

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Custodial Services Bid Award (FB22-05)
Recommendation: Adopt a Resolution awarding the contract for custodial services to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning) of Marysville, CA in the amount of \$74,628 for one (1) year with the option of three (3) one (1) year extensions, with the finding that it is in the best interest of the City. Authorize the City Manager to approve the contract extensions
Fiscal Impact: \$74,628 annually as follows:

\$19,548 Senior Center
\$32,436 Gauche Aquatic Park
\$22,644 Sutter Animal Services Authority

Purpose:

To award the custodial services contract to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning). Custodial services will be provided at three (3) City facilities including the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority (SASA).

Council's Strategic Goal:

This item addresses the City Council's Strategic Goal of fiscal responsibility.

Background:

The City has been paying for custodial services on a month to month basis for the last two months for the three locations mentioned above due to the previous agreement expiring in November 2021. The City hopes to enter into an agreement with a contractor to keep the terms and level of service consistent. The Facilities Maintenance division oversees the custodial and maintenance services for several City facilities including: City Hall, the Corporation Yard, Police Department, Fire Admin Building, the Water Treatment Facility, and the Wastewater Treatment Facility. The Facilities Maintenance division does not have sufficient staff on hand to clean and maintain the Senior Center, Gauche Aquatic Park, and Sutter Animal control, therefore the City contracts this service to an outside vendor.

Analysis:

The Public Works Department worked with Finance staff to finalize bid specifications that would meet the City's needs. A formal bid was developed and advertised according to the City's ordinances. Seven (7) vendors in the Yuba-Sutter and Sacramento areas were contacted and informed of the open formal bid. Five (5) vendors responded with initial interest, but only four (4) sealed proposals were received. Each proposal was scored on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
Reasonableness of cost	35
References/Qualifications	50
Bid Completeness	15

The bid packets were scored by staff from the Facilities Maintenance Division of the Public Works Department. The bid evaluators notified Finance staff of the result and concur with the recommendation.

The following proposals were received and scored as follows:

<u>Vendor</u>	<u>Score</u>	<u>Price/Year</u>
VALCO Cleaning, Inc. Marysville, CA	98.50	\$ 74,628
Ultimate Building Maintenance Yuba City, CA	96.51	\$ 81,600
Lincoln Training Center Roseville, CA	83.13	\$140,232
S.Sarkissian CO Phoenix, Arizona	75.55	\$ 82,776

Fiscal Impact:

\$74,628 annually as follows:

- \$19,548 Senior Center
- \$32,436 Gauche Aquatic Park
- \$22,644 Sutter Animal Services Authority

Alternatives:

- 1) Request a new bid process
- 2) Reevaluate proposals and select an alternate vendor

Recommendation:

Adopt a Resolution awarding the contract for custodial services to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning) of Marysville, CA in the amount of \$74,628 for one (1) year

with the option of three (3) one (1) year extensions, with the finding that it is in the best interest of the City. Authorize the City Manager to approve the contract extensions.

Attachments:

1. Resolution
2. Standard Agreement (Draft)

Prepared By:
Kevin Rivera
Accountant I

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A STANDARD AGREEMENT TO VALCO CLEANING, INC.,
FORMERLY KNOWN AS VALLEY COMMERCIAL CLEANING, IN THE
AMOUNT OF \$74,628 FOR PROVIDING CUSTODIAL SERVICES**

WHEREAS, staff issued a Formal Bid on November 2, 2021 to award a contract to the lowest, most responsive vendor to provide custodial services to the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority; and

WHEREAS, after analysis of the four proposals received, staff determined VALCO Cleaning, Inc., formerly known as Valley Commercial Cleaning, to be the lowest, most responsive vendor to provide the requested services; and

WHEREAS, staff recommends awarding a Standard Agreement to the lowest, most responsive vendor, VALCO Cleaning, Inc. for providing custodial services to the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority; and

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. The City Council of Yuba City finds that VALCO Cleaning, Inc., formerly known as Valley Commercial Cleaning, has demonstrated the professional qualifications and ability to provide the desired custodial services at a fair and reasonable cost. The City Council hereby authorizes the City Manager to execute an agreement with VALCO Cleaning, Inc. in the amount of \$74,628, subject to approval as to legal form by the City Attorney.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of January, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of January 2022 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and VALCO Cleaning, Inc., hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

Provide weekly custodial services for the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority as per FB22-05 bid specifications attached. Contractor will provide services at the price of \$6,425 per month, not to exceed \$74,628 per year without additional authorization by the City. This agreement is valid for one year and may be extended on an annual basis for an additional three years.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A
MUNICIPAL CORPORATION**

CONTRACTOR

By: _____

Name: VALCO Cleaning, Inc.

Title: City Manager

Address: 1220 D Street

Marysville, CA 95901

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.

INSURANCE REQUIREMENTS FOR MOST CONTRACTS

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
(If applicable – see footnote next page)

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

PART II SPECIFICATIONS

Custodial Services

GENERAL

The City of Yuba City wishes to enter into a custodial services agreement for the cleaning of the Gauche Aquatic Park, 421 C Street; Senior Center, 777 Ainsley Avenue; Sutter Animal Services Authority (SASA), 200 Garden Highway. The initial contract period will be for one (1) year. The contract may be extended annually on a year-to-year basis, but no more than three (3) extensions will be given. The contract will not exceed four (4) years.

SCOPE OF WORK

Provide following service:

Gauche Aquatic Park, 421 C Street

Frequency of Work:

Off-Peak Season is defined as the day After Labor Day (September) to the Friday before Memorial Day (May) - Unless stated otherwise all scope of work is to be completed 5 times per week.

Peak Season is defined as the Saturday before Memorial Day (May) to Labor Day (September) – Unless stated otherwise all scope of work is to be completed 7 times per week.

Area

Front Lobby and Hallways-

- *Clean, remove trash, dust, remove cobwebs, sweep and mop
- *Peak Season – Wash and clean windows daily
- *Off-Peak Season – Wash and clean windows bi-weekly

All Family Changing Rooms and Men’s and Women’s Changing Rooms-

- *Clean bowls, basins, seats, urinals, walls, fill the paper and soap dispensers (City provides paper and soap), clean partitions and clean and disinfect the floors and remove trash
- *Peak Season - Daily wet vac floor with a Kaivac machine or equivalent plus degreaser
- *Off-Peak Season – Bi-weekly wet vac floor with a Kaivac machine or equivalent plus degreaser

Shower Curtains-

- *Clean and disinfect – 2 times a week

Staff Rooms, First Aid Room, storage and offices-

- *Clean, remove trash, sweep and mop floor, vacuum carpet, dust and remove cobwebs

Outdoor Drinking fountain-
*Clean and disinfect

Lockers-
*Wipe out and disinfect, place any items found in lockers in “lost and found”

Front Desk Area-
*Wipe down counters and glass case

Multi-Purpose Room –
*Professionally clean carpets before the start of the Peak Season and at the beginning of the Off-Peak Season
*Peak Season – Wash and clean windows daily
*Off-Peak Season – Wash and clean windows bi-weekly

Concession Area –
*Peak Season – Wet vac floor with a Kaivac machine or equivalent plus degreaser, dump trash, and fill paper dispensers

Senior Center, 777 Ainsley Avenue

Unless stated otherwise all scope of work is to be completed 5 times per week.

Areas

Front entry and hallways-
*Vacuum carpet, remove trash, dust and remove cobwebs

Carpet Cleaning-
*Professionally clean carpet in entire building 2 times per year

Main Room, Game Room, Arts and Crafts Room, Pool Room
*Sweep and mop floor, remove trash, vacuum carpet, dust and remove cobwebs
*Arts and Craft room-strip and wax floor-1 time per year

Front and Back office-
*Vacuum carpet, remove trash, dust and remove cobwebs

Lounge-
*Sweep and mop floor, vacuum carpet, remove trash, dust and remove cobwebs

Nutrition room-
*Sweep and mop floor, vacuum mats, dust and remove cobwebs, remove trash and clean restrooms (as per instructions below under “All Restrooms”)-2 times per week
*Strip and wax floors-1 time per year

*Strip and wax the kitchen floors-1 time per year

All Restrooms-

*Clean bowls, basins, seats, urinals, walls, fill the paper and soap dispenser's, clean partitions, clean and disinfect the floors.

*Strip and wax floor-1 time per year

Small meeting room, computer room and library-

*Sweep and mop floor, vacuum carpet, dust and remove cobwebs

Kitchen and small meeting room-

*Sweep and mop floor, vacuum carpet, dust and remove cobwebs

Windows-

*Wash and clean-1 time per year

Sutter Animal Services Authority (SASA), 200 Garden Highway

Unless stated otherwise all scope of work is to be completed 5 times per week.

Areas

Offices and front office area(lobby)-

*Sweep and mop floor(where applicable), vacuum, remove trash, dust, remove cobwebs, and wipe the counters

Restrooms-

*Clean bowls, basins, seats, urinals, walls, fill the paper and soap dispenser's, clean partitions, clean and disinfect the floors

Floors-

*Clean and buff floors-once a month

*Scrub and recoat-3 times per year

Windows-

*Wash and clean-1 time per year

Closing Instructions for all three locations-

Secure building by turning off all lights, locking all doors and setting alarm (if applicable)

Contractor shall provide all equipment and supplies (OSHA approved) necessary to accomplish the attached custodial tasks except the following supplies which are to be provided by the City: Toilet paper, paper towels, hand soap, seat covers, air fresheners, trash liners, paper cups.

City of Yuba City
FB22-05

Contractor agrees to contact the Public Works Department at (530) 822-3241 or the appropriate City department contact to replenish supplies furnished by City.

Contractor must possess adequate staff to cover all described "Scope of Work" due to illnesses, vacation, or other foreseen absence.

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above-named business.

CUSTODIAL SERVICES

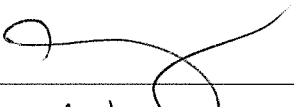
<u>Building</u>	<u>Cost Per Month</u>		<u>Cost Per Year</u>
Gauche Aquatic Park	\$ <u>2,703.00</u>	x 12	\$ <u>32,436.00</u>
Senior Center	\$ <u>1,629.00</u>	x 12	\$ <u>19,548.00</u>
SASA	\$ <u>1,887.00</u>	x 12	\$ <u>22,644.00</u>
TOTAL COST PER YEAR			\$ <u>74,628.00</u>
(Add 3 above costs together)			

(Total written in words)

It is hereby understood that the above bid reflects the total cost of custodial services detailed in the Specifications.

Signature

Printed Name


Alexandria Rainey

Title

Co-owner