

## QUESTIONS – ANSWERS – CLARIFICATIONS

### CUSTODIAL SERVICES PROJECT NO. OM-22-005

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1. Question: Who is the current contractor?

Answer: JaniTek Cleaning Solutions, Inc.

2. Question: What is the current contract pricing?

Answer: Please refer to the contract documents uploaded to Bid Flash.

3. Question: Can you provide a copy of the fully executed current contract?

Answer: Copies of the fully executed original Service Contract and all fully executed Contract Change Orders have been uploaded to the project's Bid Flash page.

4. Question: Why is a maintenance bond requested for this RFP if it is a Service Contract?

Answer: A maintenance bond is not required for this Service Contract.

5. Question: Please confirm that there is a request for performance and payment bonds.

Answer: Historically, the City has not requested these bonds for custodial services.

6. Question: How and when will rate increases be addressed? Will the vendor be permitted to raise rates as needed at any time during the initial term and any renewal term to recoup increases in the following costs that are outside of the vendor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?

Answer: Rate increases will be determined prior to contract execution, during negotiations with the selected vendor. In previous contracts, standard rate increases are tied to the Consumer Price Index and have typically been addressed at the end of each calendar year of the contract for adjustment to the upcoming fiscal year's rates. The vendor will not be permitted to raise rates *as needed at any time* during either the initial or renewal terms.

7. Question: Is the City exempt from payment of state and local sales and use tax?

Answer: No.

8. Question: Indemnity and Hold Harmless, Contract for Services #4- Our company stands behind our services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of services under client agreements. Further,

our company's standard commercial terms include a disclaimer of consequential damages and a reasonable liability cap. Can the above cited provision be revised to reflect these parameters?

**Answer:** This section of the Service Contract can be negotiated with the selected vendor.

9. Question: Can Section 10 of the Contract for services be revised to give the vendor 30 days' notice of the City's terminate the contract, and to add the reciprocal right for the vendor to terminate the contract for convenience on 120 days' prior written notice to the City? Can we confirm that in the event of termination, vendor will be paid for services performed through the termination date?

**Answer:** This section of the Service Contract can be negotiated with the selected vendor. In the event of termination, the vendor will be paid for services performed up to and including the termination date.

10. Question: Does prevailing wage legislation apply to the services being solicited pursuant to this RFP?

**Answer:** No. Prevailing wage requirements do not apply to this project/contract.

11. Question: Should we include any other parties on our submittals besides yourself?

**Answer:** Please include the City of Stockton and Cristina Pfeffer, Project Manager.

12. Question: Attachment A states that a hard copy is to be mailed/delivered; however, the RFP says electronic submissions are accepted. Which is required?

**Answer:** The City will accept both electronic and hard copy submissions by the proposal due date.

13. Question: What is the square footage?

**Answer:** The square footage of each facility/location is listed on Attachment E, City of Stockton Custodial Base Pricing.

14. Question: What are the Special Provisions and what is the provision for liquidated damages?

**Answer:** All provisions are contained within the RFP. Please see section 5.2, Inspection Problem Resolution Process, for information on contractor noncompliance, deficiencies and penalties.

15. Can the insurance requirements set forth in the sections cited above be revised to: "The City of Stockton shall be included as an additional insured, to the extent of the Contractor's negligent performance of the services under the Agreement up to the required insurance limits. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract."

**Answer:** The City's insurance requirement templates are fully vetted, and the City is not willing to adjust them.

16. Question: What is the square footage of the Emergency Operations Center trailers?

**Answer:** The trailers of the Emergency Operation Center are a combined total of 3,072 square feet.

17. Question: Please provide carpet and VCT flooring square footage per building.

**Answer:** The City does not currently have this information.

18. Question: How long has the current service provider been providing service to your locations?

**Answer:** The contract with JaniTek Cleaning Solutions, Inc. commenced March 6, 2017, and will continue to the contract expiration date of June 30, 2022.

19. Question: Has the Scope of Work been modified since the last contract?

**Answer:** Yes. Several facilities have either been removed, added or expanded to include additional square footage for service. You can review these changes by looking at the Contract Change Orders posted to the Bid Flash page. COVID decontamination has also been added to Attachment F, Additional Services Price Sheet.

20. Question: How many night cleaners are currently being utilized?

**Answer:** The City does not have this information.

21. Question: Is the current contractor utilizing any utility vehicles?

**Answer:** The current contractor uses their own vehicles of varying size for service provision.

22. Question: Are consumables stored at each location, or a centralized location?

**Answer:** Consumables are stored at each location in a designated janitor's closet.

23. Question: Please confirm consumables will be billed back and are only to be included in the additional services portion of our price proposal.

**Answer:** Consumables will be billed to the City, and should only be included in Attachment F, Additional Services Price Sheet.

24. Question: Please clarify if window cleaning above 10' is included in this standard. On the site walk windows in the gym were brought up and it was mentioned these windows about 10' would be considered additional services.

**Answer:** Window cleaning above 10 feet is considered an additional service and should be included in Attachment F, Additional Services Price Sheet.

25. Question: Is the current provider supplying a lift for fixtures in the gyms or does the city have a lift for use?

Answer: This is dependent upon the availability of a City-owned lift. The City may request the vendor provide their own lift for cleaning high surfaces and fixtures.

26. Question: Have monthly payments been withheld from the current service provider due to service issues during this contract?

Answer: No.

27. Question: Upholstered Furniture- What types of furniture fabric and amounts per building?

Answer: The type of fabric varies, and the City does not have a current count of pieces throughout the City. Upholstery cleaning is considered an additional service and should be included in Attachment F, Additional Services Price Sheet.

28. Question: Does the City want bidders to provide a redline copy of any contract changes with our proposal?

Answer: No.

29. Question: What is the average amount of consumables used by each location?

Answer: Please refer to the contract documents uploaded to Bid Flash.

Question: Should the gyms in the community centers be swept and mopped daily?

Answer: Gyms should be swept and mopped weekly. Please refer to Attachment D, Custodial Standards for further clarification on frequencies.

30. Question: Do we do one cost proposal for the 22 locations or a separate proposal for each location?

Answer: Please submit one cost proposal for services using Attachment E, City of Stockton Custodial Base Pricing, which lists all locations and day porter service.

31. Question: If the cost estimate for paper product is lower than actual cost will the City pay for the additional supplies used each month?

Answer: Yes.