard Floors and Resilient Surfaces	Tracks Shall Be Free of Dirt and Debris		X	X	X	X	X	X				
Clean Resilient Floors by Auto Scrub or Wet Mop	Tracks Shall Appear Clean and Free of Water		X	X	X	X	X	X				

<b>JANITORIAL ROOMS AND STOREROOM AREAS</b>	<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>W</b>	<b>M</b>	<b>Q</b>	<b>A</b>
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Task	Comments											
ALL SHELVING WILL BE KEPT STOCKED, ORDERLY AND FREE OF DUST AND DEBRIS			X	X	X	X	X	X				
ALL EQUIPMENT SHOULD BE ORGANIZED AND STORED ORDERLY AND CLEANED AFTER EACH USE			X	X	X	X	X	X				
Check Walls for Marks and Clean as Needed			X	X	X	X	X	X				
Check Door(s) for Marks and Clean as Needed Including Disinfecting Handles and Contact Areas			X	X	X	X	X	X				
Pick Up Trash and Debris			X	X	X	X	X	X				
Empty Trash Receptacles and Recycle Bins	Receptacles Should Be Cleaned and Surfaces Around It		X	X	X	X	X	X				
Remove All Dirt and Debris from All Hard Floors and Resilient Surfaces			X	X	X	X	X	X				
Clean Resilient Floors by Auto Scrub or Wet Mop			X	X	X	X	X	X				
Clean Floor Sinks and Brightwork	Check for Scale or Buildup, Remove, and Polish		X	X	X	X	X	X				
Check Dispensers and Ensure they are Fully Stocked			X	X	X	X	X	X				





**SERVICES CONTRACT AGREEMENT  
RFP NPL-JANITORIAL-2015**

Project: **Janitorial Services**

Company: **(Insert Name)**

Owner:Facilities Development, City of Nampa, Canyon County, Idaho, a municipal corporation

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between the City of Nampa, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and \_\_\_\_\_ hereinafter referred to "Company", a corporation organized under the laws of the State of Idaho.

1. Statement of Work: The Service Provider shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Contract Agreement	Specifications
Bid Proposal	Liability Insurance
Acknowledgements	Worker's Compensation
Personal Automobile Liability	Commercial Automobile Liability
Task Sheets	Fidelity Bond

Services to be Provided: Janitorial Services.

2. Amount of Contract:

3. Term of Contract: The work to be performed under this contract shall commence on March 14, 2015 and shall terminate September 31, 2015, a period to be prorated based upon a 12 month contract, unless sooner terminated as herein provided.

4. Indemnification and Insurance: Service Provider shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Service Provider, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Service Provider shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Service Provider covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or

liability to persons or property. Service Provider shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Service Provider's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Service Provider shall immediately submit proof of compliance with the changed limits.

Additionally, the Service Provider shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this Agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Service Provider shall require that sub proposer provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Additionally, Vendor shall have and maintain Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when they are owned vehicles. Personal Automobile Liability coverage, in the minimum amount of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability,

A Fidelity Bond shall be acquired, also known as an Employee Dishonesty Bond with the minimum amount of \$50,000. This bond is to protect the city and it employee's money, securities and property against loss caused by Proposers employees or agents' dishonesty.

Proof of all insurance shall be submitted to City of Nampa, Facilities Development, 310 13<sup>th</sup> Ave South, Nampa, ID 83651.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to CITY.

Proof of all insurance shall be submitted to City of Nampa, Facilities Development, 310 13<sup>th</sup> Ave South, Nampa, ID 83651.

5. Independent Proposer: In all matters pertaining to this agreement, Service Provider shall be acting as an independent Service Provider, and neither Service Provider, nor any officer, employee or agent of Service Provider will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

6. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Service Provider according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Council approval.

7. Method of Payment: Service Provider will invoice Facilities Development directly for all

current amounts earned under this Agreement. Owner will pay all invoices within forty five (45) days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Nampa  
Facilities Development  
310 13<sup>th</sup> Ave South  
Nampa, ID 83651

Service Provider's Name  
Service Provider's Address  
City, State, Zip

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Service Provider shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Service Provider, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Service Provider. In the event that any event of force majeure as herein defined occurs, Service Provider shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that Service Provider shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

13. Discrimination Prohibited: In performing the Services required herein, vendor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability.

14. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

15. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Service Provider's records with respect to all matters covered by this Agreement. Service Provider shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Compliance with Laws: In performing the scope of services required hereunder, Service Provider shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Service Provider's compensation, which are mutually agreed upon by and between the Owner and the Service Provider, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Service Provider shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Service Provider, and the Owner may withhold any payments to the Service Provider for the purposes of set-off until such time as the exact amount of damages due the Owner from the Service Provider is determined. This provision shall survive the termination of this agreement and shall not relieve the Service Provider of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in section two of this agreement.

19. Termination for Convenience of City: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Service Provider. If the Agreement is terminated by the Owner as provided herein, Service Provider will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Service Provider covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Service Provider, Section 18 hereof relative to termination shall apply.

20. Service Provider to Pay or Secure Taxes: The Service Provider in consideration of securing

the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Service Provider's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Nampa City may withhold from any payment due the Service Provider hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Service Provider is liable.

21. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this Agreement upon 30 (thirty) days' notice.

22. Renewal: This agreement shall be valid from March 14, 2015 through September 31, 2015 a period to be prorated based upon a 12 month contract, unless sooner terminated as herein provided. This agreement is renewable upon mutual agreement by both parties. **Three (3) annual** renewals shall be allowed. Bidder may request an equitable price adjustment to reflect current market conditions during the renewal process.

Price Adjustment: The City may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The City shall determine whether the requested contract price increase or an alternate option is in the best interest of the City. Any agreed upon contract price changes will be applied to each specific location under the contract and documented as part of the renewal requested.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Nampa.

25. Approval Required: This Agreement shall not become effective or binding until approved by the City of Nampa.

END OF AGREEMENT.



RFP NPL-JANITORIAL-2015

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Department Date

CITY OF NAMPA

APPROVED BY:

\_\_\_\_\_  
Robert L. Henry, Mayor Date

ATTEST:

CONTRACT AMOUNT:

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\_\_\_\_\_  
City Clerk Date