

Meeting Date: 11/15/2016 Staff Contact: Keith Rinehart

Director of Recreation

Agenda Item: 6 E-mail: krinehart@saginawtx.org

(CC-1116-14)

Phone: 817-230-0351

SUBJECT: Consideration and Action regarding Award of Bid for Janitorial Services

BACKGROUND/DISCUSSION:

Bids for janitorial services for all city buildings were opened on November 3, 2016. A total of four bids were received. After review of the bids, staff determined that Oriental Building Services was the low bidder. The amount of their bid was \$71,868 annually (\$5,989 monthly). Additional information is included in the attachments.

FINANCIAL IMPACT:

The financial impact will be \$71,868 annually (\$5,989 monthly). Funds (total of \$56,000) are budgeted in each department to cover the costs of janitorial services. It is based on square footage of each department's building(s). Funds to cover the shortage will be addressed in the Mid Year Budget Revisions.

RECOMMENDATION:

Staff recommends that Oriental Building Services be awarded the bid for janitorial services for a period of two years with three additional one year renewal options.

Attachments

Memo with Attachments from Keith Rinehart





Recreation & Community Services Department 333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Nan Stanford, City Manager

From: Keith C. Rinehart, Director of Recreation & Community Services

Date: City Council Meeting – November 15, 2016

ITEM:

Consideration and action to award annual Janitorial Services Contract to Oriental Building Services

PRESENTER:

Keith C. Rinehart, Director of Recreation & Community Services

DISCUSSION:

In 2009, staff advertised for janitorial services. Bonus Building Care was the low-bid and had our janitorial services contract since January 2010. Since the spring of 2016, the janitorial service provided has declined at all city facilities. Bonus Building Care was given two separate opportunities to improve services and to change cleaning crews/supervisors to no avail or change in quality of service.

Staff made the decision to seek another company for janitorial services and advertised in October 2016. We held a bid opening on November 3, 2016 with four (4) companies submitting bids. Oriental Building Services was the low bid at a cost of \$5,989 monthly/\$71,868 annually which is \$1,560 monthly/\$18,720 annually higher than our current contract. Oriental Building Services also has the janitorial contracts for the City of Plano and the DFW Airport Administrative offices and Department of Public Services and received excellent recommendations from references.

RECOMMENDATION:

Staff recommends awarding a new two (2) year janitorial services contract with three (3) additional one (1) year option years to Oriental Building Services to clean all municipal facilities.

FISCAL IMPACT:

- The cost will be \$71,868 annually (\$5,989 monthly). Additional costs (per square foot)
 can be incurred with the stripping and waxing of floors and/or hot water extraction
 carpet cleaning.
 - Our current contract pays \$53,148 annually (\$4,429.00 monthly) which is the same fees paid in the original contract that began in 2010.

ATTACHMENTS:

- Bid Tabulations
- Page 6 of Contract Special Terms and Conditions
- Page 8 of Contract Length of Agreement
- Page 17 of Contract Signatures

ATTACHMENTS AVAILABLE UPON REQUEST:

- Contract for Janitorial Services
- Attachment "A"

Thank you,

Keith C. Rinehart, Director of Recreation & Community Services

City of Saginaw Janitorial Services Bid Opening Fact Sheet - November 3, 2016

Company	Base Bid	Add Alt #1	Add Alt #2	Add Alt #3	Add Alt #4
American Facility Services	Monthly: \$8,517	\$0.16	\$0.19	\$0.18	\$0.20
	Yearly: \$102,002.06	Square Foot	Square Foot	Square Foot	Square Foot
CTJ Maintenance, Inc.	Monthly: \$7,740	\$0.30	\$0.37	\$0.30	\$0.37
	Yearly: \$92,880	Square Foot	Square Foot	Square Foot	Square Foot
Building Contractors, Inc.	Monthly: \$6,234.11	\$0.13	\$0.15	\$0.09	\$0.11
	Yearly: \$74,809.32	Square Foot	Square Foot	Square Foot	Square Foot
Oriental Building Services	Monthly: \$5,989	\$0.25	\$0.33	\$0.20	\$0.27
	Yearly: \$71,868	Square Foot	Square Foot	Square Foot	Square Foot

The successful bidder may not assign their rights and duties under an award without the written consent of the City of Saginaw. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

No public official shall have interest in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171. The attached conflict of interest form must be completed and returned with the bid package. A list of City officials and employees relevant to the conflict of interest questionnaire required for this contract is available from the City Secretary's office.

An agreement or contract between the successful bidder and the City of Saginaw shall be governed and construed according to the laws of the State of Texas. Performance of the agreement is in Tarrant County, Texas.

Special Terms and Conditions

<u>Contract Terms:</u> Successful bidder(s) will be awarded a two (2) year contract, effective December 5, 2016 or from notice to proceed as determined by the City of Saginaw. At the City of Saginaw's option and approval by the Saginaw City Council, the contract may be renewed for three (3) additional one (1) year periods, as further explained in Renewal Options. Prices must remain firm in accordance with the terms and conditions outlined in the RFB specifications. Prices must remain firm for the initial two (2) year contract period. For each subsequent year, the City of Saginaw may consider a proposed increase in the janitorial services rate from the successful bidder (if any) that follows the Consumer Price Index (CPI) rate.

Renewal Options: The City of Saginaw reserves the right to exercise an option to renew the contract of the successful bidder for three (3) additional one (1) year periods, provided such option is agreed upon by both parties. Prior to the completion of each additional year period, the contract will be reviewed and it will be determined whether to continue the contract for an additional year. If the City of Saginaw exercises the right in writing, the successful bidder shall update and submit any legal documents required during the initial solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, include, but are not limited to, Insurance Certificates and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City of Saginaw will rescind its option and seek a new bid solicitation.

SPECIAL CONDITIONS

Insurance Requirements:

- 1. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under contract, the following forms of insurance, in carriers acceptable to and approved by the City of Saginaw.
 - a. Workers' Compensation statutory
 - b. Employer's Liability \$500,000
 - c. Comprehensive Commercial General Liability:
 - i. Bodily Injury / Personal Injury \$1,000,000 per occurrence
 - ii. Property Damage \$1,000,000 aggregate
 - d. Automobile Liability
 - i. Bodily Injury \$100,000 per accident or \$500,000 aggregate
 - ii. Property Damage \$100,000 each occurrence
 - e. Contractual Liability same limits as above
- 2. The City of Saginaw reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the City of Saginaw based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

ANNUAL CONTRACT FOR JANITORIAL SERVICES

TECHNICAL SPECIFICATIONS

1. Background

- **a.** The City of Saginaw is requesting bids to provide Janitorial Services at City of Saginaw facilities based on a "Monthly / Square Footage Rate". Services provided will be those normally associated with janitorial work and are described in this Bid Package.
- **b.** The buildings of the City of Saginaw include:
 - i. Recreation Center
 - ii. Public Works Service Center
 - iii. Public Works Fleet Maintenance Center
 - iv. Public Library
 - v. Police Station
 - vi. Senior Center
 - vii. Community Center
 - viii. Fire Department Administration
 - ix. City Hall
- c. Building addresses, square footage, and day and time schedules are provided in Attachment "A".
- **d.** The City of Saginaw is requesting a "Separate/ Add Alternate Bid Price" to provide stripping & waxing of hard and resilient flooring, and hot water extraction method of cleaning carpet. Specifications for these services are covered in "Section IV., Additional Services.

2. General Information

- a. Buildings to be serviced and work schedules (See Attachment "A")
 - i. The City of Saginaw reserves the right to decrease or increase the square footage at any facility. The City of Saginaw also retains the option to add additional facilities or discontinue services at any facility should the need arise.
- **b.** Service Times (See Attachment "A")
 - i. The City of Saginaw reserves the right to decrease or increase the number of days at any facility. Service times for most facilities will be during the evening and night hours, in most cases after 8:00 p.m. However, some facilities may require cleaning during business hours or weekends.

3. Length of Agreement

- a. The successful bidder will be awarded a two (2) year contract, effective **December 5, 2016** or from notice to proceed as determined by the City of Saginaw. At the City of Saginaw's option and approval by the City Council, the contract may be renewed for three (3) additional one (1) year periods, as further explained in Renewal Options (see Special Terms and Conditions). Prices must remain firm for the initial two (2) year contract period. For each subsequent year, the City of Saginaw may consider an increase that follows the Consumer Price Index (CPI) rate.
- b. The successful bidder will contact the City of Saginaw one hundred twenty (120) days prior to the expiration of each contract period to notify the City of the proposed Monthly / Square Footage Rate for the coming year. The City of Saginaw will then have thirty (30) days to respond in writing. If the new Monthly / Square Footage Rates are deemed acceptable, the Contractor and the City of Saginaw will proceed with the renewal option.

ANNUAL CONTRACT FOR JANITORIAL SERVICES

The undersigned agrees this bid becomes the property of City of Saginaw after the official bid opening.

The undersigned affirms he/she has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be sixty (60) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of City of Saginaw, and that the contents of this bid have not been communicated to any other bidder or to any employee of City of Saginaw prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 <u>et seq</u>., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

NAME AND ADDRESS OF COMPANY:	AUTHORIZED REPRESENTATIVE:		
	Signature		
	Date		
	Name		
	Title		
Tel. No	FAX No		
E-Mail Address:			
AFTER HOURS EMERGENCY CONTACT:			
Name:	Tel. No		
CITY OF SAGINAW:	AUTHORIZED REPRESENTATIVE:		
333 West McLeroy Blvd.	Signature		
Saginaw, Texas 76179	Date		
Phone: 817-232-4640	Name		
Fax: 817-232-4644	Title		

Email Address: info@ci.saginaw.tx.us