



Purchasing Department
 530 Water Street
 Oakland, CA 94607

August 11, 2021

ADDENDUM No. 1

RFP No. 21-22/03 - Janitorial Services for 530 Water St. and Other Port Assets

This Addendum modifies the original RFP Documents for the above-mentioned RFP. **Acknowledge receipt of this addendum in the space provided on the RFP Acknowledgement and Signature Form (Attachment 3). Failure to do so may disqualify your proposal.**

The following correction have been made to the above-referenced RFP.

A. Correction No. 1 – Day Porter Working Hours:

On the Scope of Services, Page 2 of 14, under item B- **Staffing Requirements and Hours of Operation**: the Day Porter hours state “7:30 pm – 4:00 pm”. This is a typo and the correct reference should be “7:30 am – 4:00 pm”.

The Contractor’s crew shall work during the following hours:

Position	Hours	Responsibility
Day Porter	7:30 pm – 4:00 pm (7:30 am – 4:00 pm)	All assets
Night Crew	6:00 pm – 12:00 am	All assets
Parking Lot/Garage Staff	1:00 am – 8:00 am	Two garages and 1 surface lot

B. Correction No. 2 – Attachment 4, Proposal Worksheet:

The Port is modifying the “Attachment 4, Proposal Worksheet” in the RPP document to include additional cost section for Year 2 to 4 and Optional One-year Extension. Please replace the Proposal Worksheet Form in its entirety and use the enclosed **REVISED Proposal Worksheet** in this addendum.

There are no other correction to RFP No. 21-22/03.

The following questions were submitted by the deadline and are answered in this addendum:

1. Question: Who is the current incumbent company?

Answer: ABM Industry Group LLC

2. Question: What is the incumbent yearly contract price?

Answer: The current annual contract price is \$334,788.00.

3. Question: Are there any minimum staffing levels desired?

Answer: One full time Day Porter is required, and sufficient Night Crew and Parking Lot/Garage Staff personnel are required to sufficiently fulfill the services of the assets listed in the RFP.

4. Question: Since the current contractor/contract is covered under a collective bargaining agreement, could we get an employee seniority list showing hire date, and various PTO balances such as sick leave, vacation, etc.

Answer: Information such as employee leave balances is maintained by the contractor, not the Port. The Port has provided copies of current and past contracts as further described in the response to Question 12 below.

5. Question: Day Porter hour seems to have a typo. Is it 7:30 am to 4pm?

Answer: Yes, it's 7:30 am to 4:00 pm (see correction above)

6. Question: The frequencies for all locations are generally stated as Mon-Fri. Please, confirm that they are all 5x/week without exception.

Answer: Yes, the frequencies are 5x/week.

7. Question: Can you please provide the layout of building 530 Water St. and the Washington street garage?

- *Answer: Yes, building drawings will be provided for 530 Water Street if a firm registered/attended during the mandatory pre-proposal meeting on July 28, 2021. The parking garage is 7 levels and does not have any restrooms to service.*

Please contact Nicklaus Sioson at nsioson@portoakland.com to request a copy of the 530 Water Street Floor Plans.

Note: *All floor plans distributed must be destroyed if the proposer elects not to submit a proposal or if the proposer submits an unsuccessful proposal for this project. No part of the document may be disclosed to any person without the permission of the Port.*

8. Question: Is the garage cleaning 5 or 7 days a week?

Answer: 5 days

9. Question: How many sets of restrooms and how many stalls in each?

Answer: Total of 16 restrooms (8M, 8W) roughly two stalls per restroom.

10. Question: Where we can see the previous RFP Result for the Janitorial Services for 530 Water St. and Other Port Assets?

Answer: The previous results were released in response to this public records request and can be downloaded here: <https://portofoakland.nextrequest.com/requests/21-78>

11. Question: Are there requirements that we need to pass on for Small Businesses before we can submit the attachments on the RFP?

Answer: There are no small business requirements. If a business is located in Alameda or Contra Costa Counties they may apply for local certification. The on-line certification application is due 7 business days prior to the proposal due date. The application can be located online: <https://srd.portofoakland.com/>

12. Question: Can we get a copy of current or past contracts that covers all proposed specified areas?

Answer: The contracts were released in response to this public records request and can be downloaded here: <https://portofoakland.nextrequest.com/requests/21-78>

13. Question: Our company is signatory to the SEIU-USWW's, Northern California agreement thus all of our staff working within their jurisdiction must be covered under this agreement including any subcontractors whom we may engage. Is this acceptable to the Port?

Answer: The successful respondent will need to comply with all Labor Peace requirements as set forth in the RFP.

14. Question: Local SEUI 1877 provided union staffing wage rates for the Port of Oakland. Is the port requesting Union wage rates be used or Living Wage?

Answer: The successful respondent will need to comply with both Living Wage and Labor Peace requirements. To the extent such compliance produces differing rates, typically this requires compliance with the higher rate.

15. Question: Who is currently providing the parking garage sweeping?

Answer: Sweeping for the parking garages is part of the contract with ABM Janitorial.

16. Question: Is the Port exempt from payment of State and local sales and use taxes?

Answer: No.

17. Question: Does the Port expect that the quoted pricing will also apply throughout the maximum 5-year contract term? How and when will rate increases be addressed?

Answer: There should be a quoted price provided for the entirety of the initial term (First Contract Year) and see question 18 for rate increases.

18. Question: Will the Contractor also be permitted to raise rates when and as needed to recoup increases in the Living Wage, as well as the following additional costs that are outside of the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?

Answer: The Port may consider Contractor requests for periodic rate increases based on Contractor request with supporting information for the requested increase.

19. Question: Our company stands behind our services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of services under client

agreements. Can Section 9.1 on page 4 of the Janitorial Services Agreement be revised as follows to reflect that standard?

- a) On lines 10-11, delete the phrase “that arise from or relate to, directly or indirectly, in whole or in part, from: (1) the Services under this Agreement, or any part thereof; or (2)” and replace it with the phrase “to the extent caused by.”
- b) On line 14, delete the phrase “in whole or in part.”
- c) On the last line, after the word “Indemnitee,” insert the phrase “or any third party other than Contractor, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control.”

Answer: Please include any proposed contract exceptions or revisions into the proposal. The nature and extent of those exceptions will be considered when evaluating proposals and will affect the outcome. As a general matter, the Port intends to execute an agreement in the form attached to the RFP, without substantive revisions.

20. Question: Our company’s standard commercial terms include a disclaimer of consequential damages. Can the following mutually beneficial, reciprocal provision be added as new Section 9.3 to the Janitorial Services Agreement?

- a) “9.3. Anything to the contrary notwithstanding, except with respect to the Contractor’s obligations under Sections 9.1 and 9.2, under no circumstances will either party be liable to the other party for consequential, incidental, indirect or punitive damages, or for lost profits.”

Answer: Please include any proposed contract exceptions or revisions into the proposal. The nature and extent of those exceptions will be considered when evaluating proposals and will affect the outcome. As a general matter, the Port intends to execute an agreement in the form attached to the RFP, without substantive revisions.

21. Question: Can Section 20 on page 7 of the Janitorial Services Agreement be revised to give the Contractor the reciprocal right to terminate the Agreement for convenience on 120 days’ prior written notice to the Port?

Answer: Please include any proposed contract exceptions or revisions into the proposal. The nature and extent of those exceptions will be considered when evaluating proposals and will affect the outcome. As a general matter, the Port intends to execute an agreement in the form attached to the RFP, without substantive revisions.

22. Question: We note the limitations on self-insured retentions and deductibles in Sections 1 through 6 of Exhibit “C.” Our company maintains insurance deductibles and retentions that have been determined as optimal for a company of our size and financial strength after careful review with our insurance advisors, and they cannot be eliminated or reduced with respect to a specific client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Should the Port require added security, we can provide the guaranty of our parent company of losses and expenses that fall within the SIRs and deductibles. Can the following provision be added to Exhibit “C” to reflect those parameters?

- a) “Anything to the contrary notwithstanding, wherever approval of self-insured retentions and deductibles is required by the Port, such approval shall not be unreasonably withheld upon Contractor’s demonstration of financial capacity to carry said deductibles and self-insured retentions. Should the Port require added security, the Port shall accept a financial guarantee of Contractor’s parent company guaranteeing

payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.”

Answer: We cannot make this change to the agreement however adequate flexibility is given to consider higher deductibles. Deductible/Self-Insured Retentions more than what is stated in the insurance requirements are reviewed and approved by Port Risk Management.

23. Question: Sections 1 through 3 of Exhibit “C” identify additional insureds to be covered under various Contractor insurance policies. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Our blanket additional insured endorsements automatically cover any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Can the following provision be added to Exhibit “C” to reflect those parameters?
- a) “Anything to the contrary notwithstanding: (1) the additional insured status under Contractor’s insurance policies of any person or entity so identified in this Exhibit “C” shall apply to the extent of the Contractor’s indemnification obligations under Section 9 of the Agreement and up to the required insurance limits for each applicable line of insurance as stated in this Exhibit “C”; and (2) the additional insureds shall be covered under Contractor’s insurance policies via blanket additional insured endorsement that extends coverage to the extent required by written contract.”

Answer: Blanket endorsements will suffice; however we will not amend the wording in the agreement.

24. Question: We note that Section 6 of Exhibit “C” requires the Contractor to provide an Employee Dishonesty Bond. Can Commercial Crime Insurance be substituted for the Employee Dishonest Bond?

Answer: Commercial Crime Insurance can be provided to satisfy the requirement for an Employee Dishonesty Bond.

25. Question: We note that Section 6 of Exhibit “C” requires that the City of Oakland be a Loss Payee under the Contractor’s Dishonesty Bond. Our company’s commercial crime insurance includes a blanket loss payee endorsement that automatically covers any party we are required by written contract to cover as a loss payee, as its interests may appear, without the necessity of expressly naming such party. Can the “Loss Payee” provision in Section 6 of Exhibit “C” be replaced with the following to reflect those parameters?
- a) “**Loss Payee:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, shall be included as Loss Payee, as its interests may appear.”

Answer: Blanket Loss Payee Endorsement will suffice, however we will not amend the agreement.

There were no other questions to RFP No. 21-22/03



PORT OF OAKLAND REVISED Proposal Worksheet (ADDENDUM No. 1)

RFP No.: 21-22/03 – Janitorial Services for 530 Water St. and Other Port Assets

Indicate individual monthly fee and per square foot per month, site location and the annual total cost.

A. Staff Information:

1. Complete number of staff required for Night Crew and Parking/Garage Staff:

Number of Staff:	<u> (1) </u>	Day Porter	Time:	7:30am – 4:00pm
Number of Staff:	<u> </u>	Night Crew (PM Service)	Time:	6:00pm – 12:00am
Number of Staff:	<u> </u>	Parking/Garage Staff	Time:	11:00am – 8:00am

2. Provide a monthly detailed staff cost per month:

Day Porter = \$ per month Night Crew = \$ per month

Parking/Garage Staff = \$ per month

B. Site Location Detailed Cost:

I. Port Headquarters – 530 Water St. Oakland, CA 94607

- **137, 672 sq. ft. – 7 story office building**

Total Fee = \$ per month

Fee per Square Foot = \$

II. Harbormaster Office – 38 Water St. Oakland, CA 94607

- **1,000 sq. ft. – 1 story office building**

Total Fee = \$ per month

Fee per Square Foot = \$

III. 101 Washington Street Garage and Underground Garage

- **400,000 sq. ft. – 7 story garage and 90,000 sq.ft. - 1 story garage**

Total Fee = \$ per month

Fee per Square Foot = \$

IV. Webster/Embarcadero Parking Lot

- **18,480 sq. ft. surface lot**

Total Fee = \$ per month

Fee per Square Foot = \$

C. Annual Cost Summary (Initial Term – 1st Year):

Total (Year 1) Annual Cost
(Site I + II + III + IV) = \$ per year

D. Estimated Yearly Cost (Year 2 to Year 4):

It is important that you provide your fee schedule so that the Port can evaluate your proposal.

Year 2 Estimated Annual Cost \$ _____ per year

Year 3 Estimated Annual Cost \$ _____ per year

Year 4 Estimated Annual Cost \$ _____ per year

Note: Provide supporting information for your estimated annual cost and/or annual increase cost:

E. Contract Option Extension – 1 Year Extension (Optional Year 5):

It is important that you provide your fee schedule so that the Port can evaluate your proposal.

Year 5 Estimated Annual Cost \$ _____ per year

Note: Provide supporting information for your estimated contract extension cost:

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____