

RFP for
Janitorial Services

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that sealed proposals for **Janitorial Services** for all city facilities will be accepted by Heber City Corporation. Proposals will be accepted at the office of the City Recorder, 75 North Main Street, Heber City, Utah until Thursday, September 20, 2018 at 1:00 p.m. **Said proposals shall be sealed and clearly marked on the envelope's exterior.** There will be a **mandatory pre-proposal meeting** on Thursday, September 13, 2018 at 1:00 p.m. in the Council Chambers Meeting Room in City Hall located at 75 North Main Street, Heber City, Utah. Specifications and proposal forms can be obtained on the City's website at <http://ci.heber.ut.us/Bids.aspx>. Each proposal shall be submitted only in conformance with the Request For Proposal guidelines.

Heber City Corporation reserves the right to accept or reject any or all proposals, or any part of any proposal, including the right to waive any informality or irregularities in any part of any proposal. All questions should be submitted in writing to Mark Rounds at mrounds@ci.heber.ut.us.

PROPOSAL INFORMATION FOR CONTRACTORS

1. Schedule of Activities

The tentative schedule of key milestones related to Heber City (City) Janitorial Services Request for Proposal (RFP) is as follows:

RFP Release August 30, 2018

Mandatory Pre-Bid Meeting and Tour of Facilities 1:00 p.m. September 13, 2018

Receipt of Proposals to City 1:00 p.m. September 20, 2018

Contract Award Date October 2, 2018

First day of janitorial services October 8, 2018

2. General Scope and Location of Work

The Janitorial Services Contract (Contract) will be an outcome based contract that must comply with the City's standard General Services Contract (**Attachment A**) and Contract Specifications (**Attachment B**). The Contractor is responsible for developing the Monthly Service Prices necessary to conform to the Contract Specifications that are applicable to the service areas being proposed on. The proposal is to be presented with the total monthly service cost for each site.

The work to be performed under the Contract consists of furnishing all labor, insurance, and equipment (materials are optional-see exhibit D Service Price Form) needed to perform the services.

Location of work

1. City Hall Building-- 75 North Main Street, Heber, Utah
2. Public Safety Building --301 S. Main, Heber, Utah
3. Public Works Offices—749 W. 300 S, Heber, Utah
4. Cemetery/Parks Offices—680 N. 550 E., Heber, Utah
5. Airport Offices—630 Airport Road, Heber, Utah

3. Examination of RFP and Contract Documents

Contractor shall thoroughly examine and be familiar with the terms of this RFP, legal and procedural documents, the City's standard General Services Contract, the Contract Specifications, and any addendums to this RFP. Submission of a proposal shall constitute acknowledgment that the Contractor has thoroughly examined and is familiar with the RFP and required Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve the Contractor of any obligation with respect to Contractor's proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

Submission of a proposal is entirely voluntary. No compensation is offered for any work related to preparation of the proposal or the selection process.

4. Interpretations of Contract Documents

No oral representations or interpretations will be made to any Contractor as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing and emailed to the person identified below by September 17, 2018. All requests for interpretation must be emailed to: Mark Rounds: mrounds@ci.heber.ut.us.

No other individuals are to be contacted regarding this RFP. If any of the requests for interpretations require amendment of the RFP or associated Contract Specifications, an addendum will be posted to the website.

5. Proposals

Proposals shall be in written form and must include the information requested by the City. All proposals shall give all information requested therein, and shall be signed by the Contractor or an authorized representative(s) with authority to execute a legally binding contract. Unauthorized conditions, omissions, or limitations attached to a proposal may render the proposal non-responsive and may cause its rejection.

Six (6) copies of the proposal shall be enclosed in a sealed envelope or box, labeled and delivered to the office of **City Recorder, 75 North Main Street, Heber City, Utah by September 20, 2018 at 1:00 pm.** Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered. Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted.

No Contractor may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Proposals must include, at a minimum, the following information:

A. Cover Letter: The cover letter shall include a statement of Contractor's approach for providing Janitorial Services to the City, the name of the company submitting the proposal, the mailing address, telephone number, fax number, email address, and the name of the contact person. The cover letter shall also identify any exceptions to the City's standard general services contract included in **Attachment A**. **Cover Letter section shall be a maximum of one page.**

B. Certification of Proposal: Each proposal shall include a certification of the proposal as shown in **Attachment E**.

C. Statement of Qualifications (SOQ): Provide a brief overview of the company's qualifications related to the successful completion of the required services. Describe the company's overall organization structure as it will relate to this project. Identify personnel that will be assigned to the contract team along with a brief summary of experience for each key member of the proposed contract team. All proposed subcontractors shall be identified. Describe management personnel's experience with accounts of similar size and scope. Include a detailed description of the company, employee position categories, and current number of employees in each category.

Detail any involvement, past or current, relative to litigation or other disputes (if any) concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended and state any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. **SOQ section shall be a maximum of two pages.**

D. Financial Stability: The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop notices, judgments, lawsuits and foreclosures, or any such actions filed or resolved in the past seven (7) years. Also, furnish a statement of financial resources demonstrating that the company has the ability to maintain a staff of regular employees or contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable. **Financial Stability section shall be a maximum of one page.**

E. Customer Service and Quality Assurance (CS&QA): Discuss the company's customer service and quality assurance philosophy and processes. Provide a summary of standard quality assurance procedures that will be applied to the contract. **CS&QA section shall be a maximum of one pages.**

F. Service Price Form: The required Service Price Form is included in **Attachment D**. Contractor shall include a Monthly Service Price for each of the facilities requiring service and pricing for all other services included on the form.

Prices provided shall cover all labor, materials and supplies, and transportation related costs necessary for the completion of and fulfillment of the required services per the sample contract and the Contract Specifications for each identified service area.

Extra Work that is considered general janitorial services (per the contract specifications) shall be paid at the hourly rate included on the Service Price Form. Any Extra Work required that is above and beyond the scope of work provided in this RFP and is not considered general janitorial services will be completed at a negotiated price.

The Contract Specifications will be an attachment to the contract. Monthly service prices shall include all applicable federal, state, and local taxes.

G. Conflict of Interest: Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. **Conflict of Interest section shall be a maximum of one page.**

6. Award of Contract

Upon City Council approval, a contract may be awarded. The City reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures.

The selected Contractor will be required to execute a Janitorial Services Contract with the City. A sample general services contract is included in **Attachment A**. The applicable Contract Specifications, included

in **Attachment B**, will be included in the final contract. Contract specifications that apply to service categories not proposed on will be deleted from the final contract documents.

Please note the selected contractor is required to be in compliance with all applicable labor laws and regulations. Note: Employees who will have access to the City's Public Safety building will be required to undertake a Bureau of Criminal Identification (B.C.I.) back ground check.

7. Contract Term and Extension

The Contract Term will be for a period of 3 years and shall include the option for one three-year extension. If an extension is granted, the Monthly Service Prices plus allowed escalation will still be in effect.

The award of the contract, if any, will be for a period commencing on October 8, 2018 and expiring on September 30, 2021. The Contractor's initial proposed pricing must be in effect for up to twelve months. The Contractor will receive a 1.5% escalation for monthly services on the following dates: October 1, 2019 and October 1, 2020. With the exception of the allowed escalation, the Contract proposal price shall remain in effect for the duration of the contract. The City will have the option to extend the contract by one three-year term.

8. Selection Criteria

The City will evaluate and rank proposals based on the selection criteria that is identified below. All items are equally weighted.

- A. Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- B. Previous experience in providing a high level of quality service on like-sized public and private projects and demonstration of a high level of understanding of public finance practices.
- C. A high level of competence, knowledge, and expertise in the area of Janitorial Services.
- D. Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- E. Cost effectiveness of proposal.

9. Identification of Subcontractors

Contractor(s) may use subcontractors for various functions or may put together a full-service proposal, utilizing subcontractors to supplement functions not provided directly by the lead contractor. All subcontractors shall be approved by the City prior to any work being completed by a subcontractor. Proposed subcontractors shall be identified in the Statement of Qualifications section of the proposal and must pass a Bureau of Criminal Identification (B.C.I.) back ground check.

10. Insurance

Contractor shall, at no cost to the City, obtain and maintain during the term of the Contract those insurance amounts listed in the general service contract agreement included as Attachment A.

11. Inspection of Work

Contractors shall inspect the work sites to determine locations of the proposed work and the actual conditions of and at the sites. Contractors may request by email additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to determine the conditions of the work sites and the extent of work to be performed.

12. Public Records

Each Contractor is hereby informed that upon submittal of its proposal to the City, the proposal is the property of the City.

- A. City shall consider each proposal subject to the public disclosure requirements of the Utah Records Act, unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is confidential, based on state and federal law. Note that under Utah law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

Attachment A

SAMPLE CONTRACT FOR SERVICES

THIS CONTRACT is made on October _____, 20 __, by and between Heber City Corp (“City”), and _____ (“Consultant/Contractor”).

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, dated _____, 20 __, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit B** (“Scope of Work”). This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:

The services of Consultant/Contractor are to commence upon execution of this Contract by the City for a term of three years, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as Exhibit B.

Consultant/Contractor’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of 3 years.

3. COMPENSATION:

The Consultant/Contractor shall be paid monthly for the actual fees, costs and expenses but in no event shall total compensation exceed _____ (\$ _____), without City’s prior written approval.

Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 60 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right there in whatsoever.

B. upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have

been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

C. Additionally, it is agreed that the parties intend this to be a contract for services.

8. COMPLIANCE WITH LOCAL LAW:

Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be the City's responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist the City in providing the same.

9. WARRANTIES AND RESPONSIBILITIES CONSULTANT/CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to the City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor's profession.

Consultant/Contractor represents and warrants to the City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that the City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from the City of the desire of the City for the removal of such person or persons.

D. Except as set forth in **Exhibit D**, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. The City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either

directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, and sub-contractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, the City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the comparable State Compensation Insurance Funds of Utah).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment. If any of the insurance coverage's required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the City's protection are allowed without the City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Utah Labor Code, Title 34, Utah Code Annotated, Section 3700, on the form provided in the Contract Documents.
2. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

1. The insurance shall be provided so as to include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subcontractors work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.
2. The commercial general liability insurance shall also include the following:
 - Endorsement equivalent to identify, and protect the City, its officers, officials, employees, agents, and volunteers as additional insured's. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - Endorsement stating insurance provided to the City shall be primary as respects to the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.
 - Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.

1. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

2. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above).

17. MISCELLANEOUS PROVISIONS:

A. Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses: (to be filled in later).

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of Utah.

G. Venue. Any action arising out of this Contract shall be brought in Wasatch County, Utah, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

NAME:

COMPANY:

ADDRESS

_____ (Authorized Signature)

Heber City, a municipal corporation

_____ (Authorized Signature)

City Manager

Print Name

Dated

ATTEST:

APPROVED AS TO FORM:

City Clerk

Mark Smedley, City Attorney

Dated

Dated

EXHIBIT B CONTRACT SPECIFICATIONS

EXHIBIT C CERTIFICATE OF COMPLIANCE

EXHIBIT D SERVICE PRICE FORM

EXHIBIT E PROPOSAL CERTIFICATE

Attachment B: Contract Specifications

Section 1: General Conditions

All work shall conform to the General Conditions. Payment for conformance with this section is included in the accepted monthly service price.

1.1 Hours and Days of Maintenance

Contractor shall perform the required maintenance services between the hours of 4:00 p.m. and 6:00 a.m., Monday through Friday and on weekends for Public Safety Building and after 6:00 p.m. for all other buildings. Any modification to the hours and days of maintenance services is subject to approval by the City.

1.2 Periodic Project Inspections

Upon City's request, Contractor shall walk the project with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. Contractor's representative must be authorized to sign documents and make changes to the work.

1.3 Acceptance

Acceptance by the City of any services furnished under the Contract shall occur only subsequent to a final review of authorized employees of the City. Payment of services is dependent upon acceptance of the work completed. The City will reject and refuse payment for any and all non-conforming services.

1.4 Payment

The price paid per month for each facility will be based on the accepted Monthly Service Price Form provided by Contractor for each city facility. Payment will be made only for work that is determined to be in substantial compliance with these specifications.

1.5 Extra Work

Work determined to be not included in these contract specifications will be paid for as Extra Work. All Extra Work shall be approved by the City in writing prior to initiating the work. Payment shall not be made for Extra Work completed prior to receipt of City approval.

1.6 Invoices

Contractor's invoice shall include all monthly services that were provided and the line item shall reflect the agreed upon Monthly Service Price. Contractor may be required to provide account coding detail on invoicing documentation. All invoices shall be mailed to:

75 North Main Street, Heber City, Utah, 84032

1.7 License Requirements

- City of Heber Business License

1.8 Safety

Safety provisions shall conform to all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize itself with the

aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

Contractor shall develop and maintain for the duration of the Contract a safety program that effectively incorporates and implements all required safety provisions.

All chemicals/products used must be pre-approved by the City and must always be accompanied by each chemicals/products MSDS.

1.9 Response Time

All Contractor employees shall have access to contract supervision and shall be immediately available at all times Contractor employees are working on sites. Contractor supervisor or identified substitute shall be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Contract, or when needed within two (2) hours of initial contact.

1.10 Qualified Contractor Supervision

Contractor's supervisors must be qualified, proficient in English, trained, and capable of providing adequate supervision and direction of Contractor's employees. Each supervisor must demonstrate verbal and written communication skills sufficient for the work required herein.

1.11 Contractor's Employees

Contractor and its employees are agents of Heber City and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to require Contractor to remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco within twenty feet of any entrance to a public building.

1.12 Uniforms

Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include Contractor's name and logo (if any).

1.13 Equipment

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City property, private property, or any injuries caused by Contractor's equipment or personnel. Any leaking equipment shall be repaired or removed from the site. Contractor will be required to cleanup any spills generated from Contractor-owned equipment.

1.14 Locks and Keys

Contractor shall be responsible for the series of keys assigned to Contractor and shall assign these keys to its personnel for use in maintaining the facilities. Contractor shall properly use and keep safe all keys or locks issued by the City to Contractor.

Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

Upon termination or cancellation of the Contract, Contractor shall immediately return all keys, cards, remotes, etc., to the City. Contractor shall reimburse the City for the total cost of lost items.

Section 2: Scope of Services/General requirements

All areas that require service are identified below. Additionally, the frequency of the required service is also identified. The City reserves the right to increase or decrease the number of days, at any one facility

2.1 Site Locations

1. City Hall Building-- 75 North Main Street, Heber, Utah
2. Public Safety Building –301 S. Main, Heber, Utah
3. Public Works Offices—749 W. 300 S, Heber, Utah
4. Cemetery/Parks Offices—680 N. 550 E., Heber, Utah
5. Airport Offices—630 Airport Road, Heber, Utah

2.2 Restroom cleaning

Cleaning restrooms shall consist of:

- Cleaning and disinfecting walls, ceilings, partitions, doors, faucets, sinks, toilets, urinals, flush valves, toilet paper dispensers, sanitary napkins receptacles, sanitary napkin dispensers, paper towel dispensers, soap dispensers, baby changing stations etc.
- Clean and polish mirrors.
- Empty all trash receptacles, install new liners and disinfect as needed.
- Restock all soap, paper towels and toilet paper.
- Pick up any trash on the floor, in sinks, or otherwise discarded in the restroom.
- Wet mop floors.

2.3. Office Area/Common Area Cleaning

Office area/common area cleaning shall include:

- Vacuum all carpeted areas, including but not limited to: all open areas, hallways, under desks, under counters, wall edges, and under furniture. Vacuuming shall also be completed more than one time per week as necessary to vacuum significant visible dirt, paper, or other types of debris.
- Dust mop or sweep all floors one time per week; including but not limited to: all floors that have finishes other than carpet. Dust mopping or sweeping shall also be completed more than one time per week as necessary to remove significant visible dirt, dust, paper, or other types of debris.
- Wet mop all floors one time per week (on a different day of the week than the day selected for dust mopping) that consist of finishes other than carpet. More frequent wet mopping may be necessary

and shall be completed as needed to cleanup anything that may be considered a health and safety issue, spilled liquids, or any other materials that may require mopping to remove or otherwise cleanup.

- Dust and clean all furniture, partitions, etc, as necessary.
- Empty all trash receptacles, install with new liners and disinfect if needed.
- Pick up trash, cigarette butts within a 30' perimeter of facility.
- Pick up any trash on the floor, in sinks, or otherwise discarded in the restroom.

2.4 Kitchen/Breakroom Cleaning

Kitchen/Breakroom cleaning shall include:

- Clean and disinfect all counters, sinks, faucets, tables, chairs.
- Spot clean all ceilings and walls.
- Polish all stainless steel surfaces.
- Empty all trash receptacles, install with new liners and disinfect if needed
- Clean microwave inside and out with an all-purpose cleaner/disinfectant, when needed.
- Clean stovetop with an all-purpose cleaner/disinfectant as needed.
- Clean oven once per month with a cleaner that is able to remove all cooked on food particles or spilled liquids.
- Clean refrigerator inside and out with an all-purpose cleaner/disinfectant every other month.
- Dust mop or sweep all floors one time per week; including but not limited to: all floors that have finishes other than carpet, tile, linoleum, wood, brick or concrete. Dust mopping or sweeping shall also be completed more than one time per week as necessary to remove significant visible dirt, dust, paper, or other types of debris.
- Wet mop all floors one time per week (on a different day of the week than the day selected for dust mopping) that consist of finishes other than carpet: including, but not limited to: tile, linoleum, wood, brick and concrete. More frequent wet mopping may be necessary and shall be completed as needed to cleanup anything that may be considered a health and safety issue, spilled liquids, or any other materials that may require mopping to remove or otherwise cleanup.
- Dust and clean all furniture, cabinets and drawers, as necessary.

2.5 Work Out Facility at Public Safety Building

Cleaning the Public Safety Work Out Facility shall consist of:

- Cleaning and disinfecting walls, ceilings, partitions, doors, faucets, sinks, toilets, flush valves, toilet paper dispensers, sanitary napkins receptacles, sanitary napkin dispensers, paper towel dispensers, soap dispensers, etc.
- Clean and polish mirrors.
- Empty all trash receptacles, install new liners and disinfect as needed.

- Restock all soap, paper towels and toilet paper.
- Pick up any trash on the floor, in sinks, or otherwise discarded in the restroom.
- Dust mop or sweep all floors one time per week; including but not limited to all floors that have finishes other than carpet. Dust mopping or sweeping shall also be completed more than one time per week as necessary to remove significant visible dirt, dust, paper, or other types of debris.
- Wet mop all floors one time per week (on a different day of the week than the day selected for dust mopping) that consist of finishes other than carpet: including, but not limited to: tile, linoleum, wood, brick and concrete. More frequent wet mopping may be necessary and shall be completed as needed to cleanup anything that may be considered a health and safety issue, spilled liquids, or any other materials that may require mopping to remove or otherwise cleanup.

2.6 Floor Striping, Waxing, Polishing, Buffing

As part of this agreement all floors shall be striped, waxed, and polished/buffed two times per year. All striping, waxing, polishing, buffing must be done in accordance with the flooring manufactures recommendations as well as industry standards. This section applies to, but is not limited to, all tile, wood, linoleum, brick or concrete floors. These services will be completed after hours and on a Friday or Saturday allowing the weekend to cure or as directed by the City.

2.7 Cob Web Removal

Remove all cob webs from light fixtures, pictures, ceilings, walls, speakers, electronics etc as needed.

2.8 HVAC Vent Cleaning

Clean all return air vents, supply air vents, evaporative cooler vents, exhaust fans vents, stove exhaust vents/grills, micro wave exhaust vents etc as needed.

2.9 Window Cleaning

The interior and exterior windows shall be cleaned once per year using a method and materials that results in a clean and streak free window.

3.0 Check List

Contractor must provide completed check list (provided by City) at completion of each site cleaning.

**EXHIBIT C CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 34A of
the Utah Code Annotated**

Labor Code § 34A UCA

I am aware of the provisions of Title 34A of the Utah Code Annotated which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT/CONTRACTOR

By: _____

Title _____

Print Name _____

Date _____

Exhibit D Service Price Form

Buildings Monthly

1. City Hall Building---Two (2) Cleaning day per week \$ _____ per month with supplies;
\$ _____ per month without supplies.

2. Public Safety Building--- Two (2) Cleaning days per week \$ _____ per month with supplies;
\$ _____ per month w/out supplies.

3. Public Works Offices--- Two (2) Cleaning days per week \$ _____ per month with supplies;
\$ _____ per month w/out supplies.

4. Cemetery/Parks Office--- One (1) Cleaning day per week \$ _____ per month with supplies;
\$ _____ per month w/ut supplies.

5. Airport Office---One (1) Cleaning day per week \$ _____ per month with supplies;
\$ _____ per month without supplies.

With Supplies: Payment for all labor, insurance, equipment, materials, and transportation related costs shall be included in the monthly service price.

Without Supplies: Payment for all labor, insurance, equipment and transportation costs shall be included in the monthly service price.

Note: The Contractor must agree to perform the described work for the prices indicated on the submitted Service Price Form. The initial proposed pricing shall be in effect until October 1, 2019. The Contractor will receive a 1.5% escalation on Service Prices on each of the following dates: October 1, 2019 and October 1, 2020. With the exception of the allowed escalation, the Contract bid price shall remain in effect for the duration of the contract. The City will have the option to extend the contract by one three year term.

Exhibit E Proposal Certification

Name of Contractor: _____

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This Contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Contractor and that the Contractor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This Contractor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.
- VI. The proposal by this Contractor is an irrevocable offer and shall be valid for 120 days from the date of submission.

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____