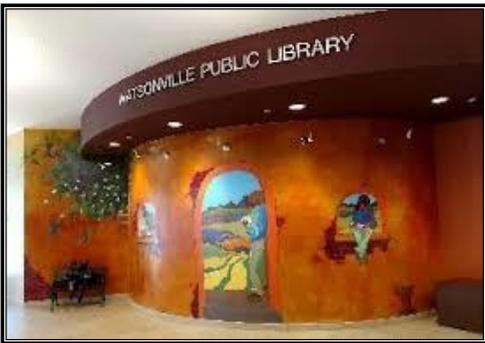


**CITY OF WATSONVILLE  
PARKS AND COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals for  
JANITORIAL SERVICES**

**PROPOSALS DUE:**

**Friday, October 16, 2020 by 5:00 pm**



City of Watsonville  
231 Union Street  
Watsonville, CA 95076  
REQUEST FOR PROPOSAL (RFP)

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**ATTACHMENTS**

- **Attachment A- Sample Contract for Consultant Services**
- **Bid Sheet**
- **Response to Technical Questions Form**
- **Living Wage Ordinance Form**

## SECTION 1

## REQUEST FOR PROPOSAL

The City of Watsonville is requesting proposals from qualified contractors to provide professional janitorial services at City Facilities in Watsonville for the period from December 1, 2020 to June 30, 2022. The required services and performance conditions are described in the Scope of Work.

## SECTION 2

## BACKGROUND

The City of Watsonville is a growing community in southern Santa Cruz County with a population of 51,199, according to the last census, and at least 81% of the City's population is Hispanic. Watsonville is known all over the world for its long and rich heritage as a center for agriculture – especially berries. Watsonville is also a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location, nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville's location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community.

The Parks and Community Services Department is responsible for delivering quality parks and recreation programs, services and facilities and improving the quality of life of residents. The Department accomplishes this by providing recreational experiences, fostering human development, promoting health and wellness, increasing cultural awareness, facilitating community problem-solving, protecting natural resources, strengthening safety and security, strengthening community building and supporting economic development. The Department is comprised of a Parks Division and a Recreation Division.

The Parks Division strives to provide a safe, clean and green environment for the community to enjoy. Staff will protect environmental resources and strengthen community image and sense of place within the City's neighborhoods by maintaining Watsonville's 26 public parks for a total of 143.34 acres, maintain street median islands, City trees and landscaping and public grounds.

The Recreation Division provides recreation and leisure services at five recreation centers and through youth development programs, youth and adults sports, aquatics, adult programs, camps, classes and facility rentals.

The Watsonville Public Library offers early literacy programs, virtual story times, free access to movies, music, eBooks, eAudiobooks, eMagazines and free online classes helping transform lives and communities through education.

## SECTION 3

## GENERAL BIDDING CONDITIONS

1. The Primary contact person for the City will be Miguel Navarrete, (831)750-9246 or by email at [miguel.navarrete@cityofwatsonville.org](mailto:miguel.navarrete@cityofwatsonville.org) The Secondary contact person for the City will be Grant Adams (831) 247-1011 or by email at [grant.adams@cityofwatsonville.org](mailto:grant.adams@cityofwatsonville.org)
2. Respondent shall furnish City contact person with list of personnel authorized to work at the different locations. Any changes need to be approved in advance. All work shall be performed by staff directly employed and supervised by the Respondent. The Respondent shall provide management and technical supervision through competent supervisors as required to provide the specified janitorial services. The Respondent

shall be responsible for the skills, methods and actions of all employees for all work done.

3. Respondent personnel are to wear uniforms or identification badges clearly identifying them as employees of Respondent.
4. No unauthorized persons are to be permitted in facilities when buildings are being cleaned.
5. All doors and accesses to buildings are to be kept locked at all times during Respondent's working hours if these hours are not during a normal work day.
6. Respondent shall turn off all lights, except those required to be on, close and lock windows and entrance and interior doors as required.
7. All papers on desks, files, etc. shall not be disturbed.
8. Use of city equipment including but not limited to phones, fax machines, copiers computers and radios is strictly prohibited.
9. City will furnish all paper towels, toilet paper, seat liners and hand soap. Respondent shall furnish all labor, cleaning solutions, tools, equipment, materials, trashcan liners and incidentals for work to satisfactorily perform the janitorial services required to the Facilities as outlined in this document.
10. Respondent shall advise City representative, via memo, E-mail or voice mail of any irregularities noted during service such as faulty plumbing, shortages in paper supplies, lights left on or doors unlocked.
11. Special instructions or communications with successful bidder shall be through the Primary Contact Person listed below. Instructions shall be carried out if reasonably possible within scope of work performed.
12. Respondent shall furnish the City with an emergency 24 hour contact number.
13. The City will conduct regular inspections to ensure all duties as outlined in the following Scope of Work are being performed. Inspections may be made by the City any time and request from the Respondent corrective work. If corrective work is required, the City will provide a written list of items, the Contractor shall correct deficiencies as directed. If services are not performed as per the contract or schedule submitted, after 5-days notice to contractor of failure to perform, the City may then contract out the service and back charge the contractor cost plus 15%.
14. A schedule for periodical services (monthly, quarterly, semi-annual, annual) at each site must be submitted to the City's Primary contact person no later than July 31 of each year to facilitate scheduling at each site.
15. The City reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. If renewed on expiration, any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the City.

16. Respondent shall not assign the Contract, or any interest herein, without the written consent of the City, and then only to a person or persons approved by the City on such terms and conditions as City may require. If Respondent is sold, thirty (30) days prior notice must be provided to the City. The City may elect to cancel the contract at that time. With prior City approval, the new owner may be permitted to assume all existing terms and conditions of the contract.
17. Respondent's employees shall possess all applicable licenses and certifications required by the State of California and the City of Watsonville. Such licenses and certifications are to be presented to the City prior to contract signing.
18. The respondent shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.
19. Respondent shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:
  - City Contract Number
  - Service location
  - Type of Service
  - Time and date of service
20. Respondent may bid on one group, all groups or any combination of their choosing.

## SECTION 4

## SCOPE OF WORK

JANITORIAL STANDARDS The contractor shall furnish all labor, materials, tools, cleaning supplies, services and special skills necessary for the provision of complete top quality janitorial services from beginning to end of the contract. The work shall include all tasks needed to maintain the facilities, their furnishings and fixtures in sanitary condition and having an overall appearance of cleanliness and neatness.

- a. Facility surfaces and fixtures shall be free of dust, streaks, smudges and cobwebs. Tools such as feather dusters, which merely displace or redistribute dust, shall not be used unless treated to attract and hold the dust particles. All items moved to accomplish the task shall be returned to their original positions.
- b. Surfaces surrounding the entrance area shall be free of dirt, dust, fingerprints and have a clean appearance. Glass shall be free of streaks, smudges, fingerprints, etc.
- c. All walls should be spot cleaned to include removal of fingerprints and marks.
- d. Entrance mats shall be cleaned so that there is no dirt left on surfaces or on the floor underneath.
- e. Blinds shall be free of dust and give an overall clean appearance
- f. Furniture surfaces including tables and chairs shall be free of dirt, dust, debris, marks and film.
- g. Chrome and metal surfaces shall present a clean uniform shining appearance free of all soil, marks, smudges and streaks
- h. Disinfected surfaces shall be free of material containing living bacteria, viruses, or other contamination capable of causing infections.
- i. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges and streaks and will have an adequate supply of the applicable dispensed products.
- j. Restroom, kitchen and fountain fixtures shall be disinfected and there will be no dust, dirt, spots or debris on the fixtures.
- k. Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film or any other foreign substances. All excess spray solution must be removed from any surrounding

trim or surfaces. Glass must have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.

- l. Areas shall be policed to remove paper, trash, empty bottles, containers, any other discarded materials, cleaning spills, wet/muddy footprints. Policed areas shall be free of debris and present an overall clean, neat appearance.
- m. Trash and recycle receptacles shall be considered properly clean when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.
- n. Restrooms shall be considered properly cleaned when the floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls and doors are cleaned with an odorless germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled.
- o. Urinal cartridges need to be changed as needed when not draining properly.
- p. All trash/waste and soiled liners shall be removed from all trash/waste containers when and a new plastic liner fitted into the containers.
- q. Shower walls, ceilings, enclosures, grout and fixtures shall be cleaned with a germicidal solution and chrome/stainless steel buffed to a shine. There shall be no mold or odor remaining. Shower curtains shall be washed with a germicidal solution with no mold or odor remaining. Shower safety mats shall be considered properly cleaned when they are washed with a germicidal solution.
- r. Carpet spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning and return the finish of the area to its pre-soiled condition without leaving rings or discoloration.
- s. Sweeping or dust mopping shall remove all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture. All items moved to remove dirt shall be returned to their original locations.
- t. Damp mopped floors shall be free of all dirt, debris, soil, liquids or other foreign material. All splash marks and spots on walls/furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish the task shall be returned to their original positions. Mop and mop bucket needs to be rinsed after each use.
- u. Vacuuming shall remove all dust, dirt, lint and any other loose material. All items moved during this process shall be returned to their original positions.
- v. A floor that has been wet mopped or scrubbed with a mechanical scrubber shall be free of all dirt, debris, soil, liquid, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can reasonably be removed using these methods. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the task. All items moved during this process shall be returned to their original positions. Floor scrubbing shall not remove floor finish.
- w. Concrete and linoleum floors shall be resealed to maintain a uniform shiny surface.
- x. Day Porters on duty at any facility shall be available to respond within twenty minutes to any of the contract locations to cleanup reported problems such as spills or accidents.
- y. Safety Data Sheets (SDS) must be provided for all chemicals used at each facility. SDS sheets must be updated on an annual basis.

#### OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

City will regularly inspect the Contractor's work and rate it according to the maintenance standards stated in this RFP. Contractor shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not

meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for janitorial services as described in this document and per the maintenance standards stated in this RFP. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Contractor time to become familiar with the individual locations. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in and one hundred dollars (\$100) deduction from their monthly payment.

The first time a site fails to meet City Standards per the weekly inspections, the Contractor will have one (1) week to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given and penalties will be incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

1. First Penalty: Contractor to receive warning.
2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, the Contractor will be assessed a \$25 monthly deduction per deficiency.
3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, the Contractor will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with City inspector and Contractor's field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City's representative and Contractor's principal.
4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

There will be a financial impact to the Contractor if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Contractor for staffing and costs, including, but not limited to lost

revenue, staff salaries and alternate contractor costs, etc.

**SAFETY & SECURITY** The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. All floors should be completely dry by the opening of facilities each day. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

**FINGERPRINTING AND BACKGROUND CHECKS** All Contractor staff who will be working on City facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check. The Contractor is responsible for maintaining and updating background check information for their employees. The Contractor will be charged for each employee’s background check.

**EMERGENCY SITUATIONS** For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Coordinator or designated staff to report the issue immediately (24-hours/day).

**SCOPE OF WORK & SPECIFICATIONS**

Facility	Location	Days of the week
Gene Hoularis & Waldo Rodriguez Youth Center	30 Maple Avenue	M-F evening (after 8 pm)
Ramsay Park Family Center	1301 Main Street	M-F evening (after 9 pm)
Callaghan Cultural Center	225 Sudden Street	M-F evening (after 7 pm)
Marinovich Community Center	120 Second Street	M-F evening (after 7 pm)
Police Activities League Site #1	130 Rodriguez Street	Wednesday and Sunday
Police Activities League Site #2	37 Davis Avenue	Wednesday and Sunday
Veterans Memorial Building	215 E. Beach Street	M-F evening (after 10 pm)
Watsonville Public Library	275 Main Street, Suite 100	M-Sat evening (after 8 pm) OR Sun-F (after 8 pm)

**Five Days per week Services for Recreational Centers**

**RESTROOMS**

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Mop floors with disinfectant.
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

**MEETING ROOMS, CLASSROOMS, GYMNASIUM, DANCE ROOMS, KITCHENS & HALLWAYS**

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop all hard surfaced floors with fiber mop or approved treatment method.
- e. Spot clean/mop all carpets/floors as necessary.
- f. Clean all entry/exit door windows inside and out.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- i. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods
- k. Clean all white boards.
- l. Wipe down all tables and countertops.
- m. Dust all baseboards and sills.
- n. Clean kitchen appliances as needed

**2 days/week service (Sun, Wed)**

**STAFF OFFICE AREAS**

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets as necessary.
- f. Clean door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

**Once per Week – 5<sup>th</sup> day of the above listed facility week:**

- a. Wet mop all hard surface floors and stairs.
- b. Clean all ground level glass/windows (including glass doors)
- c. Dust, clean and disinfect kitchen sinks and counters

**Monthly Services:**

- a. Wax and buff all hard surfaced floors.

**Semi-annual Services:**

- a. Clean all windows inside and out for the entire facility, including upper windows in gym (Youth Center).
- b. Strip hard surfaced floor; apply 2 coats of sealer, 3 coats of finish, and buff between coats.
- c. Remove all restroom floor drains, scrub clean and replace.
- d. Dust and remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc. over 10 feet in height.
- e. Steam clean all carpets.

**MISCELLANEOUS SERVICES TO BE PERFORMED AS NEEDED SO THAT AREAS ARE CLEAN AT THE START OF EACH DAY – 7 days/week service**

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. All doors and windows are to be checked, closed and locked securely.
- c. Report graffiti to City representative.
- d. Clean drinking fountains.
- e. Collect cardboard, flatten and place in recycle bins.

- f. Report location of all burnt out light bulbs to City representative.
- g. Spray buff floors in all restrooms
- h. Clean all ground level windows inside and out.
- i. Dust and/or wash interior walls (floor to ceiling) removing dust and debris.
- j. Dust and remove spider webs from the ceilings, windowsills, blinds, light fixtures, cabinets, crevices, counters, desks and open spaces.
- k. Apply tile cleaner/approved cleaner on restroom walls and tile surfaces.
- l. Remove all entry mats and clean pat down to remove dirt.
- m. Dust exterior of ceiling level vents.
- n. Remove, clean and replace all light fixtures lower than 10 feet in height.
- o. Wipe down all door hinges.

### **ADDITIONAL SERVICES**

#### **1. As Needed Event Clean Up (Per Service)**

Services will be scheduled on an as needed basis (events typically occur Friday and/or Saturday night), following events held at the following locations.

- Small Sized Rooms (Callaghan, Marinovich)
- Medium Sized Rooms (Ramsay, Community Room, Senior Center, Youth Center Gymnasium)
- Large Sized Rooms (Vets Gymnasium)

#### **SCOPE OF WORK FOR ALL LOCATIONS LISTED ABOVE:**

#### **MEETING ROOMS, CLASSROOMS, GYMNASIUM, DANCE ROOM, HALLWAYS AND RESTROOMS**

Perform regular cleaning service as outlined under "Five Days per Week Services."

#### **KITCHEN**

- a. Empty wastebaskets and trash containers; replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floors with approved cleaners.
- d. Clean and wipe down cabinets, and countertops.
- e. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- f. Clean all counters and appliances (stovetop, oven front, refrigerators, etc.) with approved cleaners.
- g. Spot clean walls and windows with approved cleaner.
- h. Clean door handles with approved cleaner.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

#### **2. Hourly Rate**

Hourly rate to provide general janitorial services

### **Bid Alternates**

#### **QUARTERLY SERVICES**

- a. Pressure wash all front entrances

#### **ANNUAL SERVICES**

- a. Deep clean of the kitchens at the Veterans Memorial Building, Senior Center and Ramsay Park Family Center.
  1. Clean and degrease all stainless steel (except hood vents), all walls, doors/door frames, all ceiling tiles, t-bar grids, light covers and fixtures, air vents, floor drains.

2. Sweet and mop all floors
3. Clean inside ovens
4. Clean Stove tops

### **Watsonville Public Library**

1. Scheduling of work. The contractor shall provide janitorial services six days a week either Monday through Saturday evenings (after 8:00pm) or Sunday through Friday evenings (after 8:00pm)
2. Regular DAILY Janitorial Services Required. Contractor shall furnish a crew of reliable and experienced janitors to perform all night janitorial services to accomplish the following janitorial and building maintenance services:
  - a. Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant. Damp mop lavatory floor area with a germicidal solution. Clean mirrors and bright metal. Spot clean walls around sinks, urinals and toilet bowls. Refill all soap, towel and paper product dispensers. Dust top of lavatory partitions.
  - b. Empty and clean all wastebasket and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers. Remove and deposit trash in the designated containers. Empty recycled bins.
  - c. Clean by sweeping and mopping all floors, including hallways, stairs and elevators.
  - d. Vacuum high traffic carpeted areas including Meeting Room. Sport cleaning all spots/stains. Return furniture, chairs, etc. to appropriate location.
  - e. Clean and disinfect the drinking fountains.
  - f. Clean all marks, smudges from windows, counters, and chairs.
  - g. Disinfect all tables, including conference room and study rooms.
  - h. Turn off all lights except those required and designated to be left on.
3. WEEKLY Janitorial Services Required. Contractor shall perform the following services each Wednesday:
  - a. Clean and disinfect the tables in the employee break room.
  - b. Literacy Room: disinfect tables and vacuum.
  - c. Craft Room: Sweep, mop and wipe sink.
  - d. Restock back up supplies including cleaning solutions in designated areas.
  - e. Wipe all computer lab tables.
  - f. Vacuum/sweep/mop back circulation area and Tech Services area.
4. Quarterly Service, Contractor shall perform the following services each quarter:
  - a. Wipe down/disinfect all chairs in public/common areas.
  - b. Strip and wax floors.
  - c. Move all telephone and electrical cords and sweep and/or vacuum all walking surfaces.
  - d. Clean all trash containers with detergent.
  - e. Wipe/clean/remove any visible dust from heating/air condition vents.
5. Semi Annual Service. Contractor shall perform the following services every six months:
  - a. Clean all interior windows and window sills in library
  - b. Remove all cobwebs from corners, ceilings and window frames.
  - c. Clean all light fixtures.
6. Supplies and Equipment:

- a. The library will supply all the restroom and employee lounge supplies such as paper towels, toilet paper and liquid, anti-bacterial hand soap.
- b. The Contractor is responsible for all janitorial supplies and equipment necessary to properly perform the above work. These supplies and equipment consists of mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders, disinfectants, wax, wax machines, shampoo or steam cleaning equipment, commercial grade approved disinfectant and all wastebasket liners.
- c. Limited space is available for contractor to store basic equipment and supplies on site.

## SECTION 5 CONTENTS OF PROPOSAL

**Five (5) copies** of proposal and must include the following information in order to be considered:

1. Bid Sheet – All quotations will be submitted on the City-furnished Bid Sheet (attached)
2. Response to Technical Questions form.
3. Living Wage Ordinance.

Five (5) copies are due by **5:00 pm Friday, October 16, 2020**. Late submittals will not be considered and will be returned unopened. The proposals can be delivered or mailed to:

City of Watsonville  
Attn: Imelda Negrete, Recreation Superintendent  
231 Union Street  
Watsonville, CA 95076

## SECTION 6 GENERAL REQUIREMENTS AND INFORMATION

The consultant selected pursuant to this request for proposal will be required to comply with the following requirements:

1. A City of Watsonville business license - All consultants must possess a City of Watsonville.
2. Consultant should possess all applicable licenses and certifications required by the State of California and the City of Watsonville. Consultant shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.
3. W-9
4. Must be able to satisfy all requirements pertaining to insurance (See Section 9 of Consultant agreement)

## SECTION 7 SELECTION PROCESS

The City will be awarding this contract using a “Best Value” methodology including evaluation of price, responses to technical questions, and interview. Points will be awarded based on the following categories:

- 40 points** Qualifications, Experience, References (Based upon “Response to Technical Questions” Form, References & Interview)
- 60 points** Janitorial Service Costs (Based upon Bid Sheet)

The **40-point allocation for Qualifications, Experience, and References** will be awarded based on the following criteria:

- 15 points Previous experience in providing a superior level of janitorial service at like-sized public and/or private facilities.
- 10 points Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.
- 5 points Qualifications of staff proposed to provide janitorial services at City Facilities.
- 10 points Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

The term of the contract will be for a two (2) year period from December 1, 2020 to June 30, 2022 with an option to extend the contract for two (2) additional one (1) year periods.

A **MANDATORY** walkthrough of each site is required and will be held on September 21, 2020 at 9am starting at the GHWR Youth Center, 30 Maple Avenue.

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

It is the intent of the City to enter into a contract for services with the selected consultant no later than sixty (60) days of the last date established for proposal submission. The City reserves the right to reject any and all proposals. The final selection will not be based on the lowest-bid, but rather the best value.

**SECTION 8 ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSAL**

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Attorney. The proposal, draft report, and final report shall become the property of the City of Watsonville.

## SECTION 9 SELECTION TIMETABLE

City releases RFP	September 4, 2020
Informal Facility Walk Throughs	September 21, 2020
Last day to submit questions	September 25, 2020
Proposals due no later than 5:00pm	October 16, 2020
Interviews with successful bidders	October 22, 2020
Award Contract	November 10, 2020
Begin Work	December 1, 2020

## SECTION 10 QUESTIONS

Questions regarding this RFP should be submitted in writing and directed to Imelda Negrete, Recreation Superintendent, via e-mail at [imelda.negrete@cityofwatsonville.org](mailto:imelda.negrete@cityofwatsonville.org) no later than **September 25, 2020**. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

**\*PLEASE NOTE:** This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville's website at [www.cityofwatsonville.org](http://www.cityofwatsonville.org).

## SECTION 11 RESERVATIONS

Additional information regarding RFP submittal, content, processes and procedures are listed below:

- 1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site ([www.ca.gov](http://www.ca.gov)).
- 2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.
- 3) In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal, and to negotiate the final scope of services with the selected consultant. The City is not liable for any costs incurred by consultants prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the consultant in responding to the RFP are entirely the responsibility of the consultant, and shall not be reimbursed in any manner by the City of Watsonville. No materials or labor will be furnished by the City.
- 4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based

on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

- 5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 6) The City reserves the right to obtain written clarification of any point in a Consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the Consultant's proposal.
- 7) Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.
- 8) City of Watsonville reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- 9) The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.
- 10) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.

ATTACHMENT A

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND \_\_\_\_\_**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and \_\_\_\_\_, hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so

assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

## **SECTION 8. INDEMNIFICATION.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

## **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

**SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either

party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all

ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

City Clerk's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

ADD INFORMATION

**SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services  
Exhibit B: Schedule of Performance  
Exhibit C: Compensation

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**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

**CITY**

**CONSULTANT**

*CITY OF WATSONVILLE*

BY \_\_\_\_\_  
Matthew D. Huffaker, City Manager

BY \_\_\_\_\_  
[Name, Title]

ATTEST:

BY \_\_\_\_\_  
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY \_\_\_\_\_  
Alan J. Smith, City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The scope of services is as follows:

## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

**EXHIBIT "C"**

**COMPENSATION**

a. Total Compensation. The total obligation of City under this Contract shall not exceed

\_\_\_\_\_.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

**BID SHEET**

**Janitorial Services for City Facilities**  
**Bidder may bid on one group, two or all three groups.**

**Base Bid:** Bidder proposes to perform and fully provide Janitorial Services as specified in the Scope of Work and Specifications Document, for the two-year (2) time period from November 1, 2020 to June 30, 2022, for the following price ("Base Bid"):

<u><b>LOCATIONS</b></u>	<u><b>BASE BID MONTHLY AMOUNT</b></u>
<b>Group 1:</b>	
CALLAGHAN CULTURAL CENTER	\$ _____
RAMSAY PARK FAMILY CENTER	\$ _____
POLICE ACTIVITIES LEAGUE, SITE#1 (Rodriguez)	\$ _____
<b><u>TOTAL FOR GROUP 1 SITES:</u></b>	<b>\$ _____</b>
 <b>Group 2:</b>	
GENE HOULARIS & WALDO RODRIGUEZ YOUTH CENTER	\$ _____
MARINOVICH COMMUNITY CENTER	\$ _____
POLICE ACTIVITIES LEAGUE, SITE#2 (Davis)	\$ _____
<b><u>TOTAL FOR GROUP 2 SITES:</u></b>	<b>\$ _____</b>
 <b>Group 3:</b>	
VETERAN'S MEMORIAL BUILDING	\$ _____
 <b>Group 4:</b>	
WATSONVILLE PUBLIC LIBRARY	\$ _____
 <b><u>TOTAL FOR ALL BIDDING SITES:</u></b>	 <b>\$ _____</b>

# Janitorial Services for City Facilities

## ADDITIONAL SERVICES

### 1. **EVENT CLEAN UP---PER SERVICE PRICING**

Small Sized Rooms (Callaghan, Marinovich) \$ \_\_\_\_\_

Medium Sized Rooms (Ramsay) \$ \_\_\_\_\_

Large Sized Rooms (Vets Gymnasium) \$ \_\_\_\_\_

### 2. **HOURLY RATE**

\$ \_\_\_\_\_

### **BID ALTERNATES**

**Quarterly Services** \$ \_\_\_\_\_

**Annual Services** \$ \_\_\_\_\_

The undersigned offers and agrees to furnish all required janitorial services and cleaning materials as outlined in the General Quoting Conditions and the Custodial Requirement listed on the attached Scope of Work at the price and terms stated and in complete conformance with all specifications.

**I declare under penalty of perjury that as the bidder, I have not been a party with another bidder to bid a fixed or uniform price in connection with this Request for Quote.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
OFFICIAL TITLE

\_\_\_\_\_  
CITY            STATE    ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

**RESPONSE TO TECHNICAL QUESTIONS FORM  
JANITORIAL SERVICES RFQ**

Please provide a brief narrative entitled, “**Response to Technical Questions from Janitorial Services RFQ,**” which answers the questions in Sections 1 through 4 below (*Please include your company’s complete legal name and form of entity, for example, “corporation,” on each page*):

**Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects: (Up to 15 points)**

Please answer the following:

1. How many years has your company been in business under its present business name?
2. Describe your previous experience providing janitorial like-sized public agencies and/or private companies.
3. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
4. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

**Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)**

1. List three (3) like-sized customers that you have provided ongoing janitorial services to within the last three (3) years. Provide the following information for each contact:
  - a. Customer Name
  - b. Customer Contact Name
  - c. Phone Number
  - d. Number of years your firm has provided janitorial services to Customer.
  - e. Names of facilities/locations where services have been provided.

**Section 3: Qualifications of Staff to be assigned to provide janitorial services at City Facilities. (Up to 5 points)**

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. For the local office to serve this contract, list the following:
  - A. Total number of staff assigned to City of Watsonville
  - B. Names and qualifications of key staff including years in the industry and with your firm.
  - C. Number of new hires in the last six months.
3. Briefly describe your employee training program and requirements.

**Section 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)**

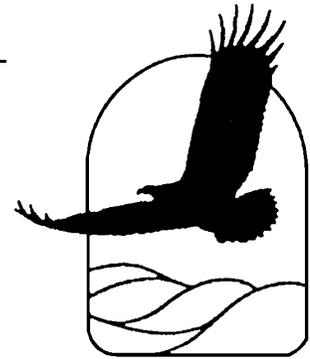
1. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also, describe the systems you use to assign, track, and evaluate work performed by your employees.
2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
3. Describe your communication plan to assure proper communication between your representative and the City's representative.
4. Describe in detail your Safety Program.

# FINANCE DEPARTMENT

P. O. BOX 50000 WATSONVILLE, CA 95077

# CITY OF WATSONVILLE

VOICE 831-768-3460 FAX:831-763-4066



October 22, 2014

TO: City of Watsonville Vendors

## **Subject: Notice of Order to Comply with the City of Watsonville Living Wage Ordinance**

Your contract with the City of Watsonville is subject to the City of Watsonville's living wage ordinance. Pursuant to this ordinance, you are hereby notified that your firm is required to demonstrate **compliance by completing and returning the attached compliance statement within 10 (ten) days from the date of this notice.**

On October 24, 2002, the City of Watsonville passed a Living Wage Ordinance. A copy of the ordinance is required to be posted at your place of business if your business meets the ordinance requirements for living wages. The Ordinance is available on the City's web site at <http://www.ci.watsonville.ca.us>. The Ordinance can be found by going to the City's Homepage, clicking on Department button to get the Finance Department section. Generally, the Ordinance has the following requirements.

Section 2-5.10 of the ordinance requires that contractors and subcontractors provide notification to employees regarding living wage requirements. To meet this requirement, City Council is requiring that employees affected by the Ordinance receive an annual letter of notification on Ordinance requirements from their employers. A copy of the required letter is enclosed for your firm to distribute to your employees.

On August 8, 2006 the Living Wage Ordinance hourly wages were increased as stated below.

The Living Wage Ordinance requires that contractors, with more than 5 employees provide their workers a minimum pay of at least:

- a) \$13.726 an hour, without benefits; or,**
- b) \$14.98 an hour with benefits.**

Benefits means a minimum of \$1.05 per hour towards health insurance and 10 days annually of combined compensated sick and vacation leave.

Contractors must provide this level of compensation to their employees only during work performed on City contracts. Several exceptions to this rule are listed below:

- 1) Contractor employing five or fewer employees.
- 2) Where the prevailing wage applies and is more than the living wage.

- 3) Where a collective bargaining agreement exists with a Union, which provides that its provisions supersede the Ordinance.
- 4) Students below the age of 18 or students involved in a training program.
- 5) Employees of nonprofit organizations

You may use the attached form to notify the City of your compliance with the following:

- 1) Notified employees of the Living Wage Ordinance,
- 2) Posted a copy of the Ordinance, which includes a complaint procedure, in the workplace
- 3) Pay employees at least the minimum required wages stated in the Ordinance when the employees are providing services to the City of Watsonville.
- 4) Each employee affected by the ordinance received a copy of an annual letter of notification on Ordinance requirements.

**Also be advised that the City may request any or all certified payrolls associated with this contract, however, any such request will be made to your firm in writing and provide fourteen calendar days to respond.**

If you do not have access to the Ordinance through the City's Web Site or have questions regarding the Ordinance, please contact me at 831-768-3460 or Christine McGrath, Assistant Administrative Analyst at 831-768-3463.

Sincerely,

William P. Hays, CPA  
Assistant Finance Officer

**City of Watsonville**  
**Living Wage Ordinance Certification Form**  
**Fiscal Year 2015/16**

I \_\_\_\_\_, certify that \_\_\_\_\_

\_\_\_\_\_ (Please Print Name) \_\_\_\_\_ (Please Print Company Name)  
is doing business in compliance with the City of Watsonville's Living Wage Ordinance by:

Paying employees at least \$13.72 an hour, without benefits  
Or

Paying employees at least \$14.98 an hour, with benefits  
And

I also acknowledge that my firm has issued a letter of notification to all employees affected by the City of Watsonville's Living Wage Ordinance

And  
Have posted a copy of the Ordinance, which includes a complaint procedure, in the workplace.

- Or
- I meet one of the following exceptions:
- Contractor employing five or fewer employees
  - Prevailing wage applies and is more than living wage
  - Collective bargaining agreement exist with a Union, which provides that its provisions supersede the Ordinance
  - Student below the age of 18
  - Student in a training program
  - Nonprofit organization

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Return to:**  
**Accounts Payable**  
**City of Watsonville**  
**PO Box 50000**  
**Watsonville, CA 95077-5000**