# CUSTODIAL SERVICES City of Ankeny, Iowa

# EXHIBIT A BID SUBMITTAL FORMS

You may legibly write your bid, or you may type your bid on the bid forms.

You must submit one (1) original, along with two (2) copies of your sealed bid by regular mail delivery or in person submission to be received (not postmarked) by the closing date and time.

Exhibit A – Bid Submittal Forms, Exhibit B – Information to Bidders and Exhibit C – Cleaning Schedules are contractual items and will be included in the final agreement to be awarded to the successful bidders(s).

### **IMPORTANT DATES**

DAY	DATE	ACTIVITY
Wednesday	December 6	RFP posted on City website
Thursday	December 14	Building inspections from 9:00 a.m. to 11:00 a.m.
Friday	January 5	Bids due before 5:00 p.m.
Monday	January 8	Begin review of bids, including reference checks
Friday	January 26	Complete review of bids
By Wednesday	January 31	Contractors may be selected for interviews
Monday	February 5	Interviews
Monday	February 5	Recommendation for award to City Council
Manday	Echruany 10	City Council considers agreement and if awarded, Mayor
Monday	February 19	signs agreement
Tuesday	February 20	All bidders notified via email

At the City's sole discretion, the above timeline is subject to change.

Wednesday	February 28	Contractor's personnel to complete security review before the agreement start date; conducted by the Ankeny Police Department.
Thursday	March 1	Contractor starts per agreement.



#### BID SUMMARY - 2017

Please place a check mark ( $\checkmark$ ) in the appropriate space to the left of each item below to verify that you have returned this page and all of the required bid submittal forms with your bid:

1 original, along with 2 copies of your bid forms
Company Profile
References / Client List
Bid Requirements
Contractor's Personnel & Wages
Employee Safety Training
Table I – Base Bid
Any Addendums
Proof of your current business insurance

#### Please complete the following:

COMPANY NAME	FB6 SERVICE CORPORATION
Address	1615 NE 58th AUL
City, State, Zip	DES MOINES, IA 50313
Company Website	WWW - FBGSERVICES - COM
Telephone #	515-299-4680
BIDDER'S NAME	MICHAEL LIVERMORE
Title	DISTRICT DIRECTOR
E-Mail Address	M LIVERMONE OFBLSERVICES. COM
Cell #	515-202-6155
Signature	Myel M Lucin
Date Submitted	1-5-18



### **COMPANY PROFILE**

Please complete and return this page with your bid. This RFP form standardizes the information from each bidder.

Please submit this	Company N	ame:		
page with your bid	FB6	SERVICE	CORPORATION	

The year your company was established in the Des Moines metro area.	j983
The number of full-time custodial employees (as of December	
2017) working for your company in the Des Moines metro area.	40
The number of part-time custodial employees (as of December	
2017) working for your company in the Des Moines metro area.	50
The estimated square feet of professional office space (not	
commercial warehouse) (as of December 2017) that your company	5 MILLION
cleans on a daily basis in the Des Moines metro area.	5 111100.01
The estimated number of commercial clients (not governmental	
clients) your company cleans for on a daily basis in the Des Moines	50
metro area.	, v
The estimated number of governmental clients (city, county,	,
school district or state agency) that your company cleans for on a	6
daily basis in the Des Moines metro area.	
During the past 24 months, has your company been threatened with	
termination or terminated by a client who was dissatisfied with your	NO
cleaning services?	M C
During the past 24 months, has your company terminated an	NO
employee for theft from a client?	NO

Briefly describe the best aspects of your company.

SER ADDENDUM



#### REFERENCES / CLIENT LIST

Please complete and return the following pages with your bid. Provide five (5) client references for which you perform/performed professional office building custodial services in the Des Moines metro area—three (3) current clients, and two (2) former clients. These should be your highest square footage clients and/or those cleaned the most number of days per week. Please include the most current contact information for each client, including your former clients, as we will use this list for a reference check. This RFP form standardizes the information received from each bidder. If your company currently provides or previously provided these services to the City of Ankeny, please do not list the City as a reference.

Please submit this Company Nan	ne:	
	SERVICE COR	PORATION
Current Client #1		
Company Name DMBC		Deed .
Contact Person	MILLER	127
Phone Number 5 15	-964- 6816	en (("
E-Mail NLMILLERY	DMACC, RALL	
Month/Year service started \( \tau_{\text{\tinit}}\\ \text{\tex{\tex	44,2009	
Square footage cleaned daily ON	18 MILLION	
Number days cleaned a week Mos		
Check-off / Write-in cleaning activities	you perform at this location:	
Entrances/Public Lobby Public Counter(s) Kitchens Lunch/Breakrooms Restrooms Showers	Refilling Supplies Empty/Remove Trash Cubicles Private Offices Conference/Mtg Rms Locker Rooms	Mop Sweep Vacuum



## REFERENCES / CLIENT LIST (Continued)

Please submit this	Company Name:	
page with your bid	FB6 SE	INVICE CORPORATION
		)
Current Client #2		· No P
Company Name	NSC	
	the WAY DE 1150	
Phone Number 46"	2-770-6207	y the Hethrical Call-Sie
E-Mail MNRHORL	RO OHSCFM. CO	M
Month/Year service sta		
Square footage cleaned	daily 1,5 million	
Number days cleaned a		
Check-off / Write-in clea	aning activities you perfo	orm at this location:
Entrances/Public Public Counter(s) Kitchens Lunch/Breakroom Restrooms Showers	Empty/F Cubicles Private	Offices ence/Mtg Rms
Current Client #3		
Company Name MNS	AMOUTICAN ENLACE	4
Contact Person 6 AG	Y LENTZKOW.	
Phone Number 515	-250-6738	N. P.
E-Mail GLLENTZ	I KUW @ MIDAM	aricon can
Month/Year service sta		Left voicerial 1/25
Square footage cleaned	daily 1/2 MILLIO	h
Number days cleaned a		
Check-off / Write-in clea	aning activities you perfo	orm at this location:
Entrances/Public Public Counter(s) Kitchens Lunch/Breakroom Restrooms Showers	Empty/F Cubicle Private	Offices ence/Mtg Rms



### **REFERENCES / CLIENT LIST (Continued)**

page with your bid	FB6 SERVICE CORPORATION
Former Client #1	
Company Name AA	
Contact Person STRU	en musson
Phone Number 641	- 421- 8477 Junable to reach
	NDMN-IA-AAR, COM
Month/Year service star	7   2010
Square footage cleaned	
Number days cleaned a	
Check-off / Write-in clea	ning activities you performed at this location:
Public Counter(s) Kitchens Lunch/Breakrooms Restrooms Showers	Empty/Remove Trash Cubicles Private Offices Conference/Mtg Rms Locker Rooms  Sweep Vacuum  Locker Rooms
Former Client #2	
Company Name Tou	A ENRIBY CENTER
Company Name Tou-	XIAOHUI
Company Name Contact Person Phone Number 5/5	XIAOHUI -965-7055
Company Name TOU- Contact Person Z Hou Phone Number 5 (5) E-Mail X HZ Hou	XIAOHUI -965-7055 JIA STATE, EDU UM 1/25
Company Name Tour Contact Person Z Hou Phone Number 5 5 5 E-Mail X HZ Hou Month/Year service start	XIAOHUI -965-7055 JIA STATE. EDU UM 1/25 ed 1/206
Company Name Tou- Contact Person Z Hou Phone Number 5 5 E-Mail X HZ Hou Month/Year service start Square footage cleaned	XIAOHUI -965-7055 DIASTATR. EDU UM 1/25 ed 1/2016 daily 10,000
Company Name Contact Person Phone Number  5 5  E-Mail Month/Year service start Square footage cleaned Number days cleaned a	XIAOHUI -965-7055 DIA STATE. EDU UM 1/25 ed 1/2016 daily 10,000



#### **BID REQUIREMENTS**

As you prepare your bid, please review the following Bid Requirements and return this page with your bid.

Please submit this	Company Name:		
page with your bid	FB6 SERVICE	CORPORATION	

- 1. Examine Sites: You are highly encouraged to visit and inspect each building location listed in this RFP in order to familiarize yourself with all conditions that may affect the bid. Buildings will be open on Thursday, December 14, 2017 from 9:00 a.m. to 11:00 a.m. Contractors are asked to check in at the front desk at each location. A building representative will escort those requesting a tour of the areas on the cleaning schedule.
- 2. No Sub-Contractors: Please note that the cleaning contract is between the City of Ankeny and the contractor. As such, the City will rely on the contractor to provide all cleaning services, without utilizing sub-contractors. The bid you prepare for custodial services will indicate that your company is the sole provider and will be able to independently fulfill the cleaning contract.
- 3. Provide Insurance and Name City as Additional Insured: Services outlined in the RFP cannot begin until a proper certificate of insurance has been reviewed and approved. A copy of your current certificate of insurance should be included with your bid. Insurance requirements are listed under the Insurance Information and General Contract Terms & Conditions.
- 4. Questions should be emailed to Sandy McClure, Purchasing Coordinator at <a href="mailto:smcclure@ankenyiowa.gov">smcclure@ankenyiowa.gov</a>. Responses will be sent via email to all bidders in the form of an Addendum. All Addendums must be signed and returned with the bid submittal.
- 5. I have read and understand the terms and expectations detailed in its Exhibits A, B and C.

MMC

# \*

# CONTRACTOR'S PERSONNEL & WAGES Supervisory Personnel

The contractor must designate at least one (1) site supervisor directly responsible for supervising the day-to-day cleaning, who will be present at each cleaning.

complete for Supervisory Personnel only:  a. Will you designate one (1) on-site supervisor to be assigned to the This should be the person in a supervisory role immediately resupervisory cleaning personnel.  Check either: Yes No  b. Will the on-site supervisor be a "working supervisor"?	he City's accoun	
a. Will you designate one (1) on-site supervisor to be assigned to the This should be the person in a supervisory role immediately resupervisory cleaning personnel. Check either: Yes No		
This should be the person in a supervisory role immediately resupervisory cleaning personnel.  Check either: Yes No		
b. Will the on-site supervisor be a "working supervisor"?		
Check either: Yes No		
c. Will the supervisor for the first year of the City's agreement be an who is currently on your staff?  Check either: No  Complete the following table for the City's agreement for the first year:	n existing emplo	oyee
WAGES Complete if above	WAGES Complete if above	
SUPERVISORY PERSONNEL "c" was "YES"	"c" was "NO"	
Job Title Full-Time Part-Time Existing Staff- (Qty) (Qty) Current \$/Hour	New Hire- Starting \$/Hour	No Entry
OPERATIONS SUPERVISOR 1 \$14.00		



# CONTRACTOR'S PERSONNEL & WAGES Non-Supervisory Personnel

The contractor may utilize any combination of full-time and/or part-time cleaning personnel as the contractor determines best to perform the cleaning services. At least two (2) cleaning employees must be utilized at each site for all cleaning events.

Please submit this	Company Name:	
page with your bid	FB6 SERVICE	CORPORATION

Complete for cleaning personnel who are NOT supervisors:

- a. Which single item below best describes the cleaning personnel planned for the first year of the City's Agreement?
  - 1) Most would be existing employees currently on our staff
  - 2) \_\_\_\_ Most would be new employees hired for this Agreement

Please complete the following table for the City's agreement for the first year:

			WAGES	WAGES	
			Complete if above	Complete if above	
			"a" was "1"	"a" was "2"	
			(existing	(new employee	
NON-SUPERVISORY	PERSONN	EL	employees)	hires)	
Job Title	Full-Time	Part-Time	Existing Staff-	New Hire-	No
B	(Qty)	(Qty)	Current \$ Hour	Starting \$ Hour	Entry
CLEANING SPECIALST		1	11 th		
u u		1	\$ 10.50		
u		2	51,0,00	•	

Briefly describe below how the cleaning personnel typically works (for example, do they work without the supervisor, work alone or with a team member, communications if issues arise procedures to check in and check out when done, check job duties to contract requirements, etc.)
procedures to check in and check out when done, check job duties to donit dot requirements, etc.)
SEL ADDENDUM



#### **EMPLOYEE SAFETY TRAINING**

Please identify all employee safety training provided by and paid for in full or in part by the contractor for full-time and part-time employees who would work (supervise or clean) at the City's facilities. For example, MSDS, blood borne pathogens, etc.

Please submit this	Company Name:							
page with your bid	FB6	SERVICE	CORPORATION					

Complete the following table for the City's agreement for the first year:

FULL-TIME TRAINING	PART-TIME TRAINING
Full-Time means 40 hours per week, 52	Part-Time means 39 hours or less per week,
weeks per year.	52 weeks per year.
HAZCOM (MSDS +SDS)	SAME
BLOOD BORNE PATHOGERS	SAVE
ASBESTOS	J AMT
Erroency EVAC +FIRL	SAME
•	
	p.
	,

#### Instructions for

#### Table I - Base Bid

#### **Itemized Base Bids**

- See the next page for an Example of Table I Base Bid.
- The Base Bid is based on cleaning up to all seven (7) buildings. Five (5) buildings are cleaned on a regular basis, while two (2) are occasional or on-call. The Base Bid services are the cleaning tasks and frequencies listed on the cleaning schedules for the assigned buildings in Exhibit C.
- The top portion shows regularly scheduled locations. The bid **must** be submitted as an "itemized" quote per building (the monthly amounts). Add and enter the "Total Base Bid Per Location" in the appropriate column.
- The lower portion shows on-call locations those which services are performed at the request of the building representatives on an as needed basis. The bid must be submitted as a "per occasion" quote, with the sum of all four (4) years entered in the appropriate column (Total Base Bid per Location).

#### **EXAMPLE:** Table I – BASE BID

This example is to clean up to all seven (7) buildings, either on a regular schedule or an "on call" schedule. Note, the following itemized dollar amount per building in the example below is provided to show the method only, and is not meant to influence the bidding process. You must submit an itemized (specific quote per building); do not submit only a grand total quote. Remember to enter your Company Name on the actual form for Table I – Base Bid.

#### Table I – BASE BID CUSTODIAL SERVICES CONTRACT

Please submit this page with your bid. Company Name: SAMPLE TABLE	
---	--

You	ULARLY SCHEDULI bid must be itemize tion).		2018-2019	2019-2020	2020-2021	2021-2022	TOTAL BASE BID PER	
	Location	Address	MONTHLY AMOUNT YEAR #1	MONTHLY AMOUNT YEAR #2	MONTHLY AMOUNT YEAR #3	MONTHLY AMOUNT YEAR #4	LOCATION	
1.	City Hall	410 W First Street	\$1,359	\$1,382	\$1,336	\$1,450	\$5,527	
2.	Fire Station #1	120 NW Ash Drive	\$419	\$426	\$450	\$475	\$1,770	
3.	Library			nthly quote for services to be		\$2,250	\$9,259	
4.	Public Services	220 W First Streethe a	provided at each location for every year of the agreement. The sum of YEAR 1, YEAR 2. YEAR 3 and YEAR 4 should be			\$500	\$6500	
5.	Police	enter	ed in the yellow o	n the yellow column at right BASE BID PER LOCATION).		\$1,280	\$5,020	
5.	Police				75	\$1,280	\$5,020	

	EDED (ON-CALL) LO oid must be <i>per occas</i>						TOTAL BASE	
	Location Address		Per Occasion Amount YEAR #1	Per Occasion Amount YEAR #2	Per Occasion Amount YEAR #3	Per Occasion Amount YEAR #4	BID PER LOCATION	
6.	Lakeside Center	400 NW Lakeshore Drive	\$100	\$125	\$150	\$175	\$550	
7.	Outdoor Ed Ctr	610 NE 36 <sup>th</sup> Street	when reques for the Lakes Center. Quo EACH OCCA YEAR 2, YEA	sted by the buildi side Center and ( ote amount to be <u>ASION</u> , with the AR 3 and YEAR nn at right (TOTA	entered will be for sum of YEAR 1,	25 or	\$900	



#### Table I – BASE BID BUILDINGS CUSTODIAL SERVICES CONTRACT

	Company Name:			
Please submit this page with your bid.	FB6	SERVICE	CORPORATION	

Your	ULARLY SCHEDUL bid must be itemiz tion).		2018-2019	2019-2020	2020-2021	2021-2022	TOTAL BASE
	Location	Address:	MONTHLY  AMOUNT  YEAR #1	MONTHLY AMOUNT YEAR #2	MONTHLY AMOUNT YEAR #3	MONTHLY AMOUNT YEAR #4	BID PER LOCATION
1	City Hall 410 W First Street		500	500	515	515	\$ 2030
2	Fire Station #1	120 NW Ash Drive	325	325	335	335	\$ 1320
3	Library	1210 NW Prairie Ridge Drive	2000	2000	2060	2060	\$ 8000
4	Public Services	220 W First Street	472	472	486	486	\$ 1916
5	Police	411 SW Ordnance Road	2333	2333	2403	2045	\$ 9472

	EDED (ON-CALL) LO old must be <i>per occas</i>						TOTAL BASE
	Location La	Address	Per Occasion Amount YEAR #1	Per Occasion Amount YEAR #2	Per Occasion Amount YEAR #3	Per Occasion Amount YEAR #4	BID PER LOCATION
6	Lakeside Center	400 NW Lakeshore Drive	125	i25	125	125	\$ \$2500.00
7	Outdoor Ed Ctr	610 NE 36 <sup>th</sup> Street	75	75	75	75	\$ 300.00

See Exhibit C for the cleaning schedules per location.

#### GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

 The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.

 The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.

 Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is Destination. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.

- 4. The City is not obligated to keep nor pay for over shipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
- Payment is authorized by the City Council on the first and third Mondays of the month.
- The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
- In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
- 8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
- 9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
- 10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
- 11. The City of Ankeny, lowa is exempt from sales tax and certain other use taxes, Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
- 12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
- Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.

- 14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
- 15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
- 16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
- 17. Each bidder shall submit an original Bid on the forms attached. The bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
- In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
- Upon request, the results of this bid must be extended to any other City of Ankeny departments.
- 20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
- 21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
- 22. All documents submitted with any bid or proposal shall become public documents and subject to lowa Code Chapter 22, which is otherwise known as the "lowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunities.

#### INSURANCE INFORMATION - CITY OF ANKENY, IOWA

#### **INSURANCE REQUIREMENTS**

For <u>PRODUCTS</u> or <u>SERVICES</u> requiring Contractor's presence on any Agency property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the lowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

**Automobile Liability Insurance:** The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and nonowned motor vehicles used in the performance of this contract by the Contractor or its employees.

**Subcontractors:** In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

**Qualifying Insurance:** The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "B" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insureds <u>without restrictions</u> on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

#### CERTIFICATE OF INSURANCE REQUIREMENTS

- An original policy or Certificate of Insurance with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
- 2. The name of the agent signing the certificate must be typed under his/her <u>Original Penned Signature</u> as well as the business address and phone number of the agent.
- 3. All addresses on the certificate should list a street address (not a PO Box address).
- 4. "The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to (Custodial Services City of Ankeny, Iowa)" must be specifically indicated on the certificate in the Description of Operations section.
- 5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
- 6. The liability limits required by the City are \$2 Million (minimum). This must be <u>claims occurred</u> general liability coverage.
- 7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
- 8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

ANY EXCEPTIONS MAY BE CONSIDERED AS AN EVALUATING FACTOR IN AWARDING THIS BID/PROPOSAL.

#### GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any

purchase order placed.

The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.

Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is Destination. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.

The City is not obligated to keep nor pay for over shipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.

Payment is authorized by the City Council on the first and third

Mondays of the month.

The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.

In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.

- Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
- Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
- 10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as
- The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes, Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
- The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
- Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.

14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.

All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.

16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

Each bidder shall submit an original Bid on the forms attached. The bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.

In case of a discrepancy between the unit price and the extended

price, the unit price shall prevail.

- Upon request, the results of this bid must be extended to any other City of Ankeny departments.
- The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.

21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their

insurance policy if requested by the City.

All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunities.



### City of Ankeny Custodial Services Addendum

#### **Briefly Describe The Best Aspects of Your Company:**

Certified Quality Management System: Our quality system is the foundation of our entire service delivery program. It is the documentation of all our processes and benchmarks for continuous improvement that make us, and our customers, successful.

**Employee Ownership:** Our owners take pride in doing a good job. Employee owner committees help communication to our associates how they can personally impact our success. This helps create the stable, productive work force that our customers appreciate.

**Technology:** FBG's internal IT staff designed and supports our information management system, *MyPortfolio*. Through this secure web portal, all service requests are entered and tracked. Reports generated and viewed from MyPortfolio can be customized specifically for your organization based on the parameters you wish to monitor.

**Sustainable Practices**: Known as "Pioneers of Responsible Solutions" we understand the impact our services have on the value of a building. We have been implementing Healthy High Performance Cleaning Programs since 2004 and are members of the U.S. Green Building Council.

**Supplier Relationships**: Our strong relationships with suppliers allow us to serve as beta testers for their developmental equipment, providing them feedback on operation and design changes that we recommend based on actual performance.

# Briefly describe how the supervisor will oversee the work performance of the other employees:

Inspections

FBG's managers are equipped with the latest technology when doing monthly building inspections. FBG uses Team Software's eHub system® for performing inspections, monitoring inspection results, and analyzing trends. Each area of a facility is scored using a template specifically created for each customer. The software also allows us to create a work ticket then schedule the correction of any found deficiencies. Complete inspection data will be made available.

Our staff uses a multi-level inspection system. Cleaning specialists check their work as they go along. The on-site supervisor conducts a final inspection and Operations Supervisors conduct periodic inspections. Our in-progress and final inspection processes are designed to ensure that the crews do not leave the building until the work has been done to the customer's specifications.



If deficiencies are discovered during an inspection, a corrective action work order is automatically generated, documenting the deficiency and becomes a part of future operating metrics. Once completed, the finished inspection is uploaded to our website where it is stored for future reference and analysis.

#### Communications

We encourage the use of our **Customer Support Center** for service requests and complaints. Though your managers can access the Center by phone, fax, or email, we recommend using our proprietary online information management system, MyPortfolio.

From this secure website, assigned personnel may enter a work request that goes straight to the Customer Support Center. The status of this service request and associated billing activity can be viewed online at any time. Within each query, the information can be downloaded to Excel to compile trend results by site, or by service. This data is used to not only manage the work, but also to manage costs, personnel, and equipment. Once the data is in Excel, we can analyze and ask "what if" is limited only by imagination and knowledge of Excel's capabilities.

The Supervisor has the authority to lead and correct. Disciplinary action is provided by our Human Resource Manager.

#### Briefly describe how the cleaning personnel typically works:

All positions operate from a job schedule that is developed from your specifications.

SPECIA	ALIST	0.000	VACUUM					
Floor	E.T.	Schedule	Daily Duties					
В	5 m.	4:35-4:40	Check in. Get Supplies. Check with supervisor for any special instructions.					
12	43 m.	4:42-5:25	Vacuum entire floor, checking behind everyone else. Vacuum all carpeted and hard surface floor areas. Arrange chairs and trashcans in an orderly fashion. Turn out lights and lock doors.					
NOTE	The actu	al Job Schedule	shows the duties for the other floors.					
В	5	8:25-8:30	Empty vacuum bag, clean equipment, and put away. Brief supervisor on activities. Prepare for the next evening.					
Weekly	duties							
Monday			Edge Vacuum all areas 12th Floor					
Tuesday		<b>─</b>	Edge Vacuum all areas, 11th Floor					

All employees have a badge with their picture on it. On the back are the contact numbers for the timekeeping system, supervisors, and the office.



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such and resemble().

t	his certificate does not confer rights	to th	e cer	tificate holder in lieu of si	uch en	dorsement(s	olicies may ).	require an endorsemen	t. A St	atement on	
PRO	DUCER				CONTA NAME:	CT April Walk	er.				
	verStone Group 516 Miracle Hills Drive				PHONE (A/C, No, Ext): 402,964,5621 FAX (A/C, No):						
	naha NE 68154				E-MAIL ADDRESS: certificates@ssgi.com						
						INS	URER(S) AFFOR	RDING COVERAGE		NAIC#	
					INSURE	RA: Travelers	s Casualty &	Surety of America		31194	
	URED IG Service Corporation	1301			INSURE	кв: Traveler	s Insurance C	Co.		39357	
	7 S. 27th Avenue				INSURE	R c : Travelers	s Property Ca	asualty Co. of America		36161	
Or	naha NE 68131				INSURE	RD:					
					INSURE	RE:		ik.			
					INSURE	RF:					
				NUMBER: 1885711789				REVISION NUMBER:			
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	equi Per Poli	REME TAIN, ICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDS LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO I	WHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDI INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
В	X COMMERCIAL GENERAL LIABILITY			630925J6344PHX18		1/1/2018	1/1/2019	EACH OCCURRENCE	\$ 1,000,0	000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,00	0	
								MED EXP (Any one person)	\$ 5,000		
								PERSONAL & ADV INJURY	\$ 1,000,0	000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,0	000	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,0	000	
	OTHER:								\$		
В	AUTOMOBILE LIABILITY			P810925J6356TIA		1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0	000	
	X ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$		
	AUTOS ONLY AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$		
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
_	V Image: I Alian I V		-	OLIDALIA SAAA 440					\$		
С	X UMBRELLA LIAB X OCCUR			CUP9H35638418		1/1/2018	1/1/2019	EACH OCCURRENCE	\$ 10,000,	,000	
	EXCESS LIAB CLAIMS-MADE						}	AGGREGATE	\$ 10,000,	.000	
С	DED   X   RETENTION \$ 0  WORKERS COMPENSATION		-	TC2EUB157D251618		4/4/0040	4/4/0040	V PER OTH	\$		
	AND EMPLOYERS' LIABILITY			10220013/0231010		1/1/2018	1/1/2019	X PER OTH- STATUTE ER			
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					-	E.L. EACH ACCIDENT	\$ 1,000,0		
	(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below						-		\$ 1,000,0		
Α	Crime			105546035		1/1/2018	1/1/2019	E.L. DISEASE - POLICY LIMIT Employee Theft	\$ 1,000,0		
	C.M.C			100040000		17 11/20 10		Employee Theft of Client Property	\$500,00 \$1,000,0	000	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedule	e, may be	attached if more	space is require	d)			
Add	RIPTION OF OPERATIONS / LOCATIONS / VEHICL itional Insured in favor of NSC Facility N	lana	gemei	nt LLC and CenturyLink with	h respe	cts to Genera	al Liability as	required by written contra	ct.		
										16	
CER	TIFICATE HOLDER				CANC	ELLATION					
						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					ACCC	VUDANCE WILL	H THE PULICY	PROVISIONS.			
				` h	AUTHORI	ZED REPRESENT	TATIVE				
					D	R	/.			1	