

AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on this 6th day of August 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Frank and Grossman Landscape Contractors Inc., (“Service Provider”), identified as an S corporation and whose address is 3248 Arden Road, Hayward, CA 94545. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide janitorial services.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on May 14, 2024, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin October 1, 2024, through June 30, 2029 subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation: Compensation for year one (FY2024/25) shall not exceed \$202,690. Compensation for future years will be the base cost of \$266,920 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task.

Year 1 = 10/1/24 – 6/30/25 = \$192,690 + \$10,000 unforeseen = \$202,690

Year 2 = 7/1/25 – 6/30/26 = \$256,920 + \$10,000 unforeseen = \$266,920

Year 3 = 7/1/26 – 6/30/27 = \$256,920 + \$10,000 unforeseen = \$266,920

Year 4 = 7/1/27 – 6/30/28 = \$256,920 + \$10,000 unforeseen = \$266,920

Year 5 = 7/1/28 – 6/30/29 = \$256,920 + \$10,000 unforeseen = \$266,920

Compensation for services in the amount **not to exceed \$1,270,370**, inclusive of all costs.

*Total compensation does not include CPI adjustments for Years 2-5.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15)

written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.

4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
 - 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
 - 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
 - 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Frank and Grossman
Landscape Contractors Inc.,
3248 Arden Road,
Hayward, CA 94545

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

Frank and Grossman Landscape Contractors
Inc. by:

Laurel Prevetti, Town Manager

Rick Oropeza, Vice President of Commercial
Operations

Recommended by:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

REQUEST FOR PROPOSALS: CONTRACT JANITORIAL SERVICES

May, 14 2024

FRANK + GROSSMAN
Landscape Contractors, Inc



Proposed By:

Jackie Hodgdon

Business Development Manager

Location:

3248 Arden Road
Hayward, CA 94545

Contact:

(415) 470-3196
Jackie@frankandgrossman.com

Prepared for:

Wendy Wood

Town Clerk

Location:

41 Miles Avenue
Los Gatos, CA 95030

Contact:

(408) 354-6888
wwood@losgatosca.gov

COVER LETTER

Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

05/14/2024

Dear Town of Los Gatos,

We are writing to express our interest in the Janitorial Services for the Town of Los Gatos. Frank and Grossman Landscape Contractors, Inc. is a well-established landscape and janitorial contractor with over 40 years of experience in the Bay Area.

As a responsible S-Corp and ESOP firm, we take pride in our commitment to our employees and our fiduciary responsibility. We have reviewed the bid documents and visited the sites to familiarize ourselves with the access, level of use and have begun outlining our plan of action. Our extensive experience allow us to efficiently and effectively provide the specific work tasks outlined in the Request For Proposal.

We guarantee that no subcontractors will be used, and we hold ourselves to the highest standards of ethical conduct. We certify that no payments will be made to any employee or official of the Town of Los Gatos in exchange for any services, and we have no conflicts of interest.

We have no current or past litigation against us.

Our offer is firm and irrevocable for 60 days from the proposal due date, and we can meet all insurance requirements. We are ready to begin work as soon as we are appointed, and we will perform the work as outlined in the RFP as well as in the addendum #1.

Your contact that is authorized to make decisions for this bid is Jackie Hodgdon. She may be reached at 415-470-3196 or Jackie@frankandgrossman.com. We look forward to the opportunity to provide exceptional custodial services to the Town of Los Gatos.

Sincerely,



Rick Oropeza

Vice President of Commercial Operations

Frank and Grossman Landscape Contractors, Inc.

(415) 828-3946, rick@frankandgrossman.com

QUALIFICATIONS OF THE FIRM

F+G's history of 40 years of experience in the service industry, and 10 years with a janitorial department have exposed us to a wide variety of clients, locations and demands (including COVID disinfecting protocols). Our keystone client, Caltrain, of 10 years, with 31 stations, has specifically exposed us to every kind of pedestrian trash and defecation. We also provide regular power washing duties for them as well as other clients. Our experienced team is ready to handle any and all of your janitorial needs.

F+G Motto:

***“Investing in people, devoted to our craft,
exceeding expectations”***

GRAFFITI REMOVAL SAMPLE



Before



After

PREVAILING WAGE

Frank and Grossman has experience with prevailing wages. We will comply with all local and federal labor laws. We are currently registered with the DIR for both landscape and janitorial services.

 **FRANK AND GROSSMAN LANDSCAPE CONTRACTORS, INC.**

Detail:

Registration Number: 1000037172
Status: Active
CSLB Number: 454266
Legal Entity Type: Corporation
Mailing Address: 3428 ARDEN ROAD
HAYWARD
CA 94545
County: Alameda
Craft: Landscape
Email: jessica@frankandgrossman.com

State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Licensing & Registration Unit
1515 Clay Street, Ste. 1902
Oakland, CA 94612



Registration Number:
JS-LR-1001016943

Janitorial Services Registration

REGISTRANT WITH EMPLOYEES

Effective Date	Expiration Date
3/21/2023	3/21/2024

FRANK AND GROSSMAN LANDSCAPE
CONTRACTORS, INC.
3428 ARDEN ROAD
HAYWARD, CA 94545

Workers Compensation Insurance Expiration Date:
April 1, 2023

Renewed and active through 2025

REFERENCES

You are only as good as your current work. We have included a list of long term partners as well as new clients for you to interview and **hear from them first hand.**

These are examples of our work where we interface with public and private citizens in urban corridors.

CALTRAIN – TASI

10+ YEARS

Henry Arellanes

Scope of Work: Janitorial, Day Porters
Landscape and Pressure Washing

Contract Size: \$2.2M+ Annually

“F&G has proven to be dependable, reliable, responsive and thorough”

Facilities Maintenance Supervisor

(650) 862-0379

harellanes@tasi.com

4000 Campbell Avenue, Menlo Park

CITY OF GILROY

5+ YEARS

Walter Dunckel

Scope of Work: Janitorial Services
throughout City facilities

Contract Size: \$298K+ Annually

“F+G is always there for us”

Facilities Superintendent

(408) 846-0282

Walter.Dunckel@cityofgilroy.com

7351 Rosanna Street, Gilroy

CITY OF EAST PALO ALTO

1+ YEAR

Jay Farr

Scope of Work: Janitorial Services at City
buildings

Contract Size: \$110K+ Annually

“Received several positive comments regarding staff’s detail work”

Public Works Manager

(650) 853-3105

JFarr@cityofepa.org

150 Tara Road, East Palo Alto

CPMC– SUTTER HEALTH

13+ YEARS

Rigo Hurtado

Scope of Work: Day Porter, Janitorial and
Landscape Services at hospitals

Contract Size: \$480K+ Annually

“Committed to resolving client’s concerns”

CPMC Manager

(415) 600-2220

Rigo.hurtado@sutterhealth.org

2351 Clay Street, San Francisco

EQUIPMENT AND SUPPLIES



EQUIPMENT

Scissor Lift for Windows at Library
Trash can and dolly set up with commercial cleaners, broom, rags, gloves.

CHEMICALS & SUPPLIES

We use commercial grade, ready to use, **labeled** cleaning chemicals. MSDS sheets to be provided in job binder. All chemicals used on site will be **eco-friendly** and comply with UL ECOLOGO standards.

Any paper goods used will **comply** with post consumer content by Cal Recycle.

SCHEDULE

	SUN	MON	TUES	WED	THUR	FRI	SAT
Civic Center		X	X	X	X	X	X
Parks & Public Works		X	X	X	X	X	X
Police Operations		X	X	X	X	X	X
Library		X	X	X	X	X	X
Library—Porter (2:00pm-4:00pm)	X	X	X	X	X	X	X
Park Restrooms (9:00pm-11:00pm)	X	X	X	X	X	X	X

WORK PLAN AND PROJECT UNDERSTANDING

Our commitment to hiring, training, management, and customer support is a critical aspect of our business plan. We believe that our approach to these areas sets us apart from our competitors and makes us an ideal choice to provide high-quality custodial services to the Town of Los Gatos.

HIRING

TRAINING

We source potential candidates using **local** hiring practices and **long time relationships**.

We conduct driving record checks through DMV-MVR and criminal **background checks** through Sterling Check.

- **Onsite training**- prior to contract kickoff
- **Cross training**- staff is prepared to take over in case of absenteeism.
- **Continuing education**- dedicated to our staff's growth – opportunities for certification.

QUALITY ASSURANCE PROGRAM

CUSTOMER SUPPORT

- Pre Cleaning **Inspections**
- Create Cleaning **Schedule**
- Assign Tasks to Crew
- **Quality Control Checks**
- Enforce **Safety** Measures

- Respond to all Inquiries **within 2 hours**
- Track Service Requests
- Provide Monthly Reports– see sample
- Provide Itemized Billing

START UP PLAN

A sequence of phases that will go into action for the Town of Los Gatos.

TIMELINE



MILESTONES

As we enter a long-term agreement with the Town of Los Gatos, we understand that we are making a commitment to perform our work safely and completely.

Phase I—Operations Manager – confirm schedule meets contract requirements

Phase II—Human Resource Team - coordinate training of employees

Phase III– Fleet Manager – purchase equipment

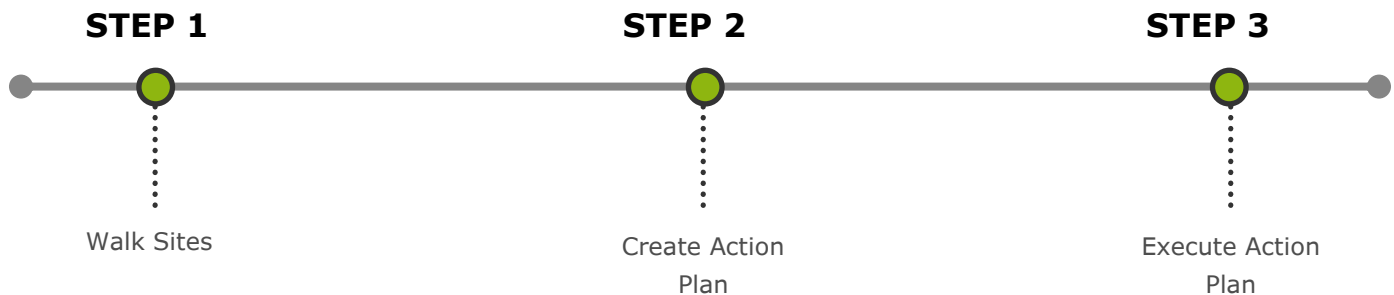
Phase IV—F+G and Town of Los Gatos identify hot spots, confirm staging areas.

Phase V—Quality Control Officer - Schedule and host quality control checks at regular intervals.

QUALITY ASSURANCE PROGRAM

Contractor's Quality Control Inspector

The Quality Control Inspector will schedule visits to ensure that we are following specific work tasks, safety policies and Town of Los Gatos procedures. Any items found out of compliance will be compiled into an Action Plan and provided to the Town of Los Gatos with steps to improve service level. F+G and Town of Los Gatos will meet or exceed timeline below for bringing these tasks to standard. Assigned to this role person will be the Vice President of Commercial Operations, Rick Oropeza.



MILESTONES

Step 1—Quality Inspection and Town of Los Gatos Representative— walk sites, make notes assess, grade scopes of work, discuss acceptable remediation

Step 2—F+G create Action Plan for Town of Los Gatos Representative to agree. Action Plan produced within 3 days of Inspection

Step 3— Operation Manager— 3 days within receiving Action Plan it will be completed.

Inspections scheduled for 30/60/90 after start of contract and then quarterly
Anticipated dates to begin work is July 1st, 2024.

SAFETY

- Our Injury and Illness Prevention Program (IIPP) aims to minimize accidental loss to employees, subcontractors, public, and property while complying with California regulations.
- The IIPP sets policies and procedures for all construction and maintenance operations at Frank and Grossman (F&G).
- F&G administers activities to achieve and maintain a safe and healthful work environment for employees and the public.
- Employees must follow safe work guidelines, participate in safety and health training, wear personal protective equipment, and follow safety and health rules established by F&G.
- Failure to comply may result in disciplinary action, up to and including termination of employment.
- On-site, our crew wears complete PPE including uniforms with names, safety vests, safety glasses, gloves, hard hats, ear plugs, and protective footwear.
- We follow all other handling requirements as per MSDS guidelines.

Specific to this contract: Comply with all Safety Requirements, for example: No personal devices on track lines.

SAFETY POLICY

To protect the safety and health of Frank and Grossman and it as employees' management shall:

- 1. Place employee safety and health as the primary consideration in establishing work practices and procedures and in the selection of equipment.**
- 2. Give safety precedence over expediency and short cuts.**
- 3. Make every effort to control the possibility of accident occurrence.**
- 4. Fully comply with, and enforce, safety standards, regulations and F&G**

ADMINISTRATIVE DOCUMENTS

Required Submittals from RFP

- Attachment B
- Attachment D



Thank you for the opportunity—we look forward to working together.

ATTACHMENT B
Proposer's Information Form

PROPOSER (please print): Frank and Grossman Landscape Contractors, Inc

Address: 3428 Arden Road
Hayward, CA 94545

1st Contact person (Name): Jackie Hodgdon

Title: Business Development Manager Office Tel: 510-674-2300

Direct/Cell: 415-470-3196 Fax: _____

Email: jackie@frankandgrossman.com

2nd Contact person (Name): Rick Oropeza

Title: Vice President of Commercial Operations Office Tel: 510-674-2300

Direct/Cell: 415-828-3946 Fax: _____

Email: rick@frankandgrossman.com

State Contractor's License Number: 454266

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture Partnership Corporation

Year incorporated? 1981 In what state? California

When authorized to do business in California?): 1981

Other (explain): _____

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Proposer's Signature

Proposer's typed name and title

Date: _____

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint Venture
(type or print)

Date: _____

Signature

Name of Member of the Partnership or Joint Venture
Name (type or print)

Date: _____ (

3) If Proposer is a CORPORATION,

the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ CEO _____ (Title)

and _____ CFO _____ (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authentic Town or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

_____ Frank and Grossman Landscape Contractors, Inc.

Corporation Name (type or print)

Signature

_____ Gary Cooper

Name of Member of the Corporation (type or print)

Date: _____ 05/14/2024

Signature

_____ Jupiter Chavez

Name of Member of the Corporation (type or print)

Date: _____ 05/14/2024



**ATTACHMENT D
COST PROPOSAL FORMAT**

For all serviced described below, unless excluded by the Town in description of services, the Town shall consider unit prices to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. BASIC SERVICES

BID ITEM	LOCATION	DESCRIPTION	UNIT PRICE	TIMES PER YEAR	ANNUAL COST
1	Civic Center	Janitorial (except windows)	\$2,430	12	\$29,160
2	Parks & Public Works (PPW) Service Center	Janitorial (except windows)	\$2,970	12	\$35,640
3	Police Operations Bldg.	Janitorial (except windows)	\$4,050	12	\$48,600
4	Library	Janitorial (except windows)	\$8,195	12	\$98,340
	Civic Center	Windows	\$595	4	\$2,380
	PPW Service Center	Windows	\$595	4	\$2,380
	Police Operations Bldg.	Windows	\$595	4	\$2,380
5	Library	Windows	\$2,895	4	\$11,580
6	Park Restrooms	Janitorial	\$2,205	12	\$26,460
		TOTAL			\$256,920

**B. ADDITIONAL JANITORIAL SERVICES AS NEEDED
TIME AND MATERIALS BASIS**

BID ITEM	DESCRIPTION	PER HOUR COST
7	Service during the daytime hours of 7:00 a.m. to 7:00 p.m. weekdays with 24 hours or greater notice	\$55.00
8	Service during the evening hours of 7:00 p.m. to 7:00 a.m. or on weekends or holidays with 24 hours or greater notice	\$57.50
9	Service during the daytime hours of 7:00 a.m. to 7:00 p.m. weekdays with <u>less than</u> 24 hours notice	\$68.25
10	Service during the evening hours of 7:00 p.m. to 7:00 a.m. or on weekends or holidays with <u>less than</u> 24 hours notice	\$78.75
11	Day Porter 2:00 pm – 4:00 pm (Library only)	\$40.00

Note: 2 hour minimum will be paid for any service requiring less than 2 hours work

C. Additional Information

1. Company Name Frank and Grossman Landscape Contractors, Inc.

2. Address from which service will be provided:
1253 Alma Court, San Jose

3. Location of Shop and Storage Facility (must be within 20 miles from Town limits):
1253 Alma Court, San Jose

4. Number of years providing the specified service: 13+ years

5. Business Organization (Check One):
Individual Proprietorship ___
Partnership ___
Corporation X
Other _____
If incorporated, provide the following information:
Date of incorporation: 1981 State of incorporation: California
Names and titles of all officers and directors:

If an individual or partnership, provide the following information:
Formation date of company: 1981
Name and address of all partners, indicating whether they are general or limited partners:

6. List the names, titles, and qualifications of the key personnel who will perform work under this contract as well as their roles in relation to the contract. Identify the primary technician to be designated for the Town. Include their certifications, experience, and training.
Rick Oropeza- Vice President of Commercial Operations
Susana Hernandez- Account Manager of Janitorial Services
Carlos Ruiz - Account Manager of Janitorial and Landscape Services

***please see resumes

7. Indicate whether proposer has ever failed to complete any contract awarded to it. If so, note when, where, and why. Attach additional sheets, if necessary.

not applicable

8. Indicate whether proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

not applicable

9. List subcontractors, if any, who will perform work under this contract. Attach additional sheets, if necessary.

Company all work to be self performed
Location _____
Describe work to be contracted _____

Company _____
Location _____
Describe work to be contracted: _____

Company _____
Location _____
Describe work to be contracted: _____

10. List three organizations for whom proposer performed similar services of a similar scope in the last three years.

Organization City of Gilroy
Location Gilroy, CA
Contact Person Walter Duncel Phone 408-846-0282
Describe work performed by proposer janitorial services
Date work performed 2019- current

Organization City of East Palo Alto
 Location East Palo Alto, CA
 Contact Person Jay Farr Phone 650-853-3105
 Describe work performed by proposer janitorial services
 Date work performed 2022- current


Organization Caltrain- TASI
 Location Throughout the San Mateo and Santa Clara Counties
 Contact Person Henry Arellanes Phone 650-862-0379
 Describe work performed by proposer janitorial services
 Date work performed 2014- current

ADDENDA

Proposer acknowledges receipt of the following Addenda:

Number 1 Date 05/08/2024
 Number Date
 Number Date

SIGNATURE

	<u>CFO</u>
Signature	Title
<u>Jupiter Chavez</u>	<u>05/14/2024</u>
Name (printed or typed)	Date
<u>510-674-2300</u>	
Telephone	Fax
<u>94-2926128</u>	<u>in progress</u>
Tax ID Number	Los Gatos Business License Number