

# **CITY OF OTTUMWA, IOWA**



## **REQUEST FOR PROPOSALS FOR THE PURPOSE OF:**

### **Contractual Janitorial Services**

**Issue Date: May 17, 2024**

**Submissions due:  
Tuesday June 18, 2024 at 2:00 PM CST**

#### **To the following:**

City of Ottumwa  
Attn: City Clerk  
210 W Main Street  
Ottumwa, IA 52501

**I. STATEMENT OF PURPOSE**

The City of Ottumwa (the "City") is seeking proposals for contractual janitorial services for the Ottumwa/Wapello County Law Enforcement Center. Areas in the contract are limited to those occupied by the Ottumwa Police Department (OPD) and those shared by OPD and the Wapello County Sheriff's Office (WCSO). The initial contract will cover 24 months with the option for the City to contract with the Vendor for an additional 12 month period. Proposals are due to the office of the City Clerk located in City Hall of Ottumwa, Iowa by 2:00 PM CST on Tuesday June 18, 2024.

**II. Scope of Work**

The Law Enforcement Center located at 330 W 2<sup>nd</sup> Street is a shared jurisdiction building between OPD and WCSO. For the purposes for this Proposal, the scope of work is limited to the areas occupied by the OPD and the common areas shared by both OPD and WCSO. The "work week" for janitorial services is Monday through Friday. The scope of work is divided into services that are to be performed **DAILY, WEEKLY, and MONTHLY**, as outlined in the grid below. With the exception of those items listed below, the Vendor shall provide any required materials, supplies, and equipment to execute the scope of work. A space will be provided for the selected Vendor to store supplies and equipment. The following materials will be furnished by the Law Enforcement Center:

- Toilet tissue.
- Hand soap.
- Hand towels.
- Deodorizers for restrooms or otherwise.
- Trash receptacle bags. To include 50/60 gallon "Heavy" gauge bags to collect and carry all trash for pickup.

Janitorial services to be completed within this Scope of Work (as scheduled) are as follows:

SERVICES – DAILY	OPD	OPD/WCSO
Vacuum carpeting	X	X
Clean bathrooms and mirrors and clean/disinfect stools, urinals, and sinks	X	X
Check and refill toilet paper, towel, and soap dispensers as needed	X	X
Clean locker rooms and clean/sanitize shower stalls	X	
Clean/sanitize drinking fountains	X	X
Dust mop all tile flooring	X	X
Damp mop tile flooring in high traffic areas	X	X
Clean break rooms, countertops as needed	X	
Empty all wastebaskets, replace with clean bag if needed and carry to dumpster	X	X
Clean spots out of carpet as needed	X	X
Dust mop stairs		X
Damp mop entry tile flooring		X
Clean dispatch area including break room and bathroom		X
Clean glass at entrances and lobbies		X

SERVICES – WEEKLY	OPD	OPD/WCSO
Dust chairs, chair legs, tables, desks, and window ledges	X	X
Clean glass in Sergeant’s office, roll call, secretary’s office, and common space	X	
Damp mop remaining tile floors	X	X
SERVICES – MONTHLY	OPD	OPD/WCSO
Sweep cement floor areas	X	
Dust air vents	X	X
Dust venetian blinds	X	

The above description of services to be provided is illustrative and comprehensive, but is not intended to be all-inclusive or to limit the potential extent of services to be provided.

**III. Timeline and Submittal Information**

The City has set the following timeline and process for this Request for Proposal

- Friday, May 17, 2024: Issue Request for Proposal
- Tuesday June 18, 2024 at 2:00 PM: Proposals Due
- Tuesday, July 2, 2024: Council Adoption of Proposal
- Monday, July 8, 2024: Tentative Start Date

Any questions or need for additional information related to this Request for Proposal may be submitted to Kristen Mitchell, Purchasing Agent at [mitchellk@ottumwa.us](mailto:mitchellk@ottumwa.us) or (641) 683-0617. Any questions and associated responses will be provided to those vendors who have expressed an interest in submitting a proposal. Additionally, responses will be placed on the [website for the City of Ottumwa](#). To request an inspection of the site prior to submitting a proposal or for further information regarding the scope of services, please contact Lt. Mickey Hucks at (641) 683-0633 or [hucksm@ottumwa.us](mailto:hucksm@ottumwa.us).

This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.

The City reserves the right to accept or reject any or all proposals waive technicalities or irregularities, and to accept any proposal if such action is believed to be in the best interest of the City. Additionally, the City reserves the right to award a contract to the next most qualified submission if the successful Vendor does not execute a contract within thirty (30) days after award of the proposal. The City reserves the right to negotiate any or all items and terms of the proposal including the segmenting of services as deemed in the best interest of the City.

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

#### IV. Submission Requirements

Submittals must be received at the address below by 2:00 PM CST on June 20, 2024<sup>1</sup>:

City of Ottumwa  
Attn: City Clerk  
210 W Main Street  
Ottumwa, IA 52501

Those interested in responding to the City of Ottumwa Request for Proposal shall provide three (3) copies of a written proposal, signed by the proposing Vendor. All submittals shall become the property of the City. No public opening will be held. Proposals must reference “**Police - Janitorial Services**” on the exterior of the sealed proposal and are required to submit the following items in order to be considered:

- (A) **Firm Experience:** Provide a narrative description of the firm and identify the firm’s experience with cleaning buildings.
- (B) **References:** Provide a minimum of two references. References should include: name, title, phone number, email address, and a brief description of the nature of the client relationship and what this reference can speak to of your work.
- (C) **Completed Cost Form (Appendix B):** All fees should be clearly stated in the proposal and must remain in effect for the period of the agreement. Fees for any extensions will be negotiated.
- (D) **Other Information:** Provide any other information that may be helpful in assessing the Vendor’s ability to perform the work and in applying the evaluation criteria set out in the Request for Proposal.

#### V. Evaluation Criteria

The City of Ottumwa will evaluate each proposal fairly and impartially utilizing an evaluation committee consisting of city staff. The City may complete the selection process based solely on the response to the RFP. Candidates selected will be subject to a background and security check and be required to submit personal information.

Selection of firms for interview will be based on the following standards:

- (A) Responsiveness and completeness of the proposal.
- (B) Experience of the individual/firm in providing cleaning services.
- (C) References.
- (D) Rate Structure as outlined in the completed Appendix B – Cost Proposal Form.
- (E) Hourly rates/fees for additional services (if any) offered.

#### VI. General Terms and Conditions

- (A) **Contract:** The Vendor agrees that if their proposal is accepted, they will enter into a Contract (Appendix A) for the delivery of said services. Any award of a contract resulting from this RFP will be made only by written authorization from City of Ottumwa upon approval by the City of Ottumwa City Council.
- (B) **Independent Contractor:** Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Vendor shall remain an independent contractor, and all employees of the Vendor or its subcontractors shall remain the employees of the Vendor or subcontractor and shall not become the employees of the City.

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<sup>1</sup> Any proposal received after due date and time will not be considered.

- (C) **Nondiscrimination:** All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.
- (D) **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- (E) **Insurance:** The successful Vendor must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be named as an additional insured under the liability policy required above.
- Bodily injury / property damage - \$300,000 per person / \$50,000 per occurrence
  - Comprehensive General Liability \$1,000,000 / occurrence (\$1,000,000 aggregate)
  - Worker's Compensation as required by law
- (F) **Acceptance by Vendor:** Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

“APPENDIX A”

**CONTRACT TEMPLATE**

In consideration of the mutual promises set forth below, the **CITY OF OTTUMWA, IA.**, (“Owner”) and \_\_\_\_\_ (“Contractor”) makes this contract as of the \_\_\_\_ day of July 8, 2024, and agree as follows:

**ARTICLE 1 – WORK**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “work”:

- 1.1** Provide, perform, and complete all labor, services, equipment, and materials necessary to accomplish the services as set forth in the Request For Proposal, which is attached hereto and incorporated herein by reference as if set forth in full.
- 1.2** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the project.
- 1.3** Procure and furnish all bonds and all certificates and policies of insurance specified in this contract.
- 1.4** Do all other things required of Contractor by this contract.

**ARTICLE 2 - STANDARDS OF PERFORMANCE**

Contractor shall provide, perform, and complete all work in a proper and workmanlike manner, consistent with the highest professional standards applicable to such work, with the greatest economy, efficiency, and expedition consistent therewith.

**ARTICLE 3 - FINANCIAL ASSURANCES**

- 3.1** Contemporaneous with Contractor’s execution of this contract, Contractor shall provide a Janitorial Service bond in the amount of ten thousand dollars (\$10,000). Contractor shall, at all times while providing, performing, or completing the work, maintain and keep in force, at Contractor’s expense, the bond(s) required hereunder.
- 3.2** Contemporaneous with Contractor’s execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in this contract. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the work maintain and keep in force, at Contractor’s expense, the minimum insurance coverage and limits set forth in this contract. Owner shall be an additional named insured (insured for the additional named insured’s conduct to the same extent as if the additional named insured was the policy holder) and an additional insured (insured for the additional insured’s liability that arises from the conduct of the policy holder and is not insured for liability that arises from the conduct of the additional insured).
- 3.3 Insurance Coverage:**
  - 3.3.1** Workers Compensation and Employer’s liability with limits in compliance with the applicable provisions of the laws of the State of Iowa.
  - 3.3.2** Bodily injury per person and three hundred thousand dollars [\$300,000.00] bodily injury per occurrence; and fifty thousand dollars [\$50,000.00] property damage per occurrence. All employees shall be included as insured.

**3.3.3** Commercial General Liability Insurance: for bodily injury, including death, and property damage with combined single limits of not less than \$1,000,000 for injury or death to any one person or injuries or death to more than one person arising out of a single occurrence; and limits of not less than \$1,000,000 for damage to property arising out of a single occurrence.

**3.4** Contractor shall be responsible for the payment of all claims for labor performed and materials furnished, used or consumed in performing the services under this Contract.

**3.5** Contractor shall be responsible for the payment, record keeping, and filing of all taxes and fees associated with the execution of this Contract, including Sales and Use Tax. Section 422.45 of the 2009 code of Iowa, required the contractor to pay sales or use tax on materials or equipment used or supplied during contract. All contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public, Form 35-002 of the Iowa Department of Revenue, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. The Contractors shall file with the Owner executed copies of these forms. In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

#### **ARTICLE 4 – PAYMENT**

**4.1** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this contract, and Contractors shall accept in full satisfaction for providing, performing, and completing the work, the amount(s) set forth in the attached RFP (subject to any additions, deductions, or withholdings provided for in this contract).

**4.2** The contract rate [identified in the RFP as the “Combined Monthly Fee”] shall be invoiced monthly by Contractor and paid by Owner within fifteen (15) days of receipt of the invoice for aforementioned services.

#### **ARTICLE 5 – DEDUCTIONS**

Owner shall have the right to deduct and withhold from any monies in its hands, otherwise due, or to become due, to said Contractor for non-performance of this contract. Said liquidated damages shall not exceed such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

**5.1** Work that is defective, damaged, flawed, unsuitable, non-conforming, or incomplete;

**5.2** Damage for which Contractor is liable under this contract;

**5.3** State or local sales, use, or excise tax from which Owner is exempt;

**5.4** Liens or claims of lien regardless of merit;

**5.5** Claims of subcontractors, suppliers, or other persons regardless of merit;

**5.6** Inability of Contractor to complete the work;

**5.7** The cost to Owner (including attorneys’ fees, disbursements, and costs) of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in this contract.

#### **ARTICLE 6 - SUBCONTRACTORS AND SUPPLIERS**

**6.1** Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.

**6.2** All subcontractors, suppliers, and subcontract used by Contractor shall be acceptable to, and approved in advance by, Owner. All subcontractors or suppliers used by Contractor must agree to be bound by the terms, provisions and conditions of this contract so far as they are applicable to the work undertaken by the subcontractor or supplier. Owner’s approval of any subcontractor or supplier shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the work in full compliance with, and as required by or pursuant to, this contract.

- 6.3 Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.
- 6.4 If any subcontractor or supplier fails to perform the part of the work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such termination.
- 6.5 Contractor shall pay all claims for labor, services, or materials, by subcontractors and/or suppliers that pertain to the public improvement or public work.
- 6.6 Nothing in this contract shall be construed to create any contractual relationship between Owner and any subcontractor or supplier.

**ARTICLE 7 - INDEMNIFICATION**

- 7.1 Contractor agrees that it shall protect, indemnify, and hold harmless the Owner and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney’s fees resulting from the negligence or fault of the Contractor or the Contractor’s officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.
- 7.2 Contractor shall, at the option of the Owner defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

**ARTICLE 8 – NON-DISCLOSURE**

- 8.1 Contractor agrees that during the term of this agreement, contractor will not disclose any information or data concerning business, law enforcement activities, or individuals involved with law enforcement activities, disclosed to or acquired by contractor as a result of contractor’s action in connection with this agreement. Contractor agrees that during the entire term of this agreement, contractor and its employees and agents shall consider and keep as the private and privileged records of Owner, all information, data, figures, records, personnel history, and the like, and will not divulge the same to any person, firm, corporation, or any other entity, and that upon termination of this agreement, contractor and their employees and agents will continue to treat as private and privileged all information, data, figures, records, personnel history, and the like, and will not release any such information to any person, firm, corporation or other entity.
- 8.2 Contractor further agrees to require its employees and agents who have access to the premises to sign a Non-Disclosure Agreement (NDA) to the aforementioned effect, and to file said statement with the City. Violation of said agreement by the contractor or its employees or agents, is considered grounds for termination of employment by the contractor and/or termination of this agreement by the City.

**ARTICLE 9 - LABOR STANDARDS**

- 9.1 The Contractor shall comply with the applicable state and/or federal labor standards and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith. Owner reserves the right to terminate this contract if Contractor, any subcontractor, or supplier breaches any of the applicable labor standards, including but not limited to Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and Americans with Disabilities Act (ADA) regulations.
- 9.2 Prior to the commencement of this contract, and in connection with any change of contractor’s employees who will be physically present on the City’s premises, contractor shall furnish the City with a list of the employees’ names, their dates of birth, and their social security numbers. A background check will be completed for all of Contractor’s employees who work on said premises. City shall have the right to approve, within the absolute discretion of the City, all such employees of the contractor prior to their work in the



facility. Having an unapproved employee on the premises or doing work in the facility is grounds for immediate cancellation of this contract.

**ARTICLE 10 - NON-DISCRIMINATION**

During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.

**ARTICLE 11 - AFFIRMATIVE ACTION**

During the term of this contract Contractor shall comply with all applicable affirmative action mandates.

**ARTICLE 12 - EQUAL EMPLOYMENT**

During the term of this contract Contractor shall comply with all applicable equal employment obligations.

**ARTICLE 13 - SAFETY OF WORK SITE**

**13.1** Contractor shall be responsible for providing and maintaining safe conditions at the work site while performing services under this Contract. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

**13.2** Contractor shall ensure a drug free environment in accordance with Federal regulations.

**ARTICLE 14 - DISPUTES AND REMEDIES**

**14.1** To avoid and settle without litigation Owner and Contractor agree to engage in good faith negotiations regarding any disputes that may arise.

**14.2** If the dispute resolution procedure set forth in ARTICLE 14.1 fails to resolve any dispute to the satisfaction of Owner or Contractor, either party shall be entitled to pursue such remedies as it may have in law or equity.

**ARTICLE 15 - GOVERNING LAWS/VENUE**

**15.1** This contract and the rights and obligation of Owner and Contractor under this contract shall be interpreted according to the laws of the State of Iowa.

**15.2** Venue, as to any dispute that may arise under this contract, shall be in the Circuit Court, County of Wapello, in the State of Iowa.

**ARTICLE 16 - RELATIONSHIP OF PARTIES**

**16.1** Contractor shall act as an independent contractor in providing and performing the work under this contract.

**16.2** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or a joint venture between Owner and Contractor.

**ARTICLE 17 – ASSIGNMENT**

**17.1** Contractor shall not assign this contract in whole or in part.

**17.2** Contractor shall not assign any of its rights or obligations under this contract.

**17.3** Contractor shall not assign any payment due or to become due under this contract.

**ARTICLE 18 - BINDING EFFECT**

**18.1** Owner and Contractor represent and warrant that it has carefully reviewed and fully understands this contract, including its attachments.

**18.2** This contract shall be binding upon and shall inure to the benefit of Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

**ARTICLE 19 - SEVERABILITY**

**19.1** The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole.

**19.2** In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.

**ARTICLE 20 – AMENDMENTS**

No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless, and until such is reduced to writing and executed by Owner and Contractor.

IN WITNESS WHEREOF, this Contract has been executed in **Triplicate** on the date first herein written.

**CITY OF OTTUMWA**

\_\_\_\_\_

**Rick Johnson, Mayor**

ATTEST:

\_\_\_\_\_

**Chris Reinhard, City Clerk**

\_\_\_\_\_

**Contractor**

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

\_\_\_\_\_

Address

**“APPENDIX B”**

**COST PROPOSAL FORM: CONTRACTUAL JANITORIAL SERVICES  
OTTUMWA/WAPELLO COUNTY LAW ENFORCEMENT CENTER**

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement regarding the Request For Proposal (RFP) and detailed specifications for Contractual Janitorial Services and agrees to furnish said services in accordance with those documents.

Dollar amounts should be entered as the total price per month for both the Ottumwa Police Department (OPD) area AND the shared space by OPD and Wapello County Sheriff Office (WCSO). The Combined Monthly Fee<sup>2</sup> is the sum of the monthly rate for the two designated areas.

	OPD ONLY		SHARED SPACE – OPD/WCSO		COMBINED MONTHLY FEE
(1 <sup>st</sup> - 12 months) 7/8/24-6/30/25	\$		\$		\$
(2 <sup>nd</sup> - 12 months) 7/1/25-6/30/26	\$		\$		\$
<i>Optional</i>					
(3 <sup>rd</sup> - 12 months) 7/1/27-6/30/28	\$		\$		\$

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City.

If my proposal is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

\_\_\_\_\_  
**By:**     *(please print/type name)*

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

<sup>2</sup> Local Preference: Ordinance 2937-2004 gives a three percent (3%) preference to vendors located within the corporate limits on proposals accepted by the City.