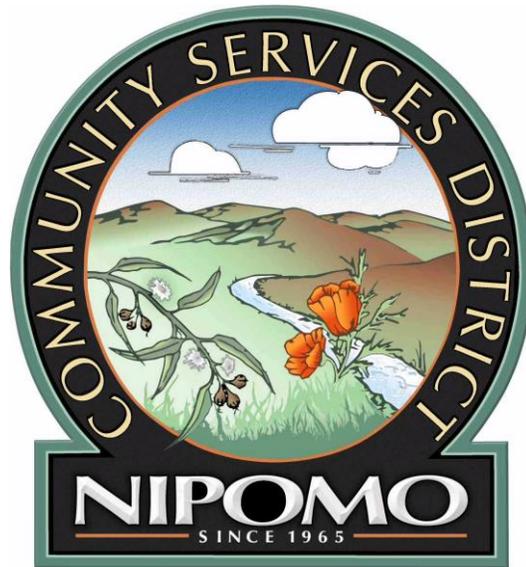


NIPOMO COMMUNITY SERVICES DISTRICT



REQUEST FOR PROPOSALS

JANITORIAL SERVICES

148 SOUTH WILSON STREET

PROPOSALS DUE BY 4:00 PM, MARCH 23, 2018

**NIPOMO COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSAL
JANITORIAL SERVICES**

SUMMARY STATEMENT

The Nipomo Community Services District (“District”) requests proposals from qualified vendors for professional janitorial services for the District’s office building (office) located 148 South Wilson Street and the District’s field operations building (shop) at 509 Southland Street in Nipomo, California. The District is intending to contract with the most qualified vendor for an initial period of two year with the option of two additional two-year period at the sole option and discretion of the District.

I. INTRODUCTION AND GENERAL INSTRUCTIONS

Inquiries and proposals should be directed to:

Lisa Bognuda, Finance Director
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444
805-929-1133
Email: lbognuda@ncsd.ca.gov

Qualified firms are invited to submit two (2) copies along with one (1) electronic copy (CD) that meet the requirements described in this Request for Proposal (RFP). The deadline for submitting proposals is:

4:00 p.m., March 23, 2018

Proposals arriving after the specified date and time will not be considered. Each proposer assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals: Any proposal may be withdrawn or modified by a written request signed by the firm and received by District prior to the final time and date for the receipt of proposals. Once the deadline is past, firms are obligated to fulfill the terms of their proposal.

District is not liable for any cost incurred by proposers prior to the issuance of a contract. District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposal. District further reserves the right to accept the proposal that it considers to be in the best interest of District.

District reserves the right to obtain clarification of any information in a bidder’s proposal or to obtain additional information necessary to properly evaluate a proposal. All proposals become the property of District and are subject to disclosure under public disclosure laws. District will consider a bidder’s request for exemption from disclosure to the extent permitted by law.

ABOUT THE DISTRICT

Nipomo Community Services District was organized January 28, 1965 under the provisions of the California Community Services District Law (Sections 61000 et seq. of the Government Code of the State of California) for purposes of supplying water for domestic, irrigation, sanitation, industrial, commercial, recreation and fire suppression use. The District is located off of Highway 101 on the central coast of California between San Francisco and Los Angeles, in San Luis Obispo County. The District includes approximately 4,450 acres of land comprising seven square miles. The District's service area includes portions of the unincorporated area of Nipomo and currently serves a population of approximately 13,300. The District provides water service to approximately 4,300 customer accounts and provides sewer service to approximately 3,500 customer accounts under two separate wastewater systems, the Town Sewer Division and the Blacklake Sewer Division.

The District has operated under the Board of Director-General Manager form of government since its inception. Policy-making and legislative authority are vested in a governing board (Board) consisting of five members elected on a non-partisan basis by qualified voters in the District to four-year terms. Board members serve overlapping four-year terms. The Board employs the General Manager who is responsible for carrying out the policies of the Board, for overseeing the day-to-day operations of the District and the hiring of all District employees

DISTRICT'S OFFICE BUILDINGS

The District's office is located at 148 South Wilson Street in Nipomo and is approximately 3,500 square feet. The shop is located at 509 Southland Street Nipomo and is approximately 3,600 square feet.

II. SCOPE OF SERVICES

A. Work Schedule

The contractor shall provide weekly janitorial services on Tuesdays starting after 4:30 p.m. and completed by 11:59 p.m. District may require schedule changes at certain times and shall notify the contractor in advance.

B. Regular Weekly Service Required

The contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following on each weekly service:

- a. Empty all wastebaskets and trash containers, including recycling bins, and, where appropriate, insert new plastic liners in wastebaskets and containers.
- b. Dispose of regular and recyclable waste (including cardboard materials) in the appropriate containers and keep recyclable waste separate from regular waste.
- c. Sweep and wet-mop all non-carpeted floors.
- d. Vacuum all carpet areas.
- e. Sweep and wet mop with disinfectant detergent all bathroom floors and locker rooms. Clean all fixtures with disinfectant detergent, including urinals, toilets, washbasins, showers, countertops, mirrors, door handles, waste receptacles and dispensers. Wipe down

tile walls and toilet partitions. Pour disinfectant cleaner down floor drains to prevent entry by sewer gas. Empty, clean and disinfect sanitary napkin receptacles, replace soiled liners with new ones.

- f. Clean and disinfect all kitchen and breakroom sinks, countertops, fixtures, mirrors, and outside surfaces of microwaves and refrigerators.
- g. Clean both sides of all entrance door glass/windows (including Board Room) at main office.
- h. Clean both sides of glass customer service window at main office.
- i. Dust furniture, countertops, cabinet surfaces, chairs, conference tables and window sills with a treated dust cloth. (personal desks need not be dusted)
- j. Clean and disinfect all door handles and bars and wipe down door jams.
- k. Clean and disinfect water fountains at main office.
- l. Sweep all outside entrances and exits at main office and clean all cigarette receptacles and empty trash receptacles.
- m. Close all office doors. Turn out all lights. Lock doors and set alarm upon completion of janitorial service.

C. Monthly Service Required

The contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following once per month:

- a. Clean vents and skylight domes in all bathrooms.
- b. Clean or polish kick plates, push plates and push bars.
- c. Dust and clean all air conditioning vents, return grills and surrounding ceiling tiles and fans.
- d. Spot clean all doors and wall surfaces within approximately 72” of the floor.

D. Semi-Annual Service Required

The contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following twice every 12 months (May and November):

- a. Wash windows on the inside and outside and clean screens at both locations. Schedule should be given to the District at least one week in advance for approval by the District.

E. Annual Service Required

The contractor shall furnish a crew of one (1) or more reliable and experienced janitors to accomplish the following once every 12 months (December):

- a. Shampoo all carpets at both locations. Schedule should be given to the District at least one week in advance for approval by the District.

III. SUPPLIES AND EQUIPMENT

- a. Contractor must supply all cleaning equipment and supplies to complete the scope of work. This includes, but is not limited to mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders and disinfectants. If supplies and equipment are stored on site, they must be stored neatly in janitor closet.
- b. Cleaning products are to be environmentally safe, Green Seal certified products. Contractor shall provide safety data sheets (SDS) for all products used.

IV. PROPOSAL FORMAT AND CONTENT

Proposals shall include, at a minimum, the following information (provide additional information, as appropriate):

1. Executive Summary – Include a one page overview describing the highlights of the proposal.
2. Scope of Work – Include a detailed breakdown and description of services to be provided as a result of the Scope of Services listed in this RFP.
3. Detailed Cost Proposal – Provide an itemized cost proposal for the period May 1, 2018 through April 30, 2019.
4. Contractor References – Provide a list of at least three recent customers, including the organization name, contact person, address, and telephone number.
5. The contractor shall be required to present proof of insurance and indemnify the District in accordance with the enclosed Sample Agreement for Services (Attachment A).

V. TIME CONSIDERATIONS AND REQUIREMENTS

- | | | |
|----|----------------|-----------------------------------------------|
| a. | March 1, 2018 | Requests for Proposals distributed |
| b. | March 16, 2018 | Mandatory site walk-through at 1:00 p.m. |
| c. | March 23, 2018 | Deadline for submitting proposals to DISTRICT |
| d. | April 6, 2018 | Evaluation of proposals completed |
| e. | May 1, 2018 | Tentative contract effective date |

Proposals shall remain in effect and legally binding for a minimum of 90 days from the opening date.

VI. SELECTION PROCESS, CRITERIA AND SCORING

The District will have a Selection Committee for the evaluation of proposals. The selection of a vendor

and subsequent award will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. Vendors should submit information sufficient for the District to easily evaluate proposals with respect to the selection criteria. The absence of required information shall cause the proposal to be deemed non-responsive and shall be cause for rejection.

Proposals will be scored on the following selection criteria:

SELECTION CRITERIA	MAXIMUM POINTS
Vendor Background Information	10
Contract Understanding	25
Vendor Experience	15
Quality Assurance/Quality Control	40
Pricing	10
Total Points Possible	100

VII. CONTRACT

District reserves the right to reject any or all proposals and to waive any irregularities or informality in any proposal whenever such rejection of waiver is in the interest of District.

Time is of the essence in awarding the agreement. The District reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement (see sample agreement, as Attachment A, which contains the required contractual language) within two (2) weeks after the notification of intent to award.

VIII. SUBMITTAL

Responses to this Request for Proposals must be received by 4:0 p.m. on March 23, 2018. Two copies of the submittal in a sealed envelope that is marked “**District Janitorial Services Proposal**” plus a PDF copy of the proposal via email are required. Responses are to be sent to:

Lisa Bognuda, Finance Director
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444
805-929-1133
Email: lbognuda@ncsd.ca.gov

CONTACT FOR QUESTIONS AND COMMENTS

Finance Director, Lisa Bognuda at 805-929-1133 or via email at lbognuda@ncsd.ca.gov questions and clarifications regarding this request for proposal.

LIST OF ATTACHMENTS

Attachment A – Sample Agreement for Services (includes insurance requirements)
Attachment B – Cost Proposal Sheet

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL SERVICES AGREEMENT**

This General Services Agreement (“Agreement”) is entered into as of _____, 2018 (“Effective Date”), between Nipomo Community Services District, a California special district (“District”), and _____, a _____ (“Contractor”).

RECITALS

Whereas, District issued a Request for Proposals for janitorial services on _____, 2018 (the “RFP”); and

WHEREAS, Contractor submitted its proposal dated _____, 2018 (the “Proposal”), in response to the RFP; and

WHEREAS, District desires to use the services of Contractor as an independent contractor to provide janitorial services at the locations and in accordance with the specifications set forth in the RFP; and

WHEREAS, Contractor represents that it has the experience and holds all necessary licenses and certificates to practice and perform the services covered in this Agreement;

NOW, THEREFORE, for an in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Scope of Services; Compensation. The Scope of Services to be provided under this Agreement and the compensation to be paid Contractor are attached hereto and incorporated herein as Exhibit A. The annual compensation amount may not exceed \$_____, plus consumables, which are priced separately and estimated to be not more than \$_____ per year.

2. Time of Performance; Term. The services of Contractor are to commence upon execution of this Agreement and shall be carried out in accordance with the schedule set forth in Exhibit A. This Agreement shall continue for a period of two (2) years from the date of execution, unless terminated as provided herein or as otherwise agreed to in writing by the parties. District reserves the right, at its sole discretion, to renew this Agreement for up to two (2) additional two-year periods.

3. Method of Payment. Contractor shall submit monthly billings to District describing the work performed during the preceding month. District shall pay Contractor no later than 30 days after approval of the monthly invoice by District. Contractor shall not receive compensation for any services provided outside the Scope of Services identified in Exhibit A to this Agreement without a written amendment to this Agreement executed by all parties to this Agreement.

4. Indemnity. Contractor agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and volunteers (the “Indemnitees”) from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including related costs and expenses), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of District, its officers, agents, employees, or volunteers. This defense obligation shall apply without any advance showing or finding of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors whenever any claim, demand, action, loss, damages, injuries, or suit asserts liability

against the Indemnitees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement.

5. Insurance Requirements. Contractor, at its own cost, shall maintain insurance as required and set forth on the Exhibit B - Insurance Requirements, attached hereto and incorporated herein by this reference.

6. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon 15 days' written notice of termination. Upon termination, Contractor is entitled to compensation for services performed to the date of termination.

7. Notices. Any and all notices required under this Agreement shall be provided by either personal delivery or U.S. mail and shall be addressed as set forth below.

CONTRACTOR

DISTRICT

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326

Attn: _____

Attn: _____

8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Contractor's interest in or performance of this Agreement without District's prior written consent.

9. Miscellaneous provisions.

a. Ownership of Documents. Contractor shall maintain documents and records related to this Agreement for a period of three years and shall make them available at District's request.

b. Independent Contractor; Absence of Conflicts. The parties agree that Contractor is acting as an independent contractor and not as an agent or employee of District. Contractor shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except to the limited extent set forth in this Agreement. Contractor shall obtain no rights to retirement or other employee benefits.

c. Compliance with Laws; Licenses. Contractor shall comply with all applicable laws. Contractor shall maintain a County of San Luis Obispo business license.

d. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between District and Contractor. It may be amended only in writing, signed by both parties.

e. Litigation. This Agreement is governed by California law, and any action brought under this Agreement shall be held exclusively in a state court in San Luis Obispo County.

f. Recitals. The Recitals set forth above are incorporated herein as if restated in full.

g. Confidentiality. Employees of Contractor may, in the course of their performance of this Agreement, have access to financial, accounting, statistical, and/or personnel data of private individuals

and/or employees of District. Contractor covenants that all such data, documents, or other information developed or received by Contractor are deemed confidential and shall not be obtained or disclosed by Contractor without written authorization by District. This obligation shall survive the termination of this Agreement.

h. Signatures. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date identified above.

NIPOMO COMMUNITY SERVICES
DISTRICT

CONTRACTOR

By: Mario Iglesias
Title: General Manager

By: _____
Title: _____
Business License # _____

Attachments:

- A. Scope of Services
- B. Insurance Requirements

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

[to be added]

SAMPLE

EXHIBIT B
INSURANCE REQUIREMENTS

a. General. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by District at least 30 days prior to such change. The insurer shall agree to waive all rights of subrogation against District, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for District.

If Contractor does not have any employees, he or she shall initial this Certificate of Exemption from Workers' Compensation Insurance: I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in a manner so as to become subject to the Workers' Compensation Laws of the State of California.

Initials _____ Date: _____

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000 combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The Nipomo Community Services District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of Contractor under this Agreement, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects District, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by District, including any self-insured retention District may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its elected or appointed officers, officials, employees, agents, or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by District.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. At District's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Contractor shall provide certificates of insurance with original endorsements to District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with District at all times during the term of this Agreement.

SAMPLE

ATTACHMENT B

COST PROPOSAL SHEET

NAME OF PROPOSER _____

LOCATION	MONTHLY FEE
Main Office	\$
Field Office (shop)	\$
TOTAL	\$

AUTHORIZED PERSON (PRINT NAME) _____

AUTHORIZED PERSON (SIGNATURE) _____

DATE _____