

# REQUEST FOR PROPOSALS

American Fork City



## **Janitorial Services**

RFP # 11282018

Date of Issue: December 27, 2018

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## **I. NOTICE TO PROPOSERS**

### **A. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)**

American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a “public record” under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. **ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.**

### **B. EMPLOYEE STATUS VERIFICATION SYSTEM**

Proposer agrees to provide the signed E-Verify Certification (Attachment C) and shall register and participate in the Status Verification System before entering into a contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer’s supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment C) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer’s failure to so comply may result in the immediate termination of its contract with American Fork City.

### **C. ETHICAL STANDARDS**

Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City

officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

**II. INTRODUCTION**

American Fork City (Hereinafter known as “City”), is soliciting proposals from qualified companies, (Hereinafter known as “Proposer” or “Company”), to provide janitorial services for eleven city buildings.

Please submit paper copies of your proposal with an accompanying electronic copy. The number of paper copies required is listed in Section X., D. below. Please submit Pricing under a separate sealed cover.

**III. PROJECTED SCHEDULE FOR THE RFP PROCESS**

American Fork City reserves the right to modify the following schedule at their discretion:

<u>Activity</u>	<u>Date</u>
Pre-Proposal Conference	January 17, 2019
Final day to submit questions	January 24, 2019
City issues final answers to questions	January 31, 2019
Proposal Due Date	February 7, 2019
Notice of Intent to Award	February 14, 2019
City Council Meeting	February 26, 2019
Contract finalized and signed	
Anticipated Notice to Proceed	

**IV. DEADLINE FOR PROPOSAL SUBMISSION**

Your sealed proposal will be accepted until **3:00 PM** on **Thursday February 7, 2019** at Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003. **No proposals will be accepted after the closing date and time. Only those Proposers who attend the pre-proposal conference will be considered for award.**

**V. TERM OF AGREEMENT**

The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed. See Exhibit “F” for an example contract.

**VI. PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION**

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only proposals from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held on **Thursday, January 17, 2019** at **8:30** am. It will be held at American Fork Public Works Main Office, located at 275 East 200 North, American Fork, UT 84003.

Proposers are encouraged to submit any questions in writing before the meeting by emailing [mstrasburg@afcity.net](mailto:mstrasburg@afcity.net). If the RFP needs to be modified or clarified, a written addendum will be issued. Questions may be submitted through email until the deadline for questions submission which is **January 24, 2019** at **1:00** pm. Following the pre-proposal conference all attendees will receive an email with questions and answers to all submitted questions.

## **VII. BACKGROUND**

American Fork City has eleven municipal buildings, totaling 146,793 square feet, which require janitorial services at a minimum of four days each week and a maximum of six days each week. Most buildings require one cleaning each day; with the exception of the Fitness Center, which has areas that need cleaning twice daily. Janitorial hours must be scheduled during hours when buildings are closed for business; with the exception of the Fitness Center.

## **VIII. SCOPE OF WORK AND TASKS TO BE COMPLETED**

This request for proposals is for janitorial services at the following buildings: Administrative Offices, City Hall, Library and Literacy Center, Police/Courts building, Fitness Center, Public Works, Engineering Office, Cemetery office, Senior Center, and Veterans Memorial Hall. The Company shall furnish all labor and equipment necessary to perform the janitorial services required. Cleaning supplies and paper products will be provided by the City. All other equipment will be supplied by the Company. Each City building is assigned a contact person (provided herein under each building section), whom will be in constant communication with employees of the Company. All communication will be conducted through the contact person, unless escalation is required; then communication will be conducted – as directed by the contact person – to the City’s Director of Maintenance.

Within one week of beginning services, the Company will direct their employee to the contact person to meet with and specify a place where checklists; logs; and any written communication will be left at the end of each shift.

The following is a detailed list of requested services for every building:

### **Basic Daily Services:**

1. Empty all wastebaskets throughout each building, replacing plastic liners as needed, and taking trash to pickup area.
2. Vacuum, sweep, and/or damp mop *all* flooring areas throughout the building (including, but not limited to office areas, lobbies, work areas, meeting rooms, hallways, classrooms, etc.)
3. Spot clean carpet and upholstery stains.
4. Clean, polish, and sanitize drinking fountains.
5. Clean and remove handprints from all counters and tables throughout building.
6. Vacuum and/or sweep stairwells and wipe/sanitize handrails.
7. Clean all sinks and counters in work rooms and break rooms. Replace paper products as needed.
8. Sanitize doorknobs.
9. Clean glass doors, front and back.

### **Basic Weekly Services (End of Week):**

1. Clean and polish desks that have been cleared of paperwork.
2. Spot clean doors, door frames, door handles, and wall switches.
3. Detail areas that have hard water buildup, for example, sinks and drinking fountains.
4. Clean microwave inside and out, if needed.
5. Clean stove, if needed.
6. Mop and sanitize floors.

7. Check for and clean cobwebs on ceilings, lights, walls, and entryways.

**Basic Monthly Services (End of Month):**

1. Dust baseboards.
2. Brush out ceiling vents.
3. Dust ledges and window sills.
4. Dust vertical sides of desks, credenzas, chairs, etc.
5. Perform dusting above eye level; such as picture frames and molding.
6. Clean and polish wooden furniture, wipe plastic and leather furniture.
7. Dust blinds and remove cobwebs from overhead lighting and ceiling.
8. Clean inside of windows.

**Restroom Services (Daily during normal work week; Depending on the building, this may be 4-6 times each week. Refer to specific notes below):**

1. Empty wastebaskets and feminine disposal containers.
2. Clean and sanitize door knobs, sinks, faucets, countertops, and changing tables.
3. Polish metal and mirrors.
4. Clean and sanitize lavatory fixtures (underside and tops of toilet seats, inside bowls, handles and urinals).
5. Wipe walls, toilet compartment partitions, and wall switches.
6. Mop and sanitize floors.
7. Replace paper products, fill soap dispensers, and feminine disposal containers as needed.

The following are building specific cleaning services to be done *in addition* to Basic and Restroom Services listed above:

**American Fork Administrative Offices**

51 East Main Street, American Fork

Contact person: Laurel Allman

801-763-3000

Total Square Footage: 9,000

**Daily and Restroom Services (5 days each week, M-F), plus:**

1. Wipe down elevator doors and inside walls of elevators throughout building.

**Yearly (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards.

**City Hall**

31 N. Church Street, American Fork

Contact Person: Laurel Allman

801-763-3000

Total Square Footage: 4,500

**Daily and Restroom Services (5 days each week, M-F), plus:**

1. Wipe down elevator doors and inside walls of elevators throughout building.

**Yearly (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards.

**American Fork Library and Literacy Center**

64 South 100 East, American Fork

Contact Person: Casandria Crane

(801) 763-3070

Total Square Footage: 34,000

***Library***

**Daily and Restroom Services (6 times each week, M-Sa), plus:**

1. Wipe down elevator doors and inside walls of elevators throughout building.
2. Clean all study carrels – top shelf and desk top.
3. Put paper in recycling.
4. Buff Rotunda floor when needed.

**Weekly Services (In addition to Basic Weekly Services):**

1. Vacuum between stacks and areas outside of the main traffic areas of the upstairs and downstairs and Friends of the Library Store.
2. Clean glass and doors on mezzanine and glass around entry doors.

3. Wipe tile walls in restrooms.
4. Dust behind computers in the technology room.
5. Sweep concrete floor in basement hallway.
6. Dust picture frames.
7. Dust black file cabinets.

**Monthly (In addition to Basic Monthly Services):**

1. Mop kitchen floor and story area floor.
2. Dust top of book stacks.

**Yearly (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards. Bookshelves are not to be moved.

***Literacy Center***

**Daily and Restroom Services (6 days each week, M-Sa), plus:**

**Two Days each Week (Wednesday and Saturday):**

1. Vacuum carpeted areas in the Literacy Center and the hallway outside.
2. Clean table tops.
3. Clean study carrels – top shelf, desk tops, and behind computers.
4. Put paper in recycling.
5. Clean elevator doors.
6. Spot clean carpet stains.

**Yearly (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards.

**American Fork Police & Courts**

75 East 80 North, American Fork

Contact Person: Bev Davis

Phone Number: 801-763-3020

Total Square Footage: 33,972

**Daily Services (5 days each week, M-F), plus:**

1. Wipe elevator doors and inside walls of elevators throughout building.

**Twice Weekly Services (Tuesday and Friday):**

1. Wipe stainless booking area.

**Weekly Services (Friday)**

1. Clean benches and toilet/sink in all holding cells.

**February and August Services:**

1. Scrub and clean carpeted seating in courtrooms.
2. Deep clean carpets in courtrooms.



**Yearly (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards in office and hallway areas.

SPECIAL NOTE FOR THE POLICE DEPARTMENT/COURTS BUILDING: Janitorial employees will be subject to additional screening (such as background checks) and interviews to be completed by members of the police department.

**American Fork Public Works Shops and Engineering Office**

275 East 200 North, American Fork

Contact Person: Carolyn Lloyd

Phone Number: 801-763-3060

Total Square Footage: 7,121

***Engineering Office***

**Breakroom Services (2 days each week – Tuesday and Thursday):**

1. Clean sink and faucet.
2. Clean and sanitize table and counter tops.
3. Clean microwave inside and out.
4. Clean refrigerator doors.
5. Mop and sanitize floors.
6. Replace paper products.

**Once each year (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards.

***Shops***

**Daily Services (4 days each week, M-Th), plus:**

1. Clean and sanitize bathrooms and shower areas – sinks, urinals, toilets, floors, doors – both upstairs and downstairs - in the office area and the west shop area.
2. Replace paper products.
3. Sweep and/or damp mop all tiled surfaces in the shower area.

**Additional Services (2 days each week – Tuesday and Thursday):**

1. Empty garbage can behind red door and empty garbage can next to fuel dispensers.

**American Fork City Cemetery Office**

26 West 600 North, American Fork

Contact person: Janet Wright

801-763-3095

Total Square Footage: 1,200

**Daily and Restroom Services (5 days each week, M-F), plus:**

1. Do not damp mop slate tile office floor daily. Sweep daily instead.

**Monthly Services**

1. **Damp mop slate tile office floor.**

**Annually (May):**

1. Steam clean and seal slate tile office floor.

**American Fork City Senior Center**

54 East Main Street, American Fork

Contact person: Grant Parker

801-763-3090

Total Square Footage: 11,000

**Yearly (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards.

**American Fork City Veterans Memorial Hall**

53 North Center Street, American Fork

Contact person: Matt Burnside

801-362-1161

Total Square Footage: 1,800

**Yearly Services (May):**

1. Move all furniture, deep clean carpets, wash walls, scrub baseboards.

**American Fork Fitness Center**

454 N. Center Street, American Fork

Contact Person: Stacy Chandler

Phone Number: 801-763-3084

Total Square Footage: 44,200

***Offices, lobbies, stairs, classrooms, multipurpose rooms, hallways, day care area:***

**Daily Services (6 times each week, M-Sa), plus:**

1. Wipe elevator doors and inside walls of elevators throughout building.

**Weekly Services:**

1. Vacuum furniture – couches, chairs.
2. Clean walls in traffic areas; especially fingerprints.
3. Wipe walls in restrooms.
4. Wet mop multipurpose room as needed.

**Twice per year Services:**

1. Buff the tile floor in the classroom, hallways, and daycare area.

***Locker Rooms and Upstairs Bathroom:***

**Daily Services (2 times each day, 6 days each week, M-Sa)**

1. Clean restrooms around 12:00 noon and after the center closes at 10:00 pm.
2. Sweep, clean, sanitize, and mop floors and walls throughout locker room, showers, and entryway.
3. Clean and sanitize bathrooms sinks, mirrors, countertops, urinals, benches, and changing tables.
4. Replace paper products.
5. Clean and maintain janitorial closet and cleaning equipment.
6. Clean and sanitize wall switches, partitions, lockers, and locker tops.

**Weekly Services (Saturday):**

1. Buff locker room floors.
2. Scrub and clean locker room walls and showers.
3. Remove floor drains, clean and sanitize.
4. Vacuum and clean vents in walls and ceiling.
5. Dust baseboards.

***Cardio Room, Stretching Room, Cycling Room, Gymnasium, Cross-fit Room, and Weight Room:***

**Daily Services (6 days each week, M-Sa):**

1. Clean mirrors and windows.
2. Clean and sanitize cardio and weight equipment – including footpads (move equipment as necessary).
3. Vacuum and mop floors.
4. Clean fans, vents, and other equipment as needed.
5. Replace paper products.
6. Remove trash and replace liners.
7. Dust baseboards.

***Aerobics Room, Upstairs Classroom, and Hallway:***

**Daily Services (6 days each week, M-Sa):**

1. Dust, sweep, mop, or vacuum entry areas and hallway.
2. Clean both sides of hallway windows.
3. Clean and sanitize aerobics room floor.
4. Clean glass on front and back of all entry and exit doors.
5. Clean mirrors and windows.

**Weekly Services (Saturday):**

1. Vacuum air vents.
2. Clean and sanitize equipment.
3. Dust baseboards.

***Racquetball Courts:***

**Daily Services (6 days each week, M-Sa):**

1. Sweep courts.

2. Vacuum hallway.

**Weekly Services (Saturday):**

1. Clean walls.
2. Mop floors.

**Track:**

**Daily Services (6 days each week, M-Sa):**

1. Sweep and spot mop.
2. Clean windows, display cases, and mirrors.
3. Clean and polish drinking fountains.

**Weekly Services (Saturday):**

1. Buff and scrub track.

**IX. PRICING/COSTS/FEES**

**A. Payment for these services will be as follows:**

- i. The selected Company will propose a monthly cost per building, plus a total cost of all buildings combined. The Company will be responsible to send an invoice to the City, monthly, which will be paid within 30 days from the date of the invoice. The first invoice shall be sent no later than 30 days from beginning services.

**X. PROPOSAL FORMAT AND CONTENT**

All proposals shall be formatted according to the following specifications:

- A. Page Limit: proposals cannot be more than **20 pages**. Required attachments will not count toward the page limit.
- B. Page Numbering: proposals shall contain page numbers.
- C. Table of Contents: proposals shall contain a table of contents with references to page numbers.
- D. Copies: Please submit five (5) copies of your proposal + One unchanged electronic copy in pdf. format to the Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003.
- E. Sealed and Marked Packaging: proposals shall be sealed and clearly marked “**Janitorial Services Proposal**” on the outside of the package and on the body of the proposal. Pricing shall be submitted in a separate sealed envelope from the proposal. All copies shall be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.
- F. Items to Include:
  - Transmittal letter
  - Table of Contents
  - Confidential Statement Form

- Qualifications and Experience
- Completed proposal response form (Attached)
- Completed cost proposal form (Attached)
- Completed janitorial plan and checklists
- Completed W-9 (Attached)
- Certificate of Non-Collusion (Attached)
- Certificate of General and Professional Liability Insurance

## **PROPOSAL ORGANIZATION AND ITEM SPECIFICATIONS**

All requested documentation and required responses must be made on the included forms. If the Proposer requires additional space, additional sheets may be attached to the forms. The proposal must include the following information in the following order:

### **Transmittal letter:**

A transmittal letter shall include a brief statement of the Company's understanding of the work to be done and an indication of positive interest to provide janitorial services for American Fork City. The letter and/or a title page shall contain the name of the Proposer's Company, a street address for correspondence, and a primary contact for the proposal. Local offices of the Company must be listed.

### **Table of Contents:**

A Table of Contents shall list the various sections and page numbers for each required document.

### **Confidential Statement Form:**

A Confidential Statement form shall identify the full legal name of the Company, the legal business structure of the Company, the name of the principal contact and the names of the key individual designated to work on the proposed service. The statement must include the Company's local and principal office and the addresses, telephone numbers, and e-mail addresses for the designated staff for the proposed services.

### **Qualifications and Experience:**

The proposal must supply information regarding qualifications and experience of Company. This information shall include the Company's current and recent past experience providing janitorial services for similar projects. Proposer shall identify the specialists within the Company and include a description and/or resume of their experience. The Proposer will also provide a brief outline of the Company's hiring process, including background check procedures.

### **Completed proposal response form (attached):**

Please see Exhibit "A" for this response form.

### **Completed cost proposal form (attached):**

Each Proposer must submit a fee schedule. Please see Exhibit "B" for this proposal form.

### **Completed janitorial plan:**

Please include a plan for providing janitorial services to the City buildings based upon the scope of services included in this RFP. Using the provided list for services by building, please create and provide checklists to be used by employees of the Company for submittal to American Fork City's contact persons.

**Completed W-9 (attached):**

Proposal must include a Completed W-9 form. See Exhibit “C” for the W-9 form.

**Certificate of Non-Collusion (attached):**

A Certificate of Non-Collusion must be completed. See Exhibit “D” for the form.

**Certificate of Insurance:**

A certificate of general and professional liability insurance is required.

**XI. PROPOSAL SUBMISSION**

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City’s RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.
- D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: [commerce.utah.gov](http://commerce.utah.gov).
- E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City’s RFP and any addenda, do so at their own risk.
- F. Receiving Proposals: Janitorial Services Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City’s RFP, the City may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the City may re-solicit for the purpose of obtaining additional proposals.

- G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be made in writing to the City Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003.
- H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
- I. Protests: A protest in regard to the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.
- K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

## **XII. EVALUATION AND SCORING CRITERIA**

Proposals will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet (please refer to Exhibit "E" for an example), to complete the proposal evaluation utilizing a point system listed below. The Selection Committee may invite up to the top three ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview/demonstration, but may not re-score pricing/costs/fees, unless the Committee requests a best and final offer. A recommendation will then be presented to the proper signing authority for consideration and approval. Proposals will be evaluated, scored, and ranked on the following criteria:

**35 pts. Proposed Pricing/Costs/Fees.** Refer to Section IX for pricing requirements. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.

**20 Pts. Relevant Qualifications and Experience.** Provide detailed relevant experience for projects of similar scope and comparable size and complexity which shall include the following: name of client, contact person and current phone number, brief description of project, date, total contract

amount, and any other pertinent information regarding the experience. City may contact any or all of your clients for a reference. Provide a brief description of your company, the scope and nature of projects routinely provided by Proposer on projects of this nature. Identify the type of business (corporation, partnership, sole proprietor, etc.) under which your company operates, date business started, and license number to do business in the State of Utah.

**20 Pts. Employee Accountability and Hiring Practices.** Outline, in detail, how you propose to maintain quality of service performed by your employees; including how employees are supervised and the types of controls your Company has in-place to ensure direct contact and follow-up between supervisors and employees. Please provide a detailed summary of your hiring process; including the use of background checking. Also provide an outline of disciplinary action your Company takes when needed. Provide resumes and/or detailed qualifications for any individual that may be utilized for services at City buildings. Do not provide personal contact information, as it may be subject to GRAMA requests.

**25 Pts. Documentation and Quality Assurance Procedures.** Outline how quality janitorial services will be provided; including supervision procedures to ensure that employees completing the work are doing so to the expectations of the Company and the City. Also please prepare proposed logs and checklists your Company will use for each building which outline employee work times and items that will be cleaned during the course of work.

### **XIII. WRITTEN AGREEMENT REQUIRED**

The selected Proposer must be willing to enter into a written agreement with American Fork City and agree to all the terms set forth in the sample agreement, attached to this RFP as “Attachment F.” **IF YOU WISH TO ALTER ANY OF THE TERMS OF THE STANDARD FORM AGREEMENT AND/OR THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA, THE TERMS MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED.** Proposers are advised that American Fork City is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer’s sole risk.

The use of “shall”, “must”, or “will”, in this Request for Proposal indicates a requirement or condition from which a material deviation will not be approved by American Fork City.



**Exhibit "A"**  
**PROPOSAL RESPONSE FORM**

In order to receive consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this an Office [ ], Home [ ], Shop [ ], or Other [\_\_\_\_\_]

TELEPHONE NUMBERS:

Main Telephone Number: \_\_\_\_\_  
Emergency Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

COMPANY OWNER: \_\_\_\_\_

COMPANY PRESIDENT: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON PHONE NUMBER: \_\_\_\_\_

TYPE OF COMPANY (PARTNERSHIP, CORPORATION, ETC): \_\_\_\_\_

If a Corporation, in what State Incorporated: \_\_\_\_\_

Business License Number, including City: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

How long has this company been in business? \_\_\_\_\_

Officers authorized to execute contracts:

\_\_\_\_\_  
\_\_\_\_\_

What would happen to your company in the event of the owner's absences or death?

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Provide a brief history of the Company:

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Are there any judgements, suits or claims pending against your company? \_\_\_\_\_

If yes, attach a written explanation.

Has your company operated under any other name(s)? \_\_\_\_\_

If yes, attach a written explanation.

FINANCIAL REFERENCES (these may be checked)

Bank Name and Address:

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Name & telephone number of manager:

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Bank Name and Address:

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Name & telephone number of manager:

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**Exhibit "B"**  
**Cost Proposal**

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Date: \_\_\_\_\_

The Proposer shall furnish all labor, equipment, tools, and transportation to complete the work in accordance with the specifications, requirements, and terms of the contract. The undersigned, after having personally and carefully examined the RFP and other documents detailing the scope and purpose of janitorial services, declare that the undersigned is recognized as being qualified and competent to perform the work and hereby submits a proposal of:

**Proposal for: American Fork City Administrative Offices and City Hall**  
51 East Main Street and 31 North Church Street  
Contact person: Laurel  
Total square footage: 13,500

Monthly proposal:   \$ \_\_\_\_\_  
Hours per month:   \_\_\_\_\_

**Proposal for: American Fork Library and Literacy Center**  
64 South 100 East  
Contact person: Casandria  
Total square footage: 34,000

Monthly proposal:   \$ \_\_\_\_\_  
Hours per month:   \_\_\_\_\_

**Proposal for: American Fork Police and Courts**  
75 East 80 North  
Contact person: Bev  
Total square footage: 33,972

Monthly proposal:   \$ \_\_\_\_\_  
Hours per month:   \_\_\_\_\_

**Proposal for: American Fork Public Works and Shops**

275 East 200 North  
Contact person: Carolyn  
Total square footage: 7,121

Monthly proposal: \$ \_\_\_\_\_

Hours per month: \_\_\_\_\_

**Proposal for: American Fork City Cemetery Office**

26 West 600 North  
Contact person: Janet  
Total square footage: 1,200

Monthly proposal: \$ \_\_\_\_\_

Hours per month: \_\_\_\_\_

**Proposal for: American Fork Senior Center**

54 East Main Street  
Contact person: Grant  
Total square footage: 11,000

Monthly proposal: \$ \_\_\_\_\_

Hours per month: \_\_\_\_\_

**Proposal for: American Fork Veterans Memorial Hall**

53 North Center Street  
Contact person: Matt  
Total square footage: 1,800

Monthly proposal: \$ \_\_\_\_\_

Hours per month: \_\_\_\_\_

**Proposal for: American Fork Fitness Center**

454 North Center Street  
Contact person:  
Total square footage: 44,200

Monthly proposal: \$ \_\_\_\_\_

Hours per month: \_\_\_\_\_

**PROPOSED ANNUAL COST:** \_\_\_\_\_

**PROPOSED ANNUAL HOURS:** \_\_\_\_\_

As the professional fee for completing all work related and covered herein.

It is understood that American Fork City has the right to reject this proposal, negotiate a price for the proposed services, or to accept the proposal at the above price.

Signature of preparer: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “C”**  
**FORM W-9**  
(follows this page)

**Exhibit "D"**  
**CERTIFICATE OF NON-COLLUSION**

**AFFIDAVIT**

The undersigned of lawful age, being duly sworn, declares:

That as a condition precedent to the award of the American Fork project as above captioned, I,  
\_\_\_\_\_ (Name), of \_\_\_\_\_ (Firm) do  
solemnly swear that neither I, nor to the best of my knowledge, any member or members of my firm or  
company have either directly or indirectly restrained free and competitive professional selection on this project  
by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by  
American Fork City with regard to this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of \_\_\_\_\_

§

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_,  
a notary public, personally appeared, \_\_\_\_\_, proved on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she  
executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

Exhibit "E"

EXAMPLE SCORE SHEET



American Fork Public Works  
275 East 200 North  
American Fork, UT 84003  
801-763-3050

American Fork City  
Janitorial Services  
Proposal Score Sheet

Scorer Name:

Score Section (maximum points)	Co. name	Co. name	Co. name	Co. name	Co. name
Proposed Pricing/Costs/Fees (35 points)					
Relevant Qualifications and Experience (20 points)					
Quality Control and Employee Accountability (20 points)					
Documentation and Quality Assurance Procedures (25 points)					

Total Score

\_\_\_\_\_



**Exhibit "F"**  
**AGREEMENT FOR JANITORIAL SERVICES**

**Janitorial Services**

This Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_, with its principal place of business at \_\_\_\_, \_\_\_\_ (hereinafter referred to as "Engineer"), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

**RECITALS**

WHEREAS, Company is engaged in the business and profession of janitorial services;

WHEREAS, City desires to contract with Company for certain professional janitorial services.

WHEREAS, Company has the necessary expertise and experience to perform the said janitorial services for City and Company and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

1. Term; Termination.
  - a. The term of this Agreement shall be \_\_\_\_\_ years from the Effective date of this Agreement.
  - b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Company written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Company shall cease all work undertaken hereunder. In the event City terminates this Agreement without cause prior to the conclusion of the term, City shall pay to Company a sum of \$\_\_\_\_\_.
  - c. Company may terminate this Agreement at any time with thirty (30) day written notice to City in accordance with the notice provisions set forth herein. Upon City's receipt of notice of termination from Company, City may request the stop of services prior to the conclusion of the thirty (30) day period without penalty.
  - d. Upon termination of this Agreement by either party, Company shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay such costs. Payment of final invoice shall be made consistent with Section 4 herein.
  
2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to janitorial services. Specific Services shall be as set forth in Attachment A.

3. Compensation. In consideration of the services provided to City by Company, City shall pay Company in accordance with the Service and Fee Schedule set forth in Attachment B.

4. Invoice; Payment.

a. For services rendered hereunder, Company shall invoice monthly for services provided in accordance with the approved Service and Fee Schedule. Company shall submit monthly invoices to City showing the work completed and the amount of compensation due. Company shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 60 days after it was performed.

b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Company's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Company may pursue any and all remedies available at law or in equity.

e. In the event an amount is disputed, City shall notify Company in writing of its dispute within thirty (30) days. The parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

5. Relationship of Parties.

Company, its agents, and employees shall be an independent contractor performing janitorial services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, or partners or co-venture between City and Company. As independent contractors, Company, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.

Company shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Company in the performance of the services under this Agreement. Company agrees to abide by all applicable employment laws and regulations and to indemnify, defend and hold harmless City from any and all claims that may arise from the Company's relationship to its employees and subcontractors.

7. Indemnification.

Company shall indemnify the City and hold it harmless against any and all claims, liabilities, or causes of action relating to or arising out of the Company's failure to perform the services described herein, or the intentional or negligent acts of its employees, in the course of performing under this contract.

8. Standard of Performance; Licenses.

Company agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Company shall maintain all required licenses throughout the term of this Agreement. Company shall require and ensure that all of Company's employees and subcontractors maintain all required licenses.

9. Insurance.

Company shall maintain liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Company. Notwithstanding the existence of professional liability insurance, the total aggregate of Company's liability to all parties related to this Agreement shall not exceed one million dollars (\$1,000,000.00).

10. Time is of the Essence; Liquidated Damages.

City and Company agree that time is of the essence with regard to this agreement as to each covenant, term, condition, representation, warranty and provision hereof.

11. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City  
Attn: David Bunker  
51 East Main Street  
American Fork, Utah 84003  
Phone: (801) 763-3000  
Email: dbunker@afcity.net

With a copy to (which shall not constitute notice):

American Fork City Public Works  
Attn: Scott Sensanbaugher  
275 East 200 North  
American Fork, Utah 84003  
Phone: (801) 763-3060  
ssensanbaugher@afcity.net

COMPANY:

12. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.

13. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. Rights and Remedies.

The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.

15. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the Subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

16. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

17. Force Majeure.

Neither City nor Company shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

18. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

19. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

20. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

21. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

22. Confidentiality.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement.

23. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

24. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

25. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

\*\*\*Signature Page Follows\*\*\*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Company

\_\_\_\_\_  
David Bunker  
City Administrator

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Recorder

Approved as to content:

\_\_\_\_\_  
City Engineer

Approved as to form:

\_\_\_\_\_  
City Attorney

Attachment A  
Scope of Services



Attachment B  
Service and Fee Schedule