

CITY OF ROCHESTER

REQUEST FOR PROPOSALS

CLEANING OF CITY PARKING FACILITIES

ROCHESTER, NY

PURPOSE:

The City of Rochester, New York is requesting proposals from experienced and qualified parking companies for the purpose of providing professional cleaning services at City Parking Facilities. The City currently owns eight parking garages and 15 surface lots. The City is currently seeking cleaning proposals for six of its garages for a three year renewable term.

Mortimer Street Garage

83 Mortimer Street
Rochester, NY 14604
600 Spaces
Hours: M-F 7am-7pm



Washington Square Garage

111 Woodbury Boulevard

Rochester, NY 14607

1177 Spaces

Hours: M-F 7am-9pm; Sat. 9am-9pm



Court Street Garage

194 Court Street

Rochester, NY 14604

1001 Spaces

Hours: M-F 7am-9am; Sat. 9am-9pm



Sister Cities Garage

28 N. Fitzhugh Street

Rochester, NY 14614

1001 Spaces

Hours: M-F 7am-7pm; Sat 9am-4pm



Genesee Crossroads Garage

69 Andrews Street

Rochester, NY 14614

604 Spaces

Hours: M-F 7am-7pm; Sat. 9am-4pm

Due to Construction at Crossroads, there is no daily parking until August 2010



High Falls Garage

240 State Street

Rochester, NY 14614

750 Spaces

Hours: M-F 7am-7pm; Sat. 9am-4pm



SCOPE OF WORK AND REQUIREMENTS OF CONTRACTOR

A. Cleaning and Routine Maintenance

The Scope of Services for the selected proposer includes, but is not limited to the following services;

1. Provide all cleaning staff in the specified parking facilities described herein. Staff should be trained in environmental and safety issues in compliance with City of Rochester Code. In the event that the provider is unable to fill a scheduled time, a monetary penalty (\$50.00/hour/person after the first hour) will be assessed, for failure to meet contracted levels of staffing.
2. Ensure that an on-site supervisor is present to supervise all designated locations, at all times that staff is present.
3. Provide uniforms and nametags with photo id containing company name and position. Uniforms should be casual with a professional appearance and will be approved prior to contract completion. This will include uniforms for all seasons.
4. Supply Insurance documents naming the City of Rochester, New York as additional insured.
5. Turn in weekly staffing and payroll reports to the City Parking Director or designee.
6. Provide documentation showing that all employees of the successful Proposer will have completed a background check and drug testing and must possess and carry a valid Government issued photo I.D.
7. Supply appropriate transportation for lead supervisors to travel between facilities
8. All staff must be able to read and understand instructions in English.

Routine Facility Cleaning Services

The Scope of Services for the selected proposer includes, but is not limited to the following services;

Daily:

1. Clean and sanitize all areas including contamination of urine, fecal matter, bodily fluids and pigeon droppings or as required.
2. Empty trash containers
3. Pick up trash in the facility and around the perimeter
4. Sweep and/or blow off ramps
5. Clean and mop with disinfectant the elevator; remove debris from elevator tracts
6. Wipe down all equipment with disinfectant
7. Hose down all walkways, booth areas and entrance and exit lanes
8. Clean any spills or wipe up any standing water

Weekly:

1. Polish elevator cars
2. Wipe down signage and handrails
3. Power sweep all ramps and parking areas when weather permits
4. Wash down all ramps
5. Vacuum the elevator tracks

Monthly:

1. Pressure wash stair towers and landings (not to exceed 2500 PSI)
2. Clean light fixtures
3. Maintenance of fire extinguishers (wiping down)/making sure correct Multi-class dry chemical extinguishers are in place.
4. Fire extinguishers must be charged or refilled and up to date with inspection tags and records kept in the appropriate logs.

Quarterly:

1. Wash all glass in stair and elevator towers (inside and out)
2. Pressures wash all ramps. Machinery must be able to provide hot water and degreaser and must not exceed 2500 PSI.
3. Touch up paint on curbing

Annually:

1. Deep clean and /or degrease all oil stains.

SERVICES FOR LOTS

The cleaning services required shall include by not be limited to:

Daily:

1. Clean and sanitize all areas including contamination of urine, fecal matter bodily fluids and pigeon droppings, or as required.
2. Empty trash containers
3. Pick up trash in and around the Lot perimeter
4. Sweep and/or blow off lot
5. Clean booth areas

Weekly:

1. Wipe down signage
2. Power sweep

Monthly:

1. Clean easily reached light fixtures

Quarterly:

1. Pressure wash lot-weather permitting
2. Touch up paint on curbing

INSURANCE

The Contractor must have or be able to acquire all the insurance necessary as required by the City.

REFERENCES

The Contractor must be able to provide three references from clients similar in size and scope to this contract.

QUALITY ASSURANCE:

The contractor shall provide all supervision, labor, equipment and cleaning supplies necessary to undertake the services identified herein. Contractor shall have a phone number where they can be immediately contacted twenty-four hours a day.

All contractor employees must record their time, either electronically or on the cleaning Daily Report Log located at each facility. (The areas will be agreed upon at a later date.) Failure to comply will result in non-payment for man-hours not reported.

The Daily Log report shall also be signed and dated daily by the supervisor on duty and must contain the following information as a minimum:

- Discrepancies from the routine work scheduled, circumstances that may affect the performance of work, including unhealthy or hazardous conditions and an explanation of the circumstances involved.
- Any malfunctioning equipment, plumbing and light fixtures
- All articles of personal or monetary value found by contractor employees and not belonging to any contractor employees. Said items shall be turned in to the Parking Director or designated City employee for that location no later than the beginning of the next day.
- Damage, vandalism, broken glass, graffiti, listed by description and location.
- Any and all problems and/or complaints of a minor nature, or similar isolated incidences, may be handled directly between the on-site supervisor and the designated City employee for each location. A summary of the incident and resolution shall be contained in the Daily Report Log.

The requirement may be changed to maintain flexibility in quality assurance procedures that better fit the needs of the City.

CONTRACTOR'S EMPLOYEES:

To ensure competent and safe performance of the work during scheduled hours the contractor shall provide appropriate training to employees prior to the beginning of the service under this contract. The contractor shall provide, when submitting names of employees, documentation of type and amount of training received by each employee including any OSHA required training. All employees must be legally able to perform custodial services in City Facilities.

If contractor's personnel are absent, sick or on vacation, the contractor shall supply approved replacement personnel. In the event approved replacement personnel are not provided. A monetary penalty of \$50/hour/person after the 1st hour will be deducted from monthly payments due the contractor.

The contractor hereby agrees that any of its employees who may be assigned to the City's parking facilities to satisfy contractor's obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in area covered by this contract. In the event that other cleaning services, in addition to or separate from the services specified herein, are deemed necessary by the City's authorized designees the contractor may be requested to perform the additional or special service. The contractor will be reimbursed by the City on the basis of the hourly labor rate specified by the contractor plus the cost of materials needed for the additional cleaning services upon approval of cost estimate by the City's authorized designee.

CONTRACT:

- The contract resulting from this Request for Proposal shall commence upon the date of contract execution by both parties and extend for an initial period of thirty-six (36)

months. **THE PRICES SPECIFIED IN THE BID PROPOSAL SHALL REMAIN FIRM FOR THE PERIOD OF THE CONTRACT.**

- This contract may be renewed for two additional one (1) year periods, based on the same prices, terms and conditions at the expiration of its term, by mutual agreement of the contractor and the City. Any renewal will be subject to appropriation of funds by the City of Rochester,
- Notice of intent to renew will be given to the contractor in writing by the City, normally 90 days before the expiration date of the current contract. This notice will not be deemed to commit the City to renew the contract for the renewal period, until such time as the City takes official action to commit to such a renewal.
- At all times during the term of the contract, the successful contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.
- The City reserves the right to delete or amend any of the services or facilities as listed and described herein.
- In the event the City does not opt to renew the contract as stated above; or the City and contractor are unable to reconfirm or renegotiate unit rates for another year, the City shall have the option of extending this contract at the current rates, one month at a time, not to exceed six months total.

ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Parking Director.

CONDUCT:

The City has the sole right to request removal of any contracted employee. The contractor's supervisors shall be responsible for the conduct and performance of the contractor's employees, and compliance with the following rules:

- No loud, boisterous or disruptive conduct will be permitted (including radios)
- Contractor's employees are not to use or tamper with any office machines, equipment, computers or employee's personal property.
- Use of City telephones for personal calls is prohibited
- Only personnel employed by the contractor designated for work at the City shall be allowed on the job site.
- The contractor will replace consumable items at the various locations as necessary.
- Contractor employees will meet acceptable standards of personal hygiene, neatness, bearing and demeanor.

CONSERVATION OF UTILITIES

Contractor shall be responsible for instructing employees on the practice of utility conservation. All OSHA Safety rules and regulations must be followed. A copy of all Material Safety Data Sheets is required at each premise. The contractor shall be responsible for operating under conditions that preclude the waste of utilities and resources.

SAFETY

The contractor shall be responsible for instructing employees on appropriate safety practices. Appropriate signs shall be provided and placed by the contractor to mark areas that are slippery or unsafe. Contractor employees shall be required to interrupt performance of their work, if necessary to allow passage of traffic through corridors.

FIRE PREVENTION

The contractor shall conform to all applicable fire regulations and shall instruct employees in all applicable provisions as they apply to this contract.

Contractor shall not store combustible supplies, including but not limited to, rags, and paper near possible sources of ignition. Contractor shall not mix chemicals and cleaning supplies that have hazardous or combustible reactions.

SMOKING IS STRICTLY PROHIBITED

III. CITY'S RIGHTS

- **It is the City's right to demand performance by the Successful Proposer that is in all ways satisfactory to the City.**
- **The City's Parking Director or designee shall retain the exclusive right to determine whether or not performance is satisfactory.** In the event the successful Proposer's performance hereunder is deemed unsatisfactory, the City shall have the right to terminate the contract and all rights and obligations hereunder as hereinafter allowed.
- **The City retains the right to determine acceptable performance standards of proposer's personnel.** Any person employed by the successful proposer deemed by the City as unfit to perform the work, shall be removed from the site by the proposer and replaced with acceptable personnel. The City reserves the right to have the proposer's personnel transferred between City properties.
- **The City also reserves the right to add or delete hours of operation, days of operation and/or lots and facilities.**

IV. PROPOSERS RESPONSIBILITIES

- Each proposer is required, before submitting their proposal, to carefully examine the proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the proposer will in no way relieve the proposer of any of the obligations and responsibilities which are a part of this RFP.
- If sub-contracting of activities is an element of any proposal, the successful proposer will be required to assume full responsibility for all services offered in the proposal whether or not he provides them. Further, the City will consider the selected proposer to be the sole point of contact with regard to contractual matters.

- Proposer shall supply all cleaning supplies and equipment. Proposer also shall supply time clocks of time recording devices.

V. MINIMUM QUALIFICATIONS TO PROPOSE

The successful Proposer shall obtain a City of Rochester Occupational License to perform staffing and general maintenance services.

The successful Proposer must also have provided general maintenance services in parking facilities for a minimum of five (5) years, preferably at a municipal facility. Preference will be given to companies with demonstrated parking experience.

VI. PROPOSAL SUBMISSION REQUIREMENTS

This document is intended to define the terms, conditions and specifications desired by the City to receive proposals for Cleaning and Routine Maintenance. It is the intent of the City to select a single proposer to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict the City of Rochester in any way in the selection of the proposal that best meets the needs of the City.

PROPOSAL SUBMISSION

DUE DATE: One (1) original and five (5) copies of each proposal submitted in response to this RFP must be received **by 4:00 PM on August 10, 2010** at the following address:

**BUREAU OF PARKING
42 South Avenue
Rochester, N.Y 14604
ATTN: R. Susan Olley, Parking Director
(585) 428-7482**

All proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company to the proposal's specifications. The City will not be responsible for the payment of any expenses incurred as a result of responding to this RFP.

Submitted proposals must constitute the complete set of RFP specification requirements and forms. It is the responsibility of the proposer to insure that all RFP requirements are met prior to proposal submission. Therefore, all proposers are advised to closely examine this package.

PROPOSAL SPECIFICATIONS

Proposals should be submitted in a clear, concise format, on 8 ½ "x 11 paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Section 1: INTRODUCTION LETTER

Please include a letter of introduction including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff.

Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary

person responsible for this project. Identify all principals that will be involved in this staffing model. Include their names, business addresses, resumes and specific roles and functions. The introduction letter **must** be signed by an individual authorized to bind the Cleaning service provider. This letter should also demonstrate the Corporation's understanding of the work to be done, and level of commitment to the performance and completion of this project.

Section 2: APPROACH TO THE PROJECT

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service. Please remember that this is a Cleaning and Routine Maintenance proposal.

- Describe involvement of City staff;
- Describe the staffing service provider's current work load;
- Methodology intended to implement and accomplish implementation
- Overall Approach to provide necessary services to keep City parking facilities clean and free of debris.

Section 3: PAST EXPERIENCE

- The proposal shall include past performance, including the total number of similar locations successfully operated.
- Provide a minimum of three (3) references for which you provided a similar service (preferably municipal) within the past five years of the scope and nature required by this RFP similar in size to the City of Rochester, New York. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met.
- Letters of Commendations or Recommendation may be included in this section.

Section 4: OPERATIONAL INFORMATION

Please provide a detailed and accurate response to the following:

1. Proposed staffing levels
2. Properly licensed and insured vehicles to operate on City streets.
3. Provide the Company's experience in Garage Cleaning Operations
4. Provide resumes of all supervisory and management persons who will be involved in the business and the actual operations
5. Provide your recruitment and screening method for selecting employees for cleaning parking facilities
6. Provide any information for on-going testing or screening
7. Provide a color photo of your current uniform for cleaning staff
8. Provide a copy of your Employee handbook
9. Provide a list of equipment that will be used to provide this service

Section 5: COST DETAIL

Propose a fee schedule to be paid to the Cleaning Contractor showing hourly fees, supervisor / lead worker fees, and management fees, Staffing fees shall be shown as an all inclusive monthly cost per parking location, but also include an hourly rate for additional work.

VIII. EVALUATION PROCESS

Upon receipt of proposals, the City will make a selection as to the best proposal to meet its service needs. The City will select proposals deemed most qualified based on the submittal criteria and the rankings of an internal evaluation committee. The final selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so. All decisions of the City are final.

IX. EVALUATION CRITERIA

An internal committee will evaluate proposals using the following criteria:

1. Proposed approach to provide cleaning and routine maintenance (35%)
2. Proposer Experience & Qualifications (35%)
3. Use of Sustainable and/or Environmentally Sensitive ("Green") Standards, Products & Materials (5%)
4. Proposal Readiness (25%)

At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the City. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

X. ADDITIONAL SUBMISSION INFORMATION

- Only proposals that meet the objectives, provisions and requirements of this Request for Proposal will be considered for review. The City of Rochester reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that anyone submitting a proposal provide additional information or make a presentation. All materials submitted in response to this RFP become the property of the City of Rochester and materials will not be returned. All determinations of completeness of any submission and compliance with the objectives, provisions and requirements of this Request for Proposal, and the eligibility or qualification of anyone responding, shall be at the sole and absolute discretion of the City of Rochester.
- The City may issue written addenda to all recipients to clarify, comment, correct, or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published, such revision will be by formal written addendum only.
- In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information

The City reserves the right to reject any or all offers, to enter into parallel negotiations with proposers, to designate proposers for "short list" consideration and to negotiate changes in proposals or best and final offers.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to delete or amend any of the services as listed and described herein.

XI. DISCLOSURE OF PROPOSAL CONTENTS

All materials submitted in response to this RFP process becomes the property of the City of Rochester, New York. The City reserves the right to use any or all ideas presented in any response to this RFP. Selection or rejection of the proposal does not affect this right.

XII. CONTRACT AWARD PROCESS & TIMELINE

Recommendations on the selection of a service provider are expected to be made in July 2010 and forwarded to City Council for action in August 2010.

The fee for the services to be rendered will be negotiated with the personnel provider selected and the selected proposer will be expected to enter into a formal agreement at the time of contract award. The selected proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services shall be negotiated and decided prior to award of contract and become part of the contract document at award.

XIII. CONTRACT TERM & TERMINATION

The successful bidder shall be awarded a contract for three (3) years with the option to renew the contract for (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written agreement. Labor, equipment and service rates may be negotiated at the end of the contract period and may be adjusted during negotiations. Any renewal will be subject to availability and appropriation of funds by the City of Rochester. The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

XIV. INSURANCE REQUIREMENTS

- All liability and property insurance policies that are required by the contract will provide coverage that is occurrence based and shall name the City of Rochester as the Certificate Holder and an additional insured.
- The awarded provider shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Workers Compensation in the following types and amounts:
 - Workers' Compensation Insurance covering all employees engaged in the work under the agreement, in accordance with New York State Statute - Section 440

- A Fidelity Bond or Policy for not less than \$100,000 per year.

During the life of the Contract, the successful proposer shall procure and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful proposer to ensure that all subcontractors comply with all of the insurance requirements.

XV. LIVING WAGE REQUIREMENTS

- A. Applicability of Living Wage Requirements
- B. The successful proposer shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that a payment by the City under this Agreement exceeds fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars (\$50,000) during a period of one
- C. Compliance
- D. The Contractor shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. The Contractor shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.
- E. Exemption
- F. This section shall not apply to any of the Contractor's employees who are compensated in accordance with the terms of a collective bargaining agreement year, and then any such amendment shall be subject to Section 8A-18.

XVI. COMPLIANCE WITH MACBRIDE PRINCIPLES

The successful proposer agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

XVII. ADDENDA TO THE RFP

No interpretation or changes to the meaning of this Request for Proposal will be made except by written addendum.

All questions regarding this RFP should be submitted in writing and must be received not later than ten (10) calendar days prior to the closing date for proposals, addressed to:

**R. Susan Olley, Parking Director
City of Rochester Parking Bureau
42 South Avenue
Rochester, New York 14604
(585) 428-7482**

Fax: (585) 428-6073

All questions will be answered via addenda in a questions and answer format