



---

***OPERATIONS SERVICES DEPARTMENT***

---

**REQUEST FOR BIDS #OSD-2020-407**

**“AS NEEDED SERVICES”**

**FACILITIES DISINFECTION SERVICES**

**Bid Due Date:**

**Thursday, August 20, 2020**

**By 2:00 pm**

**City Clerk's Office  
123 Main Street  
Pleasanton, CA 94566**

**BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS OR DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT**

**APPROVED**

---



---

**Kathleen Yurchak  
Director of Operations and Water Utilities**

## I. INTRODUCTION

The City is seeking proposals from qualified contractors to perform facility disinfection “As Needed Services” for viruses such as COVID-19, SARS, MERS and other communicable diseases. The contractor will need to submit a written plan for facility disinfection to ensure it aligns with Center for Disease Control (CDC) guidelines. The City will potentially be awarding multiple contracts for this service for the remainder of FY 2020/21. By mutual agreement both parties may extend the agreement, by amendment, for additional four (4), one-year terms, not to exceed five years for the total agreement.

## II. SUBMITTAL PROCESS

Contractor’s bid may be mailed/shipped to:

**Office of the City Clerk**  
City of Pleasanton Civic Center  
123 Main Street (special courier service)  
PO BOX 520 (mail)  
Pleasanton, CA 94566  
(Reference Bid # OSD-2020-401)

**Mailed or hand-delivered bids must be received by 2:00 p.m. on August 20, 2020. Bids received after the specified date and time will NOT be considered. Due to COVID-19, City offices are closed; however, a City staff person will be on site (outside 123 Main Street) from 1pm to 2pm on August 20, 2020 for hand deliveries.**

## III. SELECTION PROCESS

It is the City’s intention to qualify multiple contractors to perform potential as-needed services and emergency services. Selection shall be based on your submitted written plan, response time and the most qualified contractors in terms of work experience, list of references, as well as offering the most competitive rates.

The selected contractors and their sub-contractors shall each be required to obtain a City of Pleasanton business license and keep it current through the term of this Agreement.

Any additional information deemed necessary by your company to assist the City in the selection process including any special provisions or specifications that the contractor brings to the bid process and actual services may be submitted.

For questions, please contact Daniel Villasenor, Management Analyst, Operations Services Department at (925) 931-5508, or [dvillasenor@cityofpleasantonca.gov](mailto:dvillasenor@cityofpleasantonca.gov)

#### IV. AGREEMENT TERMS

The term of the agreement will be for FY 2020/21. The parties may extend the agreement, by amendment, for additional four (4), one-year terms, not to exceed five years for the total agreement. The rates shall remain firm during the first year of the agreement. For the second or subsequent fiscal years of the agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in June each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet.

#### GENERAL PROVISIONS FOR EACH SERVICE

**Insurance:** Contractor and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance according to attached Agreement.

**Rate Sheet:** Compensation for services rendered will be on a cost per square foot based upon each contractor's provided rate schedule, which shall include regular time and emergency call outs. When requested by the City, Contractor will submit a written estimate detailing the cost to perform the requested work or services. No work shall be performed unless approved by the City's designated project manager. Rate sheets must be updated at the beginning of each fiscal year with the O.S.D., Management Analyst.

**Reserved Rights:** City retains the right to award a job to another contractor, to use City forces, or not to do the job at all. No, work shall be performed without being approved by the City's designated Project Manager. There is no maximum nor minimum amount guaranteed for each individual Agreement.

**Payments:** Invoices submitted to the City for payment must include description of work performed, location of work performed, number of personnel used, time spent by personnel, type of equipment used, time equipment used, and materials furnished. Rates included on the invoice must match the square footage Rate Sheet on file with this Agreement.

**Project Manager:** Designated City representative or Project Manager will determine satisfactory work performance. Contractor will clean facilities, stations, and any other areas littered or soiled by their maintenance/repair operations and/or equipment.

**Identification:** Contractor's crews shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

**Travel Time:** The City will ***NOT*** pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

## V. BID INSTRUCTIONS

### BID SUBMITTAL

Contractor must complete each Scope of Services form in its entirety to be considered for the work you are bidding on.

**Submitted bid shall contain the following:**

- CONTRACTOR INFORMATION**: name, address, year established, former names (if applicable), applicable licenses and certifications and principals of company.
- WORK EXPERIENCE/REFERENCES**: 3 references for work or services that have been completed by your company in the last three years within the Bay Area or San Joaquin Valley.
- SCOPE OF SERVICES**: Provide scope of services for facility disinfection to ensure it aligns with Center for Disease Control (CDC) guidelines.
- SCOPE OF SERVICES/RATE SHEET**: a completed section for each of the scope of services for which the contractor is bidding including name, signature and billable items within the section.
- ADDITIONAL INFO**: Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process.

**IMPORTANT NOTICE:** If contractor or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

**CONTRACTOR INFORMATION**

*(Required)*

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
APPLICABLE LICENSE(S) #:		
SUBMITTED BY: (Name & Title)	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

## WORK EXPERIENCE/REFERENCES

*(Required)*

*Years the Company has been in the Trade \_\_\_\_\_*

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding and with a public agency. Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

### PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

### PROJECT II

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

### PROJECT III

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

## FACILITIES MAINTENANCE FACILITY DISINFECTION

### SCOPE OF SERVICES

The City is seeking proposals from qualified contractors to perform facility disinfection “As Needed Services” for viruses such as COVID-19, SARS, MERS and other communicable diseases. The contractor will submit their scope of work to ensure it aligns with Center for Disease Control (CDC) guidelines and recommended practices.

Contractor will be responsible for the cleaning and disinfection of the said facility including public safety buildings, public areas, private offices, conference rooms, break rooms, bathrooms, living quarters, HVAC registers/intakes and all frequently touched surfaces, such as, but not limited to:

- Doorknobs
- Light switches
- Office electronics (i.e. phones, computers, copiers, printers, etc.)
- Appliances
- Restrooms and all fixtures
- Furniture

All cleaning and disinfecting products used must be EPA registered and comply with CDC guidance.

### SURFACE TESTING

Contractor must also have the ability to conduct surface testing. Contractor will provide the results to the City to confirm the efficacy of the facility disinfection. Contractor will also provide a certification letter stating the facility is safe to occupy upon completion of the work.

### RESPONSE

In order to maintain the operations of City facilities, the contractor must be able to provide service within 24-48 hours of service request by the City representative.

### RATE SHEET

The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of any contract that is a result of this bid to complete a facility disinfection. The cost would be per square footage (see table with a listing of all City Facilities).

#### Contractor's Rate per square foot

Description	Regular	Emergency Callout
Cost per Square Foot	\$	\$

**Additional Costs**

Description	Rate
	\$
	\$
	\$
	\$

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Contractor Name:

Signature: \_\_\_\_\_

<b>City of Pleasanton Facilities</b>		
<b>Facility</b>	<b>Address</b>	<b>Square Feet</b>
157 Main St	157 Main St	7,000
Alviso Adobe – Milking Barn	3465 Old Foothill Rd	3,500
Amador Recreation Center	4455 Black Ave	2,105
Amador Theater	1155 Santa Rita Rd	12,530
Callippe Golf Course – Pro Shop	8500 Clubhouse Dr.	2,370
Callippe Golf Course – Restaurant/Office	8500 Clubhouse Dr.	2,914
Callippe Golf Course – Cart Barn	8500 Clubhouse Dr.	4,000
Callippe Golf Course – Maintenance Shed	8500 Clubhouse Dr.	4,000
Civic Center – Annex	123 Main St	7,528
Civic Center – Annex Trailer (IT)	123 Main St	2,000
Civic Center – Council Chambers	200 Old Bernal	14,353
Cultural Arts Building	4477 Black Ave	3,200
Dolores Bengtson Aquatic Center	4455 Black Ave	9,625
Fire Station #1 – Admin	3560 Nevada St	9,845
Fire Station #2	6300 Stoneridge Mall Road	12,800
Fire Station #3	3200 Santa Rita Road	6,603
Fire Station #4	1600 Oak Vista Way	9,845
Fire Station #5	1200 Machado Place	3,050
Fire Training Tower	3301 Busch Rd	5,100
Firehouse Arts Center	4444 Railroad Ave.	22,000
Gingerbread Preschool	4333 Black Ave	6,000
Joint Police Service Center	6002 Stoneridge Mall Road	3,500
Nature House	519 Kottinger Dr	800
Operations Services Center – Parks	3333 Busch Rd.	2,000
Operations Services Center – Streets & Signs	3333 Busch Rd.	3,000
Operations Services Center – Support Services	3333 Busch Rd.	1,500
Operations Services Center – Water	3333 Busch Rd.	2,500
Operations Services Center - Admin	3333 Busch Rd.	10,410
Pleasanton Library	400 Old Bernal Ave	32,802
Police Department	4833 Bernal Ave	16,897
Recreation Modular	200 Old Bernal	2,500
Senior Center	5353 Sunol Blvd	22,000
Sports Tower – 2nd Floor	5000 Parkside Dr	2,000
Veterans Memorial Hall	301 Main St.	9,025

## ATTACHMENT I

### AS-NEEDED MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2020 between \_\_\_\_\_ ("Contractor") a \_\_\_\_\_ (insert one: California corporation, partnership, sole proprietor, individual), whose address is \_\_\_\_\_ and the CITY OF PLEASANTON, a municipal corporation ("City").

### RECITALS

- A. Contractor is qualified and experienced in providing the work or services set forth in Exhibit A of this Agreement.
- B. City finds it necessary and advisable to obtain work or services from Contractor on an as-needed basis.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Term.** The term of this Agreement commences on the date written above and will expire one (1) year from that date unless the parties agree to extend the Agreement for an additional four (4) one-year terms, not to exceed five (5) years total for this Agreement.
2. **Services to be performed.** Contractor shall perform, or cause to be performed, the work or services described in Exhibit A. This Agreement does not obligate the City to utilize Contractor exclusively for such work or services.

When requested by the City, Contractor will submit a written estimate detailing the cost to perform the requested work or services. No work shall be performed unless approved by the City's designated project manager.

3. **Compensation.** Total compensation pursuant to this Agreement shall not exceed \$ \_\_\_\_\_ per year. Rates shall be as set forth in Exhibit A. For the second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.
  - a. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City.
4. **Indemnification.** Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnities"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related

to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or omission, whether alleged or actual, regarding the work or services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify Indemnities from claims arising from the sole negligence or willful misconduct of Indemnities. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used, constitutes an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.

5. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A:VII:

- a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insured's under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.
- b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.
- c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

For work or services deemed public works, by signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- d. **Certificate of Insurance.** Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In

addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

- e. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
  - f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
  - g. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.
6. **Independent Contractor**. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.
7. **Contractor's Warranty**. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
8. **Notices**. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City: City Manager  
City of Pleasanton  
123 Main Street  
Pleasanton, CA 94566

9. **Miscellaneous Provisions**.

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of work or services already completed by Contractor as approved by City.

- b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.
- c. Contractor shall not assign or transfer this Agreement.
- d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- e. This Agreement constitutes the entire understanding of the parties.
- f. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- g. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
- h. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
- i. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
- j. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**CITY OF PLEASANTON**

**CONTRACTOR**

\_\_\_\_\_  
Nelson Fialho, City Manager

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
Karen Diaz, City Clerk

*[If Contractor is a corporation, signatures must comply with California Corporations Code §313]*

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dan Sodergren, City Attorney

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_