

**Notice of Inviting Bids (NIB)
for Janitorial Maintenance Services**

Addendum #1

Issued: February 2, 2017

The changes in this Addendum are not material, but will be included in the NIB, and this Addendum will be part of the NIB documents. All conditions not affected by this Addendum will remain unchanged.

Bid Deadline Notice:

The bid deadline is extended to be until 3:00 p.m. on February 14, 2017. The bid opening time is at 3:00 p.m. on February 14, 2017.

Inquiries:

Question 1: Can you provide the current monthly compensation rate for each facility; City Hall, City Yard, Library, Police Department, Cougar Park, etc..?

Response 1: You may submit a Public Records Request to obtain a copy of the current Janitorial Maintenance Services contract. Requests should be submitted through the City of Covina, City Clerk's Office. Please note that the Scope of Work in the January 2017 NIB is different than the Scope of Work in the current agreement.

Question 2: Can you provide the bid bond form or do we have to use our own form?

Response 2: The Bid Bond form has been attached to this Addendum.

Question 3: Do you require a performance bond? Would the performance bond requirement be for the first year total bid or the initial three year term, as there should be written documentation in the specifications pertaining to the bonding requirements?

Response 3: Inserting Section 1.2.8 Bonding Requirements to the NIB to read, as follows:

“As part of the bid package, all bidders must provide a letter from the surety company stating that the company is bondable for the limit required if awarded the Agreement. The successful bidder will be required to furnish a Payment Bond (Labor and Material) and furnish a Performance Bond equal to 10% of the amount of the first year Agreement. The successful bidder agrees to deliver an executed and notarized Performance Bond to the City within 10 working days after the contract award date. Said bond is to remain in full force and effect for the duration of this Agreement and for one year after date of completion of the Agreement. This security shall guarantee faithful performance by the Contractor of all the Contractor's obligations and responsibilities under this Agreement. The entire cost of the bond shall be borne by the Contractor. Before the City executes the Agreement, the Contractor shall furnish the

Payment Bond and Performance Bond of corporate surety satisfactory to the City. Each surety issuing a bond under the Agreement shall have a best rating of at least A.”

The Payment Bond (Labor and Material) and Performance Bond form has been attached to this addendum.

Question 4: The References Form and Information Required of Bidder asks bidders to provide agencies that they have worked with in the past 5 years and the number of years of experience the company has as a contractor in janitorial services work. If a company had an ownership change and is now operating under a new business name and new owner for the past 1 ½ years, but same employees, supervisors and customers, does the firm still qualify for this NIB? If so, should the firm include all the years from the previous business name and current business name?

Response 4: Yes, per Section 2.3 Information Required of Bidder and 2.4 References, please include all the years of experience from the previous business name and current business name.

Question 5: Question 12 under Section 2.3 Information Required of Bidder states to “list the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and company of corporate officers having a principal interest in this Bid.” Please clarify if it is suffice to include the owner’s name, title, address, and telephone number of the office since he is the sole owner of this corporation?

Response 5: Yes, if he is the only individual who has a personal interest in this Bid. Per Section 2.3 Information Required of Bidder Item no. 12, please provide a list of all individuals that have a personal interest in this Bid.

Question 6: Addenda Acknowledgment Form (p. 43). Since there are no changes in the NIB, can I write “N/A” on this form?

Response 6: No, an Addendum was issued on February 2, 2017, and the Bidder must acknowledge receipt of all Addendas and address all requirements set forth in the Addendum.

Question 7: Do we need to provide our Employee Training Handbook as part of the Bid? The NIB states that upon the request of the City, so just wanted to confirm the Employee Training Handbook may be requested in the future?

Response 7: Section 2.8 Bidder’s Checklist Item no. 8, requires bidders to provide their Employee Training Plan as part of the Bid.

Question 8: In the section for Workforce Stability it states, “Also to be included is a description of the workforce (years of experience, training, date of last review, job rating, and proficiency”. Please clarify if bidders are supposed to provide information about the company as whole or just individual employees.

Response 8: Per Section 3.2.6 Workforce Stability, please provide information on the company as whole and individual employees who are part of the workforce.

Question 9: Please clarify if bidders are supposed to provide “proof of negative drug screens within the last 30 days” as part of the bid or upon contract award.

Response 9: Per Section 3.2.8, upon contract approval you must provide the City with a comprehensive Alcohol and Drug Testing Policy. Proof of negative drug screen within the last 30 days is required for all employees assigned to the City’s facilities.

Question 10: Please clarify that the Certificate of Insurance (COI) Errors & Omissions of \$2,000,000 is required when the bid is being awarded to the successful contractor? When sending the COI along with the bid, does it need to state the following below?

- i. Additional Insured: City, its City Council, and each member thereof, Commissioners, officials, officers, employees, agents, and volunteers.
- ii. “The Certificate of Insurance shall provide that in the event of cancellation or material change in any of the required coverage, the insurer shall give the City 30 days advance written notice. The certificate shall not contain “best effort’ modifiers or in any way relieve the insurer of responsibility to give this notice.”
- iii. The Certificate of Insurance shall also state that, “the coverage provided in it is primary, and that the insurer waives any right of contribution with insurance that may be available to the City.”

Response 10: Per Section 1.2.6, the awarded Contractor must provide all the listed insurance documents with the listed limits during the term of the Contract and any extensions thereof. Before the City executes the contract, the Contractor shall provide the City with evidence of the necessary insurance coverage on forms satisfactory to the City’s Risk Manager/Claims Coordinator.

Question 11: Per the Bidder’s Checklist “Completed, signed, and notarized bid bond or other security form (p. 44),” please clarify if this is the bid security in the amount of 10% of total bid price (cash, cashier’s check, money order, or surety bond made payable to “City of Covina”)? If so, can we provide it in the form of cash or cashier’s check; does it still need to be notarized?

Response 11: The Bid Security must be provided in the amount of 10% of total bid price, in the form of cash, cashier’s check, money order, or surety bond made payable to “City of Covina”. The Bid Security in the form of cash or cashier’s check does not need to be notarized.

Question 12: Once the bid is awarded, when is the start date for the contract?

Response 12: The start date for this contract is July 1, 2017.

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), has issued an invitation for Bids for the Service described as follows:

JANITORIAL MAINTENANCE SERVICES

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Service.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Bond No. _____

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), State of California, has awarded to _____
_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

APPROVED AS TO FORM:

By: _____
City Attorney

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the Work, or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

APPROVED AS TO FORM:

By: _____
City Attorney

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.