

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES  
BETWEEN THE  
CITY OF RENO  
and  
MBJ BUILDING SERVICES, INC.  
CONTRACTOR

THIS CONTRACT is made and entered into by and between the City of Reno, a Nevada municipal corporation ("City"), and MBJ Building Services, Inc. ("Contractor").

WHEREAS, the City deems it advisable to engage the services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor has signified a desire to provide services as set forth in the response to the City's Invitation to RFP No.2024-02; and

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions.

1. PROFESSIONAL STANDARDS. The Contractor shall provide the services set forth herein in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

2. EMPLOYMENT OF CITY EMPLOYEES. The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract.

3. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision shall constitute a material breach of contract.

4. CONTRACT TERM. This Contract shall be effective on September 1, 2023 through September 1, 2026, with two one-year options to extend, unless sooner terminated by either party as specified in this Contract.

5. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph seven (7) in the not-to-exceed sum of \$516,900.24 for the term of this Contract.

7. INCORPORATED DOCUMENTS – SCOPE OF WORK. The parties agree that the scope of work shall be specifically described in attachments. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Contractor's Response to Invitation to RFP No. 2024-02.

Contractor's Attachment(s) shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

9. TIMELINESS OF BILLING SUBMISSIONS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year that ends every June 30th. Invoicing for all work shall be at the rates and intervals as set forth in the incorporated attachments.

10. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City ordinances, and state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found during business hours, with or without notice by the City or its authorized agent (and State or Legislative Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

11. CONTRACT TERMINATION AND CANCELLATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.

c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

iii. Contractor shall preserve, protect and promptly deliver into City possession all property of the City.

d. Cancellation by the City. In accordance with RFP #2024-02.

12. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

13. LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

14. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

15. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

17. INSURANCE AND BONDS. Contractor, as an independent contractor, must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Policies shall meet the terms and conditions as specified in RFP #2024-02. Contractor must meet the terms and conditions for bonding as specified in RFP #2024-02.

18. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

19. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the City.

22. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

23. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

25. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

26. LOBBYING. The parties agree where expressly prohibited by law or ordinance, no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the City of Reno, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**MBJ Building Services, Inc.**

By: \_\_\_\_\_  
Robert Gomez, President

**CITY OF RENO**

**ATTEST:**

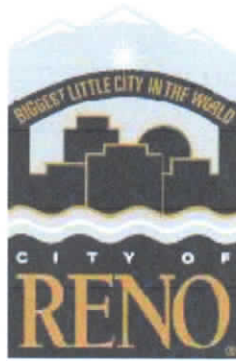
By: \_\_\_\_\_  
Hillary L. Schieve, Mayor

By: \_\_\_\_\_  
Mikki Huntsman, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Susan Ball Rothe  
Deputy City Attorney

# ATTACHMENT A



Cover Sheet for Request for Proposal  
RFP #2024-02  
Janitorial Services 2023-2026

If you are submitting a Response to a Request for Qualifications, please utilize our [online portal](#).

**CITY OF RENO**  
Purchasing Division  
P.O. Box 1900  
Reno, NV 89505  
(775) 326-6658  
(775) 334-2409 fax  
[woodm@reno.gov](mailto:woodm@reno.gov)



Date: 07/14/2023

Request for Proposal No.  
2024-02  
THIS IS NOT AN ORDER

**INVITATION AND ADVERTISED REQUEST FOR PROPOSAL**

Sealed RFPs will be received until 3:00 pm via our [online portal](#) on 7/31/2023. Said RFPs shall be opened no earlier than 3:05 pm 7/31/2023.

  
Marcie Wood, Management Assistant - Purchasing

The City of Reno is currently accepting sealed proposals for **Janitorial Services**. It is the express intent of this RFP solicitation to award to the lowest responsive, responsible Proposer(s) to provide services/equipment to the City of Reno. If the Proposer proposes to provide services/equipment other than specified so as to make it conform to performance standards, a complete and detailed description must be included as part of the RFP showing each proposed modification. All deviations from the specified scope of services must be completely described. Attach more sheets and label appropriately if needed. The City of Reno shall determine if any information submitted shall be deemed necessary to the successful completion of the project within "NO SUBSTITUTIONS" category.


This solicitation is made in compliance with Nevada Revised Statute §332. Any appeal and or protest shall be in conformance with §332.068 and the protest requirements stated in this RFP.

Questions regarding the Request for Proposal shall be submitted via the [online portal](#) under the Questions Tab.

Per the attached Terms, Conditions, and Requirements

Firm Name MBJ Building Service Inc  
Address 3863 Territory St  
City Las Vegas  
State NV Zip 89121  
Telephone (702) 835-0699  
Fax \_\_\_\_\_  
E-Mail RobertGomez@MAGILBRITE JANITORIAL.COM

In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if Proposal is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated. I also acknowledge receipt of 33 pages of this Request for Proposal.

Signature   
Print Name Robert Gomez  
Print Title President & CEO

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## REQUEST FOR PROPOSAL PROCESS AND RULES

### 1. Request for Proposal Schedule

Schedule of Events	Date
RFP Released	7/14/2023
Mandatory Site Visits	7/20/2023 10:00 am
Last Day to Submit Questions	7/24/2023 3:00 pm
All Addendums to be Posted to <a href="http://reno.gov">reno.gov</a> by	7/26/2023 5:00 pm
Sealed Proposals Due to City of Reno	07/31/2023 3:00 pm
Proposed Award Date by City Council	8/23/2023
Implementation	9/1/2023

The City of Reno reserves the right to modify this schedule at the City's discretion. Notification of changes in the Request for Proposal, due date, and deadline for questions will be posted on the City website at [reno.gov](http://reno.gov) and our [online portal](#) or as otherwise stated herein. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the City.

#### Description of Scheduled Events

Mandatory Pre Bid Meeting - A pre-bid meeting will be held on July 20, 2023. All potential bidders are required to attend this meeting as a walk-thru of major facilities will be done at this time. Your bid will be rejected and returned for failure to attend the pre- bid meeting. Transportation to various locations will be the responsibility of the bidder.

- Meeting will take place at 1640 E. Commercial Row, Learning Center at 10:00 am.
- Bidders will be shown the Corporation Yard, Police Department, City Hall, and EMNECC (approximately 3 hours)
- Meeting will be completed by 1:00 pm.

Deadline For Questions – The deadline for any questions concerning the Request for Proposal is 07/24/2023 at 3:00 pm local time. Any questions submitted after the deadline will not be responded to.

All Addendums to be Posted by – All addendums to the Request for Proposal shall be posted to the City's website at [reno.gov](http://reno.gov) and our [online portal](#) no later than 5:00 pm local time on 07/26/2023. All proposals submitted for this Request for Proposal **must** have all addendums attached and acknowledged. Any proposal that does not include the

addendums will be rejected.

Sealed Proposal Due to City – The due date for the sealed Request for Proposal response is 07/31/2023 at 3:00 pm local time. All proposals received after the date and time set for receipt shall be disqualified from consideration and thus deemed rejected.

## **2. Questions/ Clarifications**

Questions regarding the Request for Proposal shall be submitted via the [online portal](#) under the Questions Tab. Questions should be submitted in accordance with the Request for Proposal Schedule. If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal addendum only. If the solicitation includes a contact person for technical information, any oral or written representations made by this, or any person shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the City. To determine whether any representations made require an addendum be issued, please contact Marcie Wood, Management Assistant - Purchasing, at (775) 326-6658.

It is the City's intent to allow submitters sufficient time to submit questions and seek clarification on the RFP.

All responses to inquiries will be electronic and will be provided to all prospective submitters who have downloaded the RFP from our [online portal](#) based on the Proposal Schedule to ensure that the answers can be sent and received by the prospective submitters for their consideration prior to the date submissions are due.

## **3. Addendums**

All addendums to this Request for Proposal shall be issued by the City of Reno in writing. Material changes affecting the material or the Proposer's cost estimate shall have no standing with the City of Reno if not sanctioned by written addendum.

## **4. Exceptions**

A Proposer who believes RFP specifications are unnecessarily restrictive or limit competition may submit such on the Exceptions page of this RFP documents. All Exceptions will be considered in the RFP evaluation.

The City of Reno will promptly respond in writing to each written objection and where appropriate, issue all revisions, substitutions, or clarifications via addenda. Objections of technical or contractual requirements shall include the reason for the objections, supported by documented factual information and any proposed changes to the requirements.

## **5. Request for Proposal Receipt and Opening Time**

The City of Reno is limiting social interactions. Therefore, at this time, this RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 7/31/2023.

**Late RFPs shall be disqualified from consideration.**

## 6. Preparation of RFP

**Proposer shall examine all specifications, specific instructions, and terms and conditions of the Request for Proposal. Failure to do so will be at Proposer's risk.**

Any addenda issued shall forthwith become an integral part of the RFP. Proposer shall be required to acknowledge receipt of the same by signing and returning the addenda with the original RFP document.

Proposer shall furnish the required information typed or written in ink.

The person signing the RFP must initial erasures or other changes in ink.

In the space provided, a duly authorized representative of the RFP firm shall sign the RFP document.

**Proposer shall proofread RFP carefully for errors.**

In the event of a difference between a unit price and the extended price, the unit price shall govern.

Technical specifications contained herein shall be considered "optimum". However, a Proposer deviating from the specifications must specify in the exception section any and all exceptions. Failure to note exceptions shall be interpreted to convey that the Proposer shall propose to perform in the manner described and/or specified in this RFP solicitation. Alternate RFP proposals shall be considered provided said alternate (s) are fully described and accompanied by brochures, literature specifications or a combination thereof. The City's decision with respect to equivalents shall be final.

## 7. Submission of Request for Proposal

**Proposer shall sign and return the ENTIRE RFP DOCUMENT.**

The City of Reno is limiting social interactions. Therefore, at this time, this RFP proposal must be received via our [online portal](#) no later than 3:00 pm, 7/31/2023.

The City will only accept submissions via our [online portal](#).

Prices offered shall **only** be considered if they are provided in the appropriate space(s) on the RFP schedule. For consideration, any additions or deductions to the RFP prices offered must be shown under the exception section of the RFP. Extraneous numbers, prices, comments, etc. appearing elsewhere on their RFP shall be deemed to have no effect on the prices offered in the designated locations.

The City of Reno shall provide a copy of the RFP results to those Proposers requesting such.

## **8. Late RFP**

A RFP received after the receiving time specified shall be rejected.

## **9. Withdrawal of RFP**

A RFP may be withdrawn by written notice, provided such a notice is received prior to the date and time set for the RFP opening.

A request for withdrawal of RFP received after the scheduled RFP opening will not be considered.

## **10. Specifications**

Please see Attachment A, Scope and Requirements Sheet.

## **11. Specification Restrictions**

Offers made as an alternate to those specified shall be given consideration in the RFP evaluation process PROVIDED said alternatives shall be fully described using brochures, specifications, literature, or any combination thereof, accompanying and deemed an integral portion of the Proposer's response.

The City of Reno shall solely determine the acceptability of all offerings.

## **12. Exceptions to Specifications**

Utilizing space provided on the RFP Schedule, Proposers shall note any and all exceptions to the specifications and/or terms and conditions contained herein. Submittal of a specification sheet alone shall not be considered sufficient notification of exceptions.

Failure to note exceptions on the RFP Schedule shall be interpreted that the Proposer will perform in the manner described and /or specified in this Request for Proposal.

The City of Reno reserves the right to accept or reject any and all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to the City of Reno.

## **13. References**

In the space provided in this RFP, Proposers shall provide verifiable references for **Janitorial Services 2023-2026, RFP # 2024-02** as specified in this Request for Proposal.

For the references listed, please give the following information:

Name of entity

Name, phone number and contact person within the above listed organization

Type of product/service provided

Failure to provide references may result in rejection of the Proposer's response

#### **14. Guarantee/Warranty**

The successful Proposer shall agree to redo, at no cost to the City of Reno, any services as a result of award of this Request for Proposal, if that service is deemed unacceptable for any reason resulting from deviations from the specifications contained herein, or as a result of improper procedures, and/or improper work by the successful Proposer.

In the space provided on the RFP Schedule, Proposer shall provide the nature and limitations of the guarantee/warranty that shall apply to **Janitorial Services 2023-2026, RFP # 2024-02**.

#### **15. Tax Exemption**

The City of Reno is a tax exempt public entity and is not generally subject to federal excise, state, or local taxes. The City is specifically limited in its payment of sales tax per NRS §372.325. No additional taxes may be added or “passed through” as a result of any agreement.

#### **16. Pricing**

In the space provided on the RFP Schedule, Proposers shall provide prices for **Janitorial Services 2023-2026, RFP # 2024-02**.

Pricing shall be inclusive of ALL COSTS such as per diem, travel time, hotel costs and all other expenses relating to the products/service purchased

Prices shall be exclusive of all Federal and State of Nevada sales, use and/or excise taxes.

#### **17. Discount and Payment Terms**

Prompt payment discounts and payment terms shall not be considered in recommending the RFP award if less than twenty (20) days.

The City of Reno normal payment terms are “Net 30 days”. If the Proposer wishes to take exception with the terms as stated, an exception must be stated in the Exception Section of the Request for Proposal.

The beginning of the discount and/or payable period will be computed from the date of satisfactory completion of services, and/or the date of receipt of a correct invoice by the City of Reno accounts payable department, whichever is later. Payment is deemed made as of the date on the City of Reno warrant.

#### **18. Billing**

The successful Proposer shall invoice the City of Reno and reflect the purchase order number, be itemized and show the name of the authorized individual who placed the order. Original or copy with authorized signature is required.

All original billings should be addressed to:

City of Reno  
P.O. Box 1900  
Reno, NV 89505  
Attention: Accounts Payable

A copy of the billing should also be sent to the ordering department.

#### **19. RFP Evaluation**

RFPs shall be evaluated with considerations being price, responses to questions posed within the RFP document related to process, references and on the basis of conformance to specifications, terms and conditions of the Request for Proposal as stated herein. Additionally, further detail relating to the selection of a vendor is in Attachment A.

#### **20. Cancellation**

The City of Reno reserves the right to cancel a resultant Agreement upon thirty (30) days written notice.

Cancellation may occur in the event the type, quality and/or work is unsatisfactory to the City of Reno.

In the event successful Proposer does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the City of Reno reserves the right to cancel the resultant agreement and to assess cover charges for any difference between the original RFP price and the cost to procure said product/service from an alternate source.

In the event that successful Proposer shall default or is terminated for default, they shall not be considered a responsible Proposer for **Janitorial Services 2023-2026, RFP # 2024-02** and shall be recommended to the Reno City Council, for debarment from doing business with the City of Reno for at least one (1) year after the termination of the term of the defaulted agreement.

#### **21. Termination**

The resultant contract may also be terminated upon thirty (30) days written notice by the City of Reno without cause.

#### **22. Assignment**

No Assignment of any agreement resulting from this award of this RFP shall be allowed, including the right to receive payment.

## REFERENCES

In the space provided below, Proposers shall provide the name, address, telephone number and contact person of the customers for whom they have performed for as described in this Request for Proposal. References cannot be a current or former City of Reno employee or a division of the City of Reno.

Name, Address, Phone #, Contact Person

1. Las Vegas Metropolitan Police Dept (LVMPD)  
4006 Martin Luther King Blvd Las Vegas NV 89106  
Diana McCulloch (702) 822-3946, DMCCULLO@LVMPD.COM
2. City of North Las Vegas  
50 Brooks Ave North Las Vegas Nevada 89030  
(702) 994-3151  
Bobby Mayes mayesb@cityofnorthlasvegas.com

**City of Reno Business License Number and Expiration date** MBS provided summary services at the Bruce R Thompson and Bynum & Fink Young GSA Buildings. License expired but will be renewed if intent letter received  
Reno Municipal Code, Section 4.04.020 requires that any business operating within the City of Reno is required to possess a valid City of Reno business license. Be advised that upon award of a contract/agreement to perform services for the City of Reno, a current business license must be in your possession before commencing business.

**Minority Status:** Has this firm been certified as a minority, women-owned or disadvantaged business enterprise by any governmental agency? X Yes    No if yes, please specify government agency: SBA, NMPC, State of Nevada

Date of certification: Being recertified

The above is for information only. The City of Reno encourages minority business participation; however, no preference shall be given.

**Notice to disabled persons:** The City of Reno will make reasonable accommodations for disabled persons who wish to submit RFPs or attend a RFP opening by contacting Marcie Wood prior to the RFP opening date.

**Debarment and/or Suspension:** As required by Executive Order 12549, Debarment & Suspension, and implemented at 34CFR Part 85, the Proposer certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any Federal Department or Agency.

**NONDISCRIMINATION.** In connection with the performance of work under this Contract, the

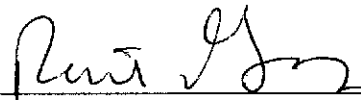
Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

Pursuant to NRS §332.065, this RFP requires that a written certification be included certifying that the proposing company is not currently engaged in, and agrees for the duration of any contract entered into with the City of Reno to not engage in, a boycott of Israel. Accordingly, the proposing company hereby certifies they are not currently engaged in, and agree not to engage in for the duration of this contract entered into with the City of Reno, a boycott of Israel.

☒ Yes ☐ No

Robert Gomez President & CEO

Printed Name & Position



Signature

## GENERAL TERMS AND CONDITIONS

### 1. Notice of Rights

- The City of Reno reserves the right to reject any or all proposals or any part thereof.
- The City of Reno reserves the right to waive any minor informalities or irregularities.
- The City of Reno reserves the right to require such surety as may be deemed necessary for the protection of the City of Reno, or to ensure the satisfactory performance of a contractor in accordance with the specifications and RFP documents.
- The City of Reno reserves the right to withhold award for a period of ninety (90) days from the date of RFP opening.
- The City of Reno reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the City's best interest. RFPs identified on the basis of "All or Nothing" will be excluded from this provision.
- The City of Reno is a tax exempt public entity and is not subject to federal excise, state, or local taxes. No additional taxes may be added or "passed through".
- The City of Reno may require a full demonstration of any item RFP at vendor's expense.

### 2. Preparation of RFPs

- RFPs must be submitted in accordance with any document attached hereto and made an integral part hereof.
- Proposers are expected to examine these documents carefully. Failure to do so will be at the Proposer's risk.
- RFPs should be proofread carefully for any errors.
- Any irregularities or lack of clarity in any of the RFP documents attached hereto should be brought to the attention of the Management Assistant - Purchasing as soon as possible so that corrective addenda may be furnished to all Proposers.
- Alterations/erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Corrections must be initialed in ink by each person signing the RFP.
- In the case of a difference between written words and figures, the amount stated in written words shall govern.
- In the case of a difference between a unit price and the extended price, the unit price shall govern.

All additions, deletions or exceptions are to be listed on the page marked as such. If there are none, print "NONE" and return the page with the submitted RFP. Failure to return or sign the exception page will be presumed as no exceptions are being taken and all terms, conditions, and specifications are being met. **Any pricing information being offered MUST either be submitted on the RFP document cost sheet (if one is provided) or specifically detailed on the "Exception Page". Pricing information offered in other areas of the RFP package WILL NOT be considered.**

**Proposers shall note that alterations in the RFP language shall be cause for RFP rejection. If exceptions are taken or alternatives offered, complete descriptions must be shown separately.**

Proposers are instructed to use City RFP forms, if provided and complete the requested information fully, i.e., pricing, RFP schedules, specification descriptions, exceptions, disclosure of principals, etc. Failure to do so may be cause for RFP rejection. If additional space is needed, attach additional sheets referencing the appropriate section.

### **3. Award of Contract**

- A. The City of Reno will award the contract on the basis of the RFP or RFPs most advantageous, in addition to price, the City may consider the following;
  - a. The ability, capacity and skill of the Proposer to perform the contract or provide the service required;
  - b. Whether the Proposer can perform the contract or provide the service promptly, and within the time specified without delay or interference;
  - c. The character, integrity, reputation judgment, experience and efficiency of the Proposer;
  - d. The quality of performance on previous contract;
  - e. The previous compliance of laws by the Proposer;
  - f. The financial responsibility of the Proposer to perform the contract or provide the service;
  - g. The limitations of any license the Proposer may be required to possess;
  - h. The quality, availability, and adaptability of the product or service;
  - i. The ability of the Proposer to provide future maintenance and service;
  - j. The number and scope conditions attached to the RFP;
  - k. The life-cycle, maintenance and performance of the equipment or product being offered;
  - l. Or any other basis as allowed by law; and
  - m. The terms of the contract will be for three (3) years with the option for two (2) – one (1) year extensions upon approval;
  - n. The City of Reno reserves the right to reduce frequency, or cancel certain services provided under this contract, which will result in a reduction in the contract amount. City will provide 30 days written notice to the awarded contractor.
- B. A purchase order, mailed or otherwise furnished by the Purchasing Division to the successful Proposer, is a binding contract without further action by either party.
- C. The Purchasing Division will notify all unsuccessful Proposers of the RFP results, and will return with such notice any surety held for bonding.
- D. The resultant contract may not be assigned, transferred or delegated, along with any rights, obligations or duties without prior written consent of the City of Reno.
- E. The specifications contained herein shall be considered "optimum" to the standard material, and is not intended to restrict RFPs, evaluation of RFPs, and recommendation for award of the material to specific manufacturer or from a specific

point of origin. Alternatives and/or exceptions to the specifications shall be given consideration in the resultant RFP evaluation

**PROVIDED:**

1. Each alternative and/or exception shall be entered on separate sheets stating page number, item, and/or sub-item number and a detailed description of all items offered as alternatives or exceptions.
  2. However, the City of Reno shall reserve the right and privilege to accept or reject any or all RFPs offered, based solely on the judgment of City of Reno staff as to the value of the offers to the City of Reno.
- F. The resultant agreement may be extended at the discretion of the City if determined to be in the best interest of the using agency.
- G. Performance standards shall be construed that Proposer shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures to perform the contract subject to the City's final approval.

**4. Funding Out Clause**

In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this Request for Proposal, necessitating cancellation of the Agreement, the successful Proposer(s) shall agree to hold the City of Reno free from any charge or penalty.

**5. Default of Contract**

- A. In case of default by the contractor (successful Proposer), the City may procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- B. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.
- C. Default by the Proposer in any manner including failure or refusal to furnish any product(s) or service at the price and/or the time specified in the RFP may be considered cause to commence with proceedings against any surety held with the RFP, or assess a penalty equal to five (5) percent of the total RFP price.

**6. Appeal by Unsuccessful Proposer**

- A. Proposer may appeal a pending RFP award prior to award by the Reno City Council as established in NRS §332.068.
- B. Proposer must submit a written appeal in accordance with the requirements set forth herein to the Management Assistant - Purchasing within five business days from the date of the letter notifying of intent to award the RFP.

- C. The appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to 25% of the value of the contract with the Purchasing Division in order to have their appeal heard by the City Council. Any and all bonds are subject to the approval of the Reno City Attorney. In the event the appeal is not upheld by the City Council, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the City because of the unsuccessful appeal.
- D. The route of appeal is the Finance Director and City Manager, or designee, and must be followed sequentially.
- E. No RFP protests will be heard by the Reno City Council unless the Proposer has followed the appeal process route.
- F. Claims Against Protest Bonds:

The City shall not make a claim upon any bond or other security unless and until the basis of that claim is considered and approved by the City Council. The City may:

1. Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
2. Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
3. Claim the City Attorney's time and costs in processing, considering and/or defending against an award protest.
4. Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
5. Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a contract to a selected solicitation response.
6. Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a contract to a selected solicitation response.

G. Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting City department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the contract award(s) stayed by the protest, without disclosing any RFP information that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the City Council. A protester may withdraw a protest in writing at any time prior to a decision of the City Council, but any withdrawal more than seven (7) calendar days after the issue date of the City's estimate of the basis of potential claims shall, upon City Council's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior to its return to the protester. At a minimum the estimate of the basis of potential claims shall include:

1. If relevant, the date the current contract expires.

2. If relevant, the rate per year paid (or revenue earned) on the current expiring contract.
3. If relevant, the cost per year to complete the solicitation's anticipated work with City staff, equipment and materials.
4. The date the stayed contract award would have begun in the absence of the protest and its anticipated term.
5. The estimated rate per year to be paid (or revenue earned) on the stayed contract award.
6. The rate per hour to be paid to any relevant independent contractors, consultants or contracted attorneys as a result of the protest.
7. An estimate of any anticipated staff time and costs in processing, considering and/or defending against the protest.
8. An estimate of necessary extraordinary employee overtime salary in processing, considering and/or defending against the protest.
9. The rate per hour for City Attorney services and any estimated costs in processing, considering and/or defending against the protest.
10. Disclosure of the amounts of any gifts, grants or other government or private financial participation that might be lost due to the protest.
11. Disclosure of any known seasonal, labor, equipment or materials costs that are materially time-sensitive and might result in financial damages to the City due to the protest.
12. Disclosure of any other anticipated consequential financial damages

## **7. Bonds Required**

The successful Proposer will be required to furnish a **performance bond** in the amount of one hundred percent (100%) of the contract insuring faithful performance of all terms of this RFP. All bonds shall be subject to the approval of the Reno City Attorney.

## **8. Insurance Requirements**

Successful Proposer(s) shall procure and maintain Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A.VII or above. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. A certificate of insurance evidencing said coverage shall be supplied by successful Proposer upon request, naming the City as an Additional Insured under the liability policy. The liability policy shall contain a provision that such policy shall not be cancelled until at least thirty (30) days prior written notice of cancellation has been received by the City for any reason other than non-payment of premium and for non-payment of premium at least ten (10) days prior written notice of cancellation.


Successful Proposer(s) shall, upon request, deliver to City of Reno evidence of worker's compensation as required by the State of Nevada.

## EXCEPTIONS

Does the Proposer take exception to any of the terms or conditions of this Request for Proposal and attachment thereto, or specifications? Yes ☒ No ☐ If yes, please indicate the specific nature of the exception or clarification, in the space provided below. Attach additional sheet(s) if necessary.

Firm Name MBS Building Service Inc.  
Address 3243 Territory ST  
City Las Vegas  
State NV Zip 89121  
Telephone (702) 855-0699  
Fax \_\_\_\_\_  
E-Mail Robert.Gurner@MBSBldgService.com  
Proposers Federal Tax ID # 822761648  
(May be requested at a later date)

In compliance with this "Request for Proposal" and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish any and all goods and services described herein at the prices, terms and delivery stated

Signature   
Print Name Robert Gurner  
Print Title President & CEO

If further space is required, please attach additional sheets

**DISCLOSURE OF PRINCIPALS**

Please print or type

MB3 Building Service Inc

Company Name

(702) 855-0699

Telephone Number with area code

3863 Territory ST

Street Address

Fax Number with area code

Las Vegas NV 89121

City, State and Zip Code

822761648

Federal Tax Identification Number

**Names of Officers or Owners of Concern, Partnership, Etc**

Robert Gomez

Name

President & CEO

Official Capacity

3863 Territory ST

Street Address

Las Vegas NV 89121

City, State and Zip Code

Name

Official Capacity

Street Address

City, State and Zip Code

Name

Official Capacity

Street Address

City, State and Zip Code

Name

Official Capacity

Street Address

City, State and Zip Code

Name

Official Capacity

Street Address

City, State and Zip Code

I/ we hereby certify the Instructions and Terms and Conditions have been read and agree to:  
(Print)

3843 Territory St Las Vegas NV 89121  
Address

(702) 855-0699  
Phone

Fax

Representative Robert Gomez  
Print Name

  
Signature

Vendor acknowledges 33 pages of this RFP. Date 7/31/23

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## ATTACHMENT A

### PROJECT SCOPE AND REQUIREMENTS

#### Janitorial Services 2023-2026, RFP # 2024-02

#### **SCOPE OF WORK AND MINIMUM CLEANING STANDARDS – CITY FACILITIES**

*It is the intent of the City that all premises be maintained at a high standard of cleanliness. The following standards are therefore intended to be included as the acceptable minimum level of service as directed in the cleaning specifications. Cleaning frequencies set forth in these specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of use. Some areas are cleaned each day the building is open for business, other areas such as City employee office areas will be cleaned either once a week or twice a week.*

*Some cleaning tasks are to be performed monthly. These cleanings shall be estimated on a square foot cost basis per building.*

*These standards are not to be construed as complete, and all items not specifically included, but found necessary to properly clean the building, shall be included as though written into these specifications.*

#### **CLEAN**

The term "clean" as defined generally shall be interpreted to mean the removal of trash, dirt, dust, lint, marks, stains, spots, and streak free. This includes graffiti mitigation on the bathroom stalls and walls. Instances of graffiti shall be reported to the designated City representative.

#### **CLEANING RESTROOMS AND BREAK AREAS**

Restroom and break area cleaning is the highest priority to the City's buildings and **must be performed daily**.

The tasks to perform **daily** include the following:

- Floors in these rooms shall be mopped with approved disinfectant/cleaners; be streak-free
- Floor drains treated.
- All plumbing fixtures shall be completely cleaned and sanitized using techniques which will remove and prevent any formation of encrustations or stains under lids, ledges or rims without harming the finish.
- Walls, stall dividers, towel dispenser, soap dispensers, toilet paper holders, seat cover dispensers, and sanitary napkin dispensers shall be cleaned, and serviced during every service.
- Remove graffiti using a process that will not leave an etching on walls, ceramic tiles and counters.
- Trash containers shall be emptied, cleaned, and lined with plastic bags.

- Mirrors shall be cleaned with approved glass cleaner.
- Report any leaks or dispensers needing repair. Also report low batteries in dispensers that need replacement.

## **CLEANING TENANT OFFICES, CITY OFFICES, AND PUBLIC AREAS INCLUDING EXTERIOR OF THE BUILDING ENTRANCE**

Offices and adjacent spaces that are leased to private entities (tenants) shall be cleaned five (5) days a week on a Monday through Friday basis along with the public pathways that serve these areas.

Public entries & hallways shall be cleaned (5) days a week, Monday-Friday.

Offices and program areas occupied by City of Reno employees shall be cleaned a minimum of **one time per week, preferably Fridays**.

The tasks that are to be include are as follows:

- Wastebaskets and trash receptacles shall be emptied, unless otherwise directed, and kept lined with plastic bags in good condition.
- Wastebaskets shall be cleaned as needed, before placing liners.
- Remove all items marked trash or empty boxes left in the hallways.
- Ashtrays /sand urns shall be cleaned and refilled with sand as needed.
- Drinking fountains shall be cleaned, sanitized and polished. Elevator doors, jambs, handles, hardware and doorplates shall be polished.
- Carpeted areas including corridors, pathways, elevators and lobbies shall be vacuumed, including mats. Spot clean areas less than 3 square feet in size.
- Tile floor areas shall be dust mopped and spot damp mopped.
- Upholstered surfaces shall be vacuumed on an as-needed basis.
- Elevators shall be cleaned; remove unsightly marks, fingerprints and soil spots, vacuum elevator door tracks and remove any obstructions.
- All interior glass and glass doors shall be spot cleaned.
- Vacuum the balance of all carpeted areas not vacuumed under the daily cleaning on a weekly basis, including under desks, tables and other furniture.
- Dust and clean fingerprints from all exposed furniture tops, including desks, chairs, tables, lamps, filing cabinets, copiers, shelves, sills and ledges from a height of six feet or below. This task should be completed weekly and accomplished in a manner that does not disturb any of the objects that are on the surface, i.e. feather duster. Regarding desks; cleaning and polishing of the surface shall be done if the surface is clear of work papers.
- Trash and debris in stairwells shall be removed, pan and broom as necessary. Clean handrails and perform complete sweep, mop or vacuum of steps/landings in stairwells weekly.
- Exterior of the building; perform complete sweep of entrance and entryway, spot clean glass doors, remove all trash and debris, handrails, and any webbing that collects on exterior light fixtures.
- Turn on lights in the area of the building being serviced at that time to conserve energy.

- Secure doors and turn off unnecessary lights after completion of work in the immediate area, unless otherwise instructed.

## FLOOR CARE

Floors shall be maintained, in such a manner as to promote cleanliness and safety.

The tasks are to include the following:

- A clean, safe condition free of dirt, dust, film, streaks, etc. and shall present a uniform appearance.
- Spot clean all carpeted areas as needed.
- Restore & buff, scrub & wax, strip & wax, steam extraction, and bonnet cleaning shall be completed, only as requested by the Facility Manager or his/her designee. This extra service shall be billed, at a cost per square foot as listed below.

Is there a minimum square footage for an individual floor care request? ☒ Yes ☐ No

If so, please provide the minimum square footage here: 2,500

**Please provide your companies costs for these services:**

Cost per square foot for steam extraction of carpets

. 23

Cost per square foot for bonnet cleaning of carpets

. 18

Cost per square foot for restore buffing of hard floors

. 26

Cost per square foot for scrub and wax of hard floors

. 30

Cost per square foot for strip and wax of hard floors

. 35

Cost Per Man Hour (PMH) for additional services

435

## MONTHLY (All spaces)

- All high areas including walls, wall hangings, and ceilings shall be vacuumed, brushed, or dusted.
- Cove base, wall molding, doors and doorjambs shall be dusted, and cleaned.
- Picture frames and wall ornaments shall be dusted.
- Vertical or horizontal blinds shall be dusted and cleaned.
- Wall surfaces and upholstered freestanding space divider walls shall be dusted, and vacuumed.
- Upholstered surfaces shall be vacuumed, and spot cleaned.
- Chairs and cushions in conference rooms, lobbies and waiting rooms shall be vacuumed and/or washed, depending on the type of material being cleaned.

- HVAC vents shall be kept clean and free of dust, webs, and build-up that may detract from the overall appearance.
- All inside windows, entrance windows and door glass are to be kept clean and streak-free.
- Exterior glass on display cases, and partitions spot cleaned as needed.
- Walls shall be kept clean and free from spots, cob webs, and hand prints.

## SUPPLIES

City of Reno shall supply paper towels, toilet tissue, toilet seat covers, trash can liners, sand for ash trays, and liquid hand soap.

It will be the responsibility of the Contractor to notify the City of Reno when supplied items require restocking. Use of supplies shall be tracked against past trends and the contractor may be required to credit the City double the purchase price for products or items that cannot be accounted for. Instances such as this will also be grounds for termination of this contract.

## RECYCLING

All recycled products shall be collected. Recycle paper is to be bagged, and transported weekly to the Corporation Yard's recycled paper bins located at 1640 East Commercial Row.

**Please note: Before dumping recyclable paper into a recycle bin, it MUST be removed from plastic bags.**

## QUALITY CONTROL

The contractor shall have internal methods of quality control to insure their employees are spending the proper amount of time at each site. The City may request these records and compare them against access system records, video system records, and other methods.

This attendance will be periodically audited and contractor shall provide these records when requested.

Correspondence for complaints and quality control issues may be discussed verbally but shall be documented via email. Failure to correct issues causing complaints may result in termination of the contract.

## MISCELLANEOUS

- Contractor shall maintain, update and post complete Material Safety Data Sheets (MSDS) on site for all chemicals and items being utilized.
- All products must be Green Seal Certified unless a variance of written permission via Facility Manager or his/her designee is given.
- Contractor shall forward a copy of the up-to-date inventory and the most current Safety Data Sheets to City of Reno Safety and Training Specialist, Jana Morales at [MoralesJ@reno.gov](mailto:MoralesJ@reno.gov). In the event that new chemicals are brought into the facility, the current SDS will be provided to the Safety and Training Specialist no more than 7 calendar days after introduction of the chemical.

- Quality control inspections may be done by City staff without notice at anytime and findings with related pictures may be documented in email correspondence to the contractor. These correspondence may be used to put contractor on notice for corrections needed, and may be used as documentation for the termination of the contract if two (2) or more complaints are received in a three (3) month period.
- Most work shall be performed after work hours. For security purposes, certain areas will require cleaning service while tenants are present. This service is to be provided at no extra cost. There will also be areas that have late meetings which will require cleaning service after the meetings terminate, i.e. City Council Chambers and Caucus Room. This service shall be provided at no extra cost.
- When a City of Reno property does not have a trash dumpster provided, the trash will need to be transported daily to the Corp Yard 1640 East Commercial Row. Costs associated with this service shall be included with the bid. This includes the large volume of trash removed from City Hall.

#### **DAY PORTER (where requested)**

The responsibility of the day porter include:

- Public areas kept presentable & clean at all times
- Miscellaneous emergency items (ie: spills, excessive trash, restroom issues, etc.)
- Restrooms & break areas monitored for cleanliness, functionality and paper products multiple times throughout the day.

**GROUP 1**  
**City Hall & Parking Garage**

**GROUP 3**  
**Misc. locations**

<b><i>Amtrak Station</i></b> <b><i>280 N Center St.</i></b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building to include lower lobby area</b> # Full Kitchens - 0 # Break areas - 1 # Restrooms - 5	14,054	7	2426.67	121.33
			<b>Total monthly cleaning cost</b>	2426.67

<b><i>Mira Loma Maintenance Office</i></b> <b><i>3000 S McCarran Blvd.</i></b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building</b> # Full Kitchens - 0 # Break areas - 1 # Restrooms - 1	700	1	86.67	<del>4.3</del> 4.3
			<b>Total monthly cleaning cost</b>	86.67

<b><i>Evelyn Mount Northeast Community Center</i></b> <b><i>1301 Valley Rd.</i></b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building</b> # Full Kitchens - 2 # Break areas - 0 # Restrooms - 7 # Full locker rooms - 2	39,419	7	5,156.67	<del>257.83</del> 257.83
			<b>Total monthly cleaning cost</b>	5,156.67

<b>Paradise Park Community Center</b> <b>2750 Elementary Dr.</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building</b> # Full Kitchens - 1 # Break areas - 0 # Restrooms - 2	3,160	3	260.	13
			<b>Total monthly cleaning cost</b>	260

<b>Fire Station #11 Training Center</b> <b>7105 Mae Anne Ave.</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Meeting Room/Bathroom/Kitchen</b> # Full Kitchens - 0 # Break areas - 1 # Restrooms - 2	1,500	5	433.33	21.66
			<b>Total monthly cleaning cost</b>	433.33

<b>Stead Sewer Plant</b> <b>4250 Norton Drive</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Offices/restroom, Chemical Bldg. Restroom (1)</b> <b>Must be cleaned during business hours only</b> # Full Kitchens - 0 # Break areas - 1 # Restrooms - 2	800	1	86.67	4.3
			<b>Total monthly cleaning cost</b>	86.67

<b>McKinley Arts &amp; Culture Center</b> <b>925 Riverside Dr.</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building</b> # Full Kitchens - 1 # Break areas - 0 # Restrooms - 6	22,093	3	1300	65
<b>Conference room</b>		1	43.33	2.164
			<b>Total monthly cleaning cost</b>	<b>1343.33</b>

<b>Oxbow Park</b> <b>3100 Dickerson Rd.</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building</b> # Full Kitchens - 0 # Break areas - 0 # Restrooms - 2	962	3	260	13
			<b>Total monthly cleaning cost</b>	<b>260</b>

<b>Idlewild Maintenance</b> <b>2055 Idlewild Dr.</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building</b> # Full Kitchens - 0 # Break areas - 2 # Restrooms - 3	4,850	1	130	6.5
			<b>Total monthly cleaning cost</b>	<b>130</b>

<b>Plumas Gym</b> <b>575 Monroe St.</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Clean entire building</b> # Full Kitchens - 0 # Break areas - 0 # Restrooms w/showers - 2	10,960	1	216.67	10.83
			<b>Total monthly cleaning cost</b>	<b>216.67</b>

<b>Southside School 190 E Liberty</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>1<sup>st</sup> and 2<sup>nd</sup> floors, stairwells, &amp; elevator</b>	6,000	5	650	32.50
<b>Lobby/Break areas/ Restrooms</b> # Break areas - 2 # Restrooms - 6	965	5	325	16.25
			<b>Total monthly cleaning cost</b>	<b>975</b>

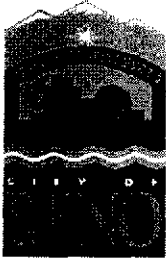
<b>Corp Yard 1640 E Commercial Row</b>				
<b>Area</b>	<b>SQ. FT.</b>	<b>Cleanings Per Week</b>	<b>Monthly Cleaning Cost</b>	<b>Man-hours Per month</b>
<b>Entire main building</b>	10,500	1	216.67	10.83
<b>Lobby/ Break areas/Restrooms</b> # Full Kitchens - 1 # Break areas - 2 # Restrooms - 6		5	433.33	21.67
<b>Wellness Center</b>	800	3	195	9.75
<b>Fleet Locker room</b>	120	3	65	3.25
<b>Sewers Locker room</b>	240	3	130	6.5
<b>Signals video room</b>	260	3	130	6.5
<b>Radio Shop &amp; stairwell (Fleet mechanics bay)</b>	140	1	43.33	2.167
<b>Entire Code Trailer</b> # Break areas - 1 # Restrooms - 2	2,000	3	260	13
<b>Entire Inspection Trailer</b> # Break areas - 1 # Restrooms - 2	2,000	3	260	13
			<b>Total monthly cleaning cost</b>	<b>1733.33</b>

**GROUP 3**  
**Special events only cleaning**  
**(Schedule to be provided monthly)**

<b>California Building 50 Cowan Dr.</b>			
		<b>Frequency</b>	<b>Cost Per Cleaning</b>
<b>Special events cleaning</b>		As needed only	200
# Full Kitchens - 1			
# Break areas - 0			
# Restrooms - 2			

<b>Plumas Gym - Day camp change to Mon-Fri cleanings (additional 2 cleanings per week) 575 Monroe St.</b>			
<b>Area</b>	<b>SQ. FT.</b>	<b>Frequency</b>	<b>Cost Per Cleaning</b>
<b>Clean entire building</b>	10,960	Additional 2 days	214.67
# Full Kitchens - 0			
# Break areas - 0			
# Restrooms w/showers - 2			

<b>McKinley Arts &amp; Culture Center – Auditorium only 925 Riverside Dr.</b>			
		<b>Frequency</b>	<b>Cost Per Cleaning</b>
<b>Special events cleaning</b>		As needed only	200



City of Reno  
Purchasing Division  
P.O. Box 1900  
Reno, NV 89505

July 26, 2023

**Request for Proposal 2024-02 – Janitorial Services– Addendum 1**

**All potential participants: Please note that for your qualifications to be considered, you must sign and attach this addendum to your response. Failure to do so may be cause for disqualification of your response.**

**Additional Information**

**Question #1**

Is there a floor plan available for each property? This information is not available.

**Question #2**

How high do you have to clean interior windows? Regarding the windows in the 1st floor of City Hall, are we expected to clean all the way to the top of the interior windows? The scope of work does not stipulate a maximum height for dusting. The awarded vendor should inform in writing of a location that they are going to be unable to service high dusting due to inability to reach a space. There are companies that will have the necessary equipment available to service all high dusting.

**Question #3**

Do we have to sweep the service bays in the Fleet department at the Corporation Yard? No, janitorial services stop at the linoleum flooring in that department.

**Question #4**

How much money is currently being paid for each site? How much is each location being billed monthly? Is there a possibility to have the current cost breakdown for groups 1 & 2?  
This information is unavailable.

**Question #5**

How many employees are currently employed at each site? This information is not available, and it is not relevant to the bidding process as the request is to calculate your bid on a square foot basis. The square footage noted is occupied spaces only.

**Question #6**

How long does an Awarded Contractor have to prepare the Performance Bond after Notice of Intent? 10 calendar days from the issuance of the Notice of Award.

**Question #7**

How many visits are on the current contract and how many visits are been removed from the new contract in which we're bidding on? The frequencies of visits only changed in Group 1. The change is from 5 times a week for leased spaces to one time a week on 3 floors.

**Question #8**

For the companies that showed up late to the walkthrough, will they be disqualified from bidding due to missing important information shared at the beginning? The preference is that you are on time. However, as long as you present for the relevant information, and virtual tour, they would not be disqualified from bidding

**Question #9**

Can Contractors expect that City of Reno will return to a once per year schedule of carpet cleaning and hard floor strip/refinish, now that most floors have been renovated or replaced? This is to ensure the new floors life is extended with proper annual maintenance. If floor service work is not completed annually, it increases the cost of service for the Contractor due to years of buildup? There has never been a once per year schedule of carpet cleaning and hard floor strip/refinish. Floor care service and frequency are not relevant to this bid

**Question #10**

What time is the Day Porter expected to start/finish at RPD? The hours for the day porter at the Reno Police Department Main station should start no later than 9am and finish no later than 5:30pm.

**Question #11**

Will any CPI increase requests be allowed during the life of the Contract? Especially for cases of rampant inflation or legislated minimum wage increases that did not exist during bidding? Contract will be for 3 year with the possibility of two (2) one-year extensions. Please provide pricing for the first 3-years and then put a statement of possibly increasing fees by a certain percent, should the contract be extended.

**Question #12**

Is the Security Office and the Fire Command Office included in the Parking Garage and City Hall square footage? These spaces are to be cleaned by the day porter as they will require them to be cleaned during business hours only

**Question #13**

Is it possible to get a breakdown of carpet and VCT square footage for each property? This information is not available and it is not relevant to the bidding process

**Question #14**

Regarding 11th floor Internal Affairs and 15th floor Administration. Will the Day Porter have to service these areas per the prior schedule? The 11<sup>th</sup> floor Internal Affairs department is required to be cleaned when staff is present so the day porter will need to clean this space. The 15<sup>th</sup> floor Administration was never been required to be cleaned when staff is present. This space should be cleaned after hours.

**Question #15**

Is there any cost for background checks and fingerprinting services? No

**Question #16**

Will the contract be awarded to the lowest bidder for all groups combined, or will it be awarded based on the lowest bidder in each group? The buildings are broken into 3 different groups and awarded in such manner. Award of contracts will be based on scoring of criteria for references, reputation, resources available and price.

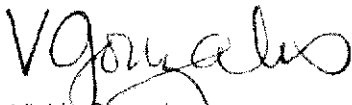
**Question #17**

Who attended the mandatory bid-walk? See attached sign in sheet

I, Robert Gomez of MB3 Building Service INC  
Print Name Firm Name

acknowledge receipt of Addenda #1 (4 pages) for RFP 2024-02 on 7/31/23  
Date

This addendum must be completed and returned with your documents.

  
Vickie Gonzales  
Management Assistant

# CITY OF RENO

Mandatory Pre-Bid meeting – July 20, 2023 - 10:00am  
Contract: RFP 2024-02 – Janitorial Services 2023-2026



Attendee Name (Please print)	Representing (Company name)	Phone #	Email address
Cessica R. Williams	J&L	(775) 579-8332	jandf@necode.com
Luis De la Cruz	J&L	(775) 544-6962	"
Chad Johnson	CSA	775-418-8344	cjohnson@csa-con.com
Hans Vargas	One Call Maintenance	775-229-3113	onecallmaintenance@msm.com
Oscar Vargas	One Call Maintenance	775-915-1432	onecallmaintenance@msm.com
Matt Mattingly	PSM	775-932-0444	Premier Janitorial Management & Upkeep
Leticia Harris	Qual-Econ USA	775-722-6096	LHARRIS@QUAL-ECON.USA
Hazel Flores	Qual-Econ USA	775-358-3655	GE@qual-econ.usa.com
Alma Herrera	Qual-Econ USA	775-358-3655	GE@qual-econ.usa.com
Michelle Queve	Wow	775-322-4787	michelle@wowcleaningreno.com
LOURNEA GOMEZ	MBJ BUILDING SERVICES	702-955-0699	FOUR5190MEZ@MBJBUILDINGSERVICES.COM
Dekou Dreje	Coit Reno	775-722-0766	Dekou@coitreno.com
BREANNA HITCHCOCK	Lois Reno	775-710-7330	BREANNA@LOISRENO.COM
Jane Bebez	COR	775-348-6909	bebezj@reno.gov
Vickie Gonzales	COR	775-657-4607	Gonzales@reno.gov
Kelsey Neno	Disability Resources	775-359-4498	kelseyjn@alphaproductions.org



City of Reno  
Purchasing Division  
P.O. Box 1900  
Reno, NV 89505

July 28, 2023

**Request for Proposal 2024-02 – Janitorial Services– Addendum 2**

**All potential participants: Please note that for your qualifications to be considered, you must sign and attach this addendum to your response. Failure to do so may be cause for disqualification of your response.**

**This amendment is for item “7. Bonds Required” of the General Terms and Conditions on page 16 of 33 of RFP 2024-02.**

The bond requirement is amended as follows:

**7. Bonds Required**

The successful Proposer will be required to furnish a **performance bond** in the amount of one hundred percent (100%) of the contract amount for 1 year insuring faithful performance of all terms of this RFP. Thirty (30) days before the expiration of the first year, a bond renewal for the contract amount for another year must be obtained. Thirty (30) days before the expiration of the second year, a bond renewal for the contract amount for the third year must be obtained. All bonds shall be subject to the approval of the Reno City Attorney. Failure to renew the bond as provided herein will subject the contract to cancellation.

I Robert Gormel of MBS Building Service Inc  
Print Name Firm Name

acknowledge receipt of Addenda #2 (1 page) for RFP 2024-02 on 7/31/23  
Date

This addendum must be completed and returned with your documents.

Vickie Gonzales  
Management Assistant