



Roll Call Number

20-1464

Agenda Item Number

56

Date September 14, 2020

ACCEPTING PROPOSAL FROM FBG SERVICE CORPORATION FOR CUSTODIAL SERVICES FOR MUNICIPAL BUILDINGS AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACT FOR PROVISION OF SAME

WHEREAS, the City Manager Office Facilities Division requested the Finance Department Procurement Division to solicit a Request for Proposal for city-wide custodial service; and

WHEREAS, on June 25, 2020, Request for Proposals (RFP) N20-214 for Custodial Services was issued by the Procurement Division of the Finance Department for a contract with an initial term of three years with an option for one additional three-year term upon mutual agreement of the parties; and

WHEREAS, the Procurement Administrator solicited proposals by advertising and emailing RFP N20-214 to eighteen (18 ) potential proposers with six (6) proposals received; and

WHEREAS, an Evaluation and Selection Committee reviewed the proposals and recommended that a contract for such services be awarded to FBG Service Corporation; and

WHEREAS, the FBG Service Corporation Proposal provides for an annual rate of \$438,216.00 during the initial 3-year term of the contract for such services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the City Manager is hereby authorized to negotiate and execute a contract on behalf of the City with FBG Service Corporation for custodial services as described above for an annual rate of \$438,216.00, with such contract subject to review and approval as to form by the Legal Department, and the City Manager is hereby authorized to execute such contract for an additional three year term if the annual fee is not increased, and the City Clerk is hereby authorized to attest to the City Manager's signature.

BE IT FURTHER RESOLVED that the payment for additional custodial services related to COVID-19 in an amount of up to \$100,000 annually and payment for up to \$20,000 annually for additional custodial services that are not related to COVID-19 are authorized, if approved as necessary by the City Manager.

(Council Communication No. 20-377 ) Moved by Gatto to adopt.

APPROVED AS TO FORM:

/s/ Ann DiDonato

Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

J. M. Franklin Cownie Mayor

P. Kay Cmelik

City Clerk

**CONTRACT  
BY AND BETWEEN  
THE CITY OF DES MOINES, IOWA  
AND  
FBG SERVICE CORPORATION  
FOR  
MUNICIPAL, FLEET SERVICE, PUBLIC WORKS, POLICE, AND PARK BUILDINGS**

THIS CONTRACT is made and entered into this 4<sup>th</sup> day of September, 2020, by and between the City of Des Moines (the “City”) and FBG Service Corporation, a State of Nebraska corporation and having offices at 1615 NE 58<sup>th</sup> Avenue, Des Moines, Iowa, 50313 (the “Contractor”).

WHEREAS, the City desires to obtain professional custodial services for various buildings operated by the City, as described in Request for Proposals N20-214 (“RFP”) (“City Buildings”); and

WHEREAS, the Procurement Administrator solicited proposals by advertising and mailing the RFP to eighteen (18) potential proposers with six (6) proposals received; and

WHEREAS, an Evaluation and Selection Committee reviewed the proposals and recommended that a contract for such services be awarded to the Contractor; and

WHEREAS, on September 14, 2020, by Roll Call No. 20-1464, the City Council accepted the proposal of Contractor and authorized the City Manager to execute a contract for said services with the Contractor; and

WHEREAS, the parties now desire to enter into a contract to formalize their agreement for Contractor to provide professional custodial services at the City Buildings and to implement the requirements of the RFP and the provisions of the proposal made by Contractor.

The parties therefore agree as follows:

**SECTION 1: CONTRACT DOCUMENTS**

The Contract shall include: (1) this Contract; (2) the RFP, including its attachments, and the Addenda 1 Cost pages replacing page 48-49 of the RFP; (3) Addenda No. 1 to the RFP dated July 13, 2020; and (4) the Contractor’s proposal dated July 21, 2020, (the “Proposal”). The listed documents are to be interpreted so as to give effect to all terms of each and to harmonize their provisions. To the extent there are provisions in the listed documents that are irreconcilable, then, the order of precedence is as listed in this section. This Contract, together with all exhibits and attachments hereto, constitutes the entire agreement between the parties, and all other promises, representations or statements heretofore made, verbal or written, are merged herein.



## SECTION 2: SCOPE OF SERVICES TO BE RENDERED

Contractor agrees to provide the Scope of Work for custodial services under the terms and conditions set forth in this Contract. The services provided by Contractor shall include all of those described in the RFP and the Proposal. Contractor shall not perform work beyond the Scope of Work in this Contract, except pursuant to the City's prior written request. Contractor agrees to perform any of the Miscellaneous Custodial Services Items listed in Tab 5 of the Proposal ("Additional Services"), upon the written request of City.

Contractor agrees to comply with City written directions for COVID-19 precautions and practices, as such may be changed from time to time, in addition to those described in the RFP.

## SECTION 3: TERM OF CONTRACT

The services under this Contract shall begin October 1, 2020 and this Contract shall expire September 30, 2023, unless extended. This Contract may be extended for one additional three-year period upon mutual agreement of the parties. If Contractor wishes to terminate the Contract after the expiration of the initial three-year term, Contractor agrees to give the City notice of its intent not to renew the Contract at least 90 days before the expiration of the initial term.

## SECTION 4: PRICES AND PAYMENT

For the term of this Contract, City shall pay Contractor as provided in Tab 5 of the Proposal, with the following clarifications:

- (a) The monthly Total Cost for the Parks Building is \$6,597.00;
- (b) The monthly Total Cost of \$4,772.00 for the Proposal Tab 5 Section B includes both the Fleet Services and Public Works Facilities;
- (c) The day porter daily rate is \$96.

The Contractor shall be paid on a pro rata basis for services performed for a period of less than a full month, and, with the exception of additional services requested by City, not to exceed \$438,216.00.00 per year. Payment shall include all equipment, supplies, uniforms and services, as well as all other costs and expenses needed to perform the services, for the term of this Contract, including extensions.

In the event that the City requests the Contractor to perform any of the additional services, the City shall pay Contractor the rates provided in the Hourly Rate schedule.

Contractor shall submit monthly invoices with documentation showing the number of employees and the hours worked for each work shift for services performed during the previous month.

Contractor agrees that requests for proposed price changes after the initial term of this Contract must be submitted in writing to the City Procurement Administrator ninety (90) days prior to the expiration date of the initial term of this Contract. The City reserves the right to accept or reject any price increase

## SECTION 5: CONTRACT ADMINISTRATION

The work to be performed by the Contractor shall at all times be subject to the general supervision and approval of the City Manager or his designee. The City Manager hereby designates general supervision and authority to the Facilities Manager. The Facilities Manager or his designee shall be the liaison between the Contractor and the City for the purpose of administering the work to be performed under this Contract.

## SECTION 6: TERMINATION AND ADJUSTMENT

- A. Contractor agrees to perform its services under this Contract in compliance with the Scope of Work. If the Contractor fails to meet the Performance Standards, or otherwise fails to fulfill its obligations under this Contract, the City may terminate this Contract by giving ten (10) days written notification to the Contractor pursuant to section 19 of this Contract. Contractor agrees to cease all activity associated with this Contract at such time as the written notification is received. The ten (10) day period will begin on the date shown on the written notification from the City.
- B. Contractor recognizes that public facilities must be maintained to a high standard of cleanliness in accordance with the Performance Standards. The City shall have the right to setoff the cost of procuring the services of a third party, or the cost of City staff, to provide the Scope of Work under this Contract until the effective date of a new contract for such services, in the event of termination, or until such time as Contractor begins to provide such services in the event that this Contract is not terminated .

## SECTION 7: INSURANCE AND INDEMNIFICATION

The Contractor shall defend, pay on behalf of, indemnify and hold harmless the City as provided for in Section 5, “Standard Insurance And Indemnification Requirements” of the RFP. The Contractor shall obtain and maintain in continuous effect during the term of this Contract, and while any of its obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements set forth in Attachment 2 of the RFP.

## SECTION 8: NON-DISCRIMINATION

As prescribed in #38 of Section 4 “Non– Discrimination”, of the RFP, the Contractor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, familial status, or disability and shall furnish evidence of compliance with this provision when so requested by the City.

## SECTION 9: RECORDS AUDIT

The Contractor shall maintain such account records in connection with its performance of services for the City as may be reasonably required by the City. Such account records shall be kept for a period of three years following the termination of this Contract. The Contractor shall



afford the City's agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance and shall, upon request of the City, produce and exhibit all such records.

#### SECTION 10: CONFIDENTIAL INFORMATION

As provided in the RFP, Exhibit H, section 8, "Proposals Not Confidential", under Iowa Code Chapter 22, all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Contractor agrees to provide specific written designation of any information it desires to be "confidential information" and agrees that the terms of section 8 apply to any information designated as "confidential information" by Contractor. Contractor acknowledges that this Contract is a public document.

The Contractor understands that this Contract is a public record subject to Iowa Code Chapter 22 and specifically does not make any claim of confidentiality covering the pricing in this Contract.

#### SECTION 11: GOVERNING LAW

This Contract will be governed by and interpreted and construed in accordance with the laws of the State of Iowa, except its choice of law rules, and any action relating to this Contract shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa

#### SECTION 12: COMPLIANCE WITH LAW

Contractor shall comply, at all times during the term of this Contract, at its own cost and expense, with all applicable present and future ordinances and laws of City, County or State government or of the United States Government, and of any political division, subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances with respect to the matters hereunder.

#### SECTION 13: NONWAIVER OF RIGHTS

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

#### SECTION 14: SEVERABILITY

If one or more clauses, sections, or provisions of this Contract, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder of this Contract and the application of its remaining provisions shall not be affected thereby.

SECTION 15: LICENSES AND PERMITS

Contractor shall obtain all applicable licenses and/or permits as required by federal, state, or local law.

SECTION 16: AGREEMENT CONSTRUCTION

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract or any amendments or attachments hereto.

SECTION 17: REPRESENTATIONS OF PARTIES

City and Contractor represent that each has the full power and proper authority to make and execute this Contract, to exercise its rights, powers and privileges as described herein, and to perform the agreements and covenants set forth herein. Contractor further warrants that it has the authority to enter into and be bound by the terms of this Contract and no order of any bankruptcy or other court, and no agreement with others, prohibits or limits such authority.

SECTION 18: NO THIRD PARTY BENEFICIARIES

It is not the intention of the signatory parties by entering into this Contract to create any rights in any person not a party to this Contract.

SECTION 19: NOTICES, PAYMENTS AND INVOICES

All notices which the parties are authorized or required to give one another pursuant to this Contract, and all reports, payments and invoices, shall be in writing and may be personally delivered or sent by ordinary mail to the addresses provided below. Mailed notices, reports, payments or invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices, reports, payments and invoices shall be delivered or mailed to the following persons at the addresses listed:

City  
Jim Hoff  
City of Des Moines  
Municipal Services Center  
1551 East Martine Luther King, Jr. Parkway  
Des Moines, IA 50317  
515-323-8940  
jmhoff@dmgov.org

Contractor

Mark Gunhus  
FBG Service Corporation  
1615 NE 58<sup>th</sup> Avenue  
Des Moines, Iowa 50313  
515- 402-1221  
mgunhus@fbgservices.com


SECTION 20: PROHIBITED ACTIVITIES

Contractor personnel will not engage in any action while on-duty that would hinder the fulfillment of their duties. Prohibited activities include but are not limited to:

- A. Conducting private business;
- B. Drinking intoxicating beverages or using illegal drugs or controlled substances;
- C. Reporting to duty under the influence of intoxicating beverages, illegal drugs or controlled substances;
- D. Gambling or engaging in other illegal activity;
- E. Sexual conduct;
- F. Allowing unauthorized persons to accompany them while on duty;
- G. Engaging in inappropriate or extended casual conversation or acting in an offensive manner toward the public or airport users.
- H. Use of City owned phones or computer equipment is strictly prohibited.

IN WITNESS WHEREOF the parties hereto have executed this Contract by its duly authorized representatives.

**City of Des Moines, Iowa**

  
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Scott Sanders, City Manager

**FBG Service Corporation**

  
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Mark Gunhus, FBG Service Corp. Market Manager



