



Request for Proposal

April 17, 2018

Janitorial Services

RFP #110-2018

Proposals Due:

**May 21, 2018 BY 12:00PM
PDT**

Mandatory Pre-Proposal Conference

May 2, 2018 10:00 a.m.

Contact Mark Smith

Phone: 951-296-6914

Email: smithm@ranchowater.com

Purchasing Department



Rancho California Water District REQUEST FOR PROPOSAL

PURPOSE

Rancho California Water District (RCWD/District) is seeking the services of an experienced and qualified Janitorial Contractor with proven expertise in providing janitorial services at two District properties, in accordance with the specifications herein.

BACKGROUND

The District is a local, independent “Special District,” organized on August 16, 1965, operating pursuant to the California Water District Law, Division 13 of the California Water Code.

The District encompasses approximately 100,000 acres of land located in the southwestern part of Riverside County. The District’s service area includes the City of Temecula and portions of the City of Murrieta and the unincorporated territory of the County of Riverside adjacent to such cities. The District operates within the southwestern area of Riverside County bounded on the south by the Riverside/San Diego County line. The District maintains several assets for the delivery of water, wastewater and recycled water services and requires maintenance of its landscape.

The District is requesting proposals from qualified firms to enter into a three-year service agreement beginning on June 1, 2018 with the option to renew the service agreement for up to two (2) additional annual terms for a total 5 years maximum.

PROJECT

The janitorial service requirements at District sites requires professional knowledge of the full range of janitorial/custodial activities. The janitorial service activities encompass quality facility services, included janitorial/custodial services & RCWD minimum standards. The selected contractor will work closely with the District’s Facilities Department. The complete list of the scope of services and the requirements for such are included in Exhibit “A.” The scope of service included in Exhibit “A” will become part of the executed agreement.

The scope of services includes all work to perform janitorial services at two District sites described on the attached, Exhibit “B” titled, “*RCWD Service Area Map*”.

REQUEST FOR PROPOSAL (RFP) AND CONTRACT AWARD TIMELINE

Distributed RFP	04/17/2018
Mandatory Pre-Conference Meeting/Job Walk	05/02/2018 at 10:00 a.m.
Deadline to for Submittal questions Regarding	05/07/2018, 4:00 p.m.
Response to Questions	05/10/2018
Submission Deadline for Proposals	05/21/2018, 12:00 p.m.
Board Approval	TBD
Contractor Start	06/01/2018 (Estimated)

MANDATORY JOB WALK/PRE BID MEETING

A mandatory pre-proposal site visit will be held at 10:00 a.m. on Tuesday, May 02, 2018.

Prospective Proposers will meet at the District's main entrance lobby located at 42135 Winchester Road, Temecula, CA 92589-9017.

REQUIREMENTS AND DETAILS

Contractors participating in the RFP process must meet the following minimum qualifications to be considered:

1. The contractor will be a financially sound company primarily engaged in professional janitorial/custodial services in the State of California.
2. Have successfully completed a minimum of three (3) projects of comparable size and scope to this project, within the past five (5) years with references provided in proposal.
3. The contractor shall be able to provide personnel who have been fully trained in all phases of Janitorial/Custodial Services, and have applicable per the Scope of Work. Contractor's personnel should also have familiarity with all types cleaning techniques and cleaning equipment. The contractor and staff shall have expertise and experience in all aspects of janitorial services pertaining to the District facilities.
 - a. The contractor's personnel shall include a manager/superintendent with experience in janitorial services supervision, who is able to receive and carry out instructions, either verbal or written in English, as given by the District.
 - b. The contractor's staffing shall include at least two qualified janitors on staff to be assigned to the District. Qualified janitors shall have two or more years' experience.
4. Contractor shall meet all current licensing and registration requirements, as may be required by the State of California, the California Department of Industrial Relations (DIR), and the cities of Temecula and Murrieta and County of Riverside without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.
5. Able to provide proof of current insurance coverage in accordance with the District's insurance requirements as described in the sample Agreement shown in the TERMS AND CONDITIONS, Exhibit "E."
6. Able to sign the completed Agreement shown in the TERMS AND CONDITIONS, Exhibit "E." District will not accept any requests for revisions to the Agreement terms.
7. Contractor shall provide a current and acceptable Injury and Illness Prevention Program (IIPP) to the District.
8. Have no personal or organizational conflicts of interest, as prohibited by law. Refer to POTENTIAL CONFLICT OF INTEREST SUMMARY FORM, Exhibit "D" to determine if a conflict of interest exists.

SUBMISSION REQUIREMENTS

For the proposal to be considered responsive, the contractor must submit all information requested in this RFP in the proposal. Failure to submit all required information, forms and documents in the proposal may result in disqualification. Proposals must be submitted on or before the closing date and time. Proposals received after the closing date and time will be considered non-responsive. It is the contractor's responsibility to ensure that their proposal has been received by the District.

The following information, forms and documents are to be submitted with the Proposal:

1. **Services Detail Statement:** A detailed scope of services and methodology that comprehensively defines and describes the individual tasks involved in performing the Landscaping Maintenance services. This statement may be based on, but is not limited to, the information provided in the SCOPE OF SERVICES, Exhibit "A" of this RFP. The Services Detail Statement should be on company letterhead and be no longer than 15 pages.
2. **Fee Schedule:** The Contractor shall provide a Fee Schedule table showing fully burdened labor rates for all labor categories of employees envisioned to provide services that align with the work.

Prices/rates shall be valid for the term of the proposal contract and include all labor, equipment, materials, fees, permits, traffic control, tools and equipment, transportation, overhead, travel, profit, insurance, sales and other taxes, license, incidentals, and all other related costs necessary to meet the work requirements described in Exhibit A.

The District makes no guarantees that the full value of the contract will be paid to the contractor. The District will compensate the Contractor based on the sites and work performed and the unit prices in the Fee Schedule provided in the proposal.

3. **Equipment List:** Provide an equipment list of vehicles and equipment per the scope of work required provide timely service to the District.
4. **Resumes of Personnel to be assigned to work on Contract:** Provide a detail resume of Supervisor/Janitors.
5. **Contractor's Business Statement and References, Exhibit C:** Provide details of contractor's company, references of relevant projects (minimum of 6) including comprehensive project/contract description, valid project contact information, qualifications and current pre-qualified vendor status. If necessary, extra pages may be attached to the provided form to expand on contractor's profile or references. Include copies of any required licenses or certifications, as separate attachments.
6. **Three (3) copies of the contractors proposal** must be mailed or hand-delivered to the following address in a sealed envelope in hardcopy on or prior to the Submission Deadline:

Attention: Mark Smith

Site address: Rancho California Water District

42135 Winchester Rd.

Temecula, CA 92590

Mail address: Rancho California Water District

P.O Box 9017

Temecula, CA 92589-9017

It is the contractor's responsibility to confirm that the District is in receipt of proposal. Late proposals will not be accepted. Emailed or Faxed proposals will not be accepted.

EVALUATION PROCESS AND SELECTION CRITERIA

Selection of the Contractor will be based upon a competitive selection process. All elements of the pricing proposal will be considered include responsiveness of proposal and price. Criteria to be evaluated shall include the following:

- a. Experience, references and past performance under a similar scope of Services
- b. Cost to perform the required services stated in the SCOPE OF SERVICES, Exhibit "A" and identified in the contractor provided Fee Schedule.
- c. Contractor capabilities and references as related to the requirements in the Scope of Services

PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates and the performance on certain “public works” and “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, if applicable.

The contractor to whom a contract for the work is awarded shall comply with the provision of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by contractor.

CONTRACTOR REGISTRATION

Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code. Contractor registration information can be found at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>. Contracts entered into with any contractor in violation of Section 1771.1(a), shall be subject to cancellation by the District at the sole discretion of the District consistent with Section 1771.1(e).

Contractors submitting proposals on this project must be registered with the Department of Industrial Relations pursuant to the requirements of Sections 1725.5 and 1771.1 of the California Labor Code prior to submitting a Proposal.

DIR Registration numbers shall be provided by Contractor on **Contractor’s Business Statement and References, Exhibit C**, when submitting Proposal.

Contractors submitting proposals on this project acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

GENERAL

- District is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a proposal from any contractor in response to it. In particular, contractors shall note that District may:
 - i. Reject any proposal that does not conform to instructions and specifications, which are issued herein.
 - ii. Not accept proposals after the stated submission deadline.

- iii. Waive any informality, irregularity, immaterial defects or technicalities in any proposals or other responses received.
 - iv. Reject all proposals.
 - v. Cancel the RFP at anytime.
 - vi. Award a contract in connection with this RFP at any time.
 - vii. Make no award of contract.
 - viii. Negotiate agreement terms with the awarded contractor at the District's discretion.
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- ☐ District will not reimburse any organization for proposal preparation costs or other work performed in connection with this RFP, whether or not the contractor is awarded a contract.
 - ☐ Proposals (including accompanying materials) will become the property of District. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public record subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.). The Proposal together with copies of all documents pertaining to any award, if issued, shall be opened to public inspection. All information submitted as a part of a Proposal will be open to public inspection (except items marked as trade secrets and considered a trade secret under the California Public Records Act) after the award has been made.
 - ☐ District reserves the right to request additional information from prospective contractors prior to final selection and to consider information about a firm other than that submitted in the proposal.
 - ☐ Pricing shall remain firm-fixed for the first year of the Contract. Pricing for the potential subsequent years of the contract will be reviewed four months prior to the expiration date. Price adjustments shall be made in accordance with the CPI index, but restricted to a total increase of no more than three percent in any one year at the District's discretion.
 - ☐ All Proposals shall remain valid offers open for the District acceptance for a minimum of 120 days following the RFP due date.
 - ☐ If your contractors response to this RFP contains any trade secrets that you do not want disclosed to the public or used by the District for any purpose other than evaluation of your approach, then mark the top of each sheet of such information with the following legend:

“CONFIDENTIAL INFORMATION”

Should a request be made to District for information that has been designated confidential by the contractor and, on the basis of that designation, District denies the request for information, the contractor may be responsible for all legal cost, necessary to defend such action if the denial is challenged in a court of law.

- Any changes, additions, or deletions to the RFP will be in the form of a written addendum issued by District's Purchasing Department and forwarded to all contractors. Except as stated in this provision, no person is authorized to amend or revise any part of this RFP, in any respect, either in writing or by oral statement.

QUESTIONS

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Requests for clarification or additional information must be made to the proper contact below before the deadline:

Mark Smith - Procurement and Contracts Administrator: (951) 296-6914

Email Question to smithm@ranchowater.com in the Subject line of email type “RFP -109-2018 Janitorial Services Question(s)”

Only written communications relative to this RFP shall be considered. It is incumbent upon contractors to verify District is in receipt of their questions. Misinterpretation of the contract documents by the contractor shall not relieve an awarded contractor of responsibility to perform the contract.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

Deadline to submit questions	05/07/2018, 4:00 p.m.
Response to questions	05/10/2018

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL

The Rancho California Water District (District) requires janitorial services of its District Headquarters (Headquarters) and Santa Rosa Water Reclamation Facility (SRRRA) now under the Santa Rosa Regional Resources Authority. The Headquarters consists of multiple buildings identified with building labels: "A", "B" and "C" all located at 42135 Winchester Road Temecula, California 92590. The SRRRA consists of multiple buildings with building labels Office "G" (Shop Building), and "H" (AWT Building) all located at 26266 Washington Avenue, Murrieta, CA 92562. The contractor will be granted access to the District Headquarters (Headquarters) and Santa Rosa Water Reclamation Facility (SRRRA) buildings with devices such as keys, fobs, cards, etc. Some devices must be re-programmed monthly to gain access. If Contractor loses a device necessary to access District sites, then the contractor shall pay the current replacement cost of the device.

SERVICES

1. Housekeeping Services are to be performed Sunday through Thursday between the hours of 4:30 p.m. and 2:00 a.m., excluding District Holidays, unless otherwise directed and/or approved by RCWD (such as floor crew, etc.).

Note: Contractor and District representative may adjust days and times as necessary if mutually agreed upon.

2. The successful bidder must be ready to begin services no later than two (2) weeks after RFP award.

SUPPLIES

1. The janitorial service company shall supply all janitorial maintenance equipment, tools, supplies, cleaners and approved chemicals to perform a complete janitorial service. **Contractor shall provide all supplies listed in the scope of work.** Contractor shall provide a list of proposed cleaning supplies with Safety Data Sheets (SDS's) with proposal. If the Contractor wants to change cleaning supplies, this will require District's approval. Contractor shall send updated SDS sheets to the District. In addition to cleaning supplies the contractor shall also supply all bowl blocks, urinal screens, trash can liners for all trash receptacles, glass cleaner, floor stripper, furniture polish, etc. For purposes of planning adequate supplies, the District has approximately 141 employees at the Winchester facility and 9 employees at SRRRA facilities.
 - a. Size and estimated quantity of liners for trash receptacles
 - 24 x 24 liners (1,000/month)
 - 24 x 33 liners (5,000/month)
 - 33 x 40 liners (300/month)
 - b. Paper Towels
 - c. Toilet Paper
 - d. Sanitary Napkins

- e. Tampons
- f. Hand Cleaning Soap
- g. Sanitary Napkin Liners
- h. Executive Office Furniture Polish
- i. Seat Covers
- j. Napkins (for lunch room)
- k. Other Items as needed

Dispensers for the items listed above shall be checked daily and filled if necessary. All products supplied by Contractor and stored at the District must have Safety Data Sheets (SDS) maintained at Rancho California Water District and be approved by the District's Safety Officer.

STORAGE AREAS

- 1. Limited unsecured storage may be provided to store contractors' equipment and supplies.

SECURING OF BUILDINGS

- 1. Contractor's employees shall enter and leave through only specific locations at all District Buildings. Contractor's employees shall park in designated area, designated by the District. Contractor's employees bringing in items or items taking out maybe searched by designate representative that is of supervisor authority or higher to conduct these inspections with security personnel present. Contractor's employee may not bring in any form of weapons or contraband; and are subject to search. Workers are not permitted to bring friends or family members onto premises under any circumstances.

SIGN IN REQUIREMENT

- 1. A log sheet will be provided at the Main entrance or designated area by the District. All employees assigned by the Contractor to work in each building shall be signed in by reception area at the beginning of the work shift and upon leaving the facility will sign out. Time of arrival, departure and comments shall be recorded. For comments, all employees assigned by the contractor shall note any malfunctions of the building, items needing repair, etc.

RUBBISH

- 1. The Contractor's employee shall handle trash as directed by the District. All items leaving the building are subject to search at any time.

INSPECTION

- 1. **MONTHLY**: The janitorial service company shall have a monthly inspection with the COR – Field Services Supervisor or his/her designee. This inspection shall be of all facilities covered by this contract and performed on a set day of each month. The janitorial service shall designate one representative that is of supervisor authority or higher to conduct these inspections. After monthly inspection Contractor shall send a report to COR and Procurement department of all deficiencies and actions taken to correct them within one week.

All noted deficiencies shall be corrected within one week of inspection. Repeated deficiencies of the same nature and site could result in more frequent inspections and/or contract termination. Refer to Non-Performance of Duties section.

2. **KEYS / ACCESS CARDS:** Contractor shall establish and implement methods for ensuring that all keys and access cards issued to Contractor by District are not lost, misplaced, or used by unauthorized persons. No keys issued to Contractor by District shall be duplicated without prior written authorization from the District. Contractor shall report to the District the occurrences of a lost or duplicated key. In the event keys are lost, duplicated, or District deems it necessary, Contractor will be required upon direction of District, to re-key or replace the affected lock or locks or perform re-keying and deduct the total cost from the monthly payment due to Contractor. It is also the responsibility of Contractor to prohibit the opening of locked areas or to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas.

CLEANING AND QUALITY REQUIREMENTS HEADQUARTERS/SRRRA FACILITIES

I. RESTROOMS (TOILET ROOMS)

Cleaning/Disinfect Requirements

A. DAILY:

- (1) Sweep and wet mop or scrub floor utilizing a cleaner-disinfectant.
- (2) Clean all fixtures including metal and chrome surfaced water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers, and wall surfaces, utilizing a cleanser disinfectant. Raise toilet room seats for cleaning.
- (3) Empty waste receptacles. Fill all paper towel, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.
- (4) Spot-Clean all surfaces and dust horizontal surfaces. (5)

Damp mop floors daily and spray buff as needed.

- (6) Special instructions and products will be used in servicing the Districts waterless urinal(s). The District will provide cleaner and waterless urinal cartridges for use.

NOTE: No other products will be used unless expressly authorized by the COR or RCWD personnel.

B. WEEKLY:

The walls are to be wiped (cleaned) with approved cleaner. Damp wipe the full surface area of all stall partitions, doors, window frames, sills, and wastepaper receptacles

utilizing a multipurpose (disinfectant-deodorizer) cleaner.

C. QUARTERLY:

Strip and seal all hard floors.

Quality Requirements

SWEEPING, WET MOPPING, SCRUBBING: The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean. Wet mopping shall be accomplished with clean water.

FIXTURE CLEANING: Fixtures and metal surfaces (wash-basins, urinals, waterless urinals, toilets, shower stalls) shall be clean and bright; there shall be no dust, spots, stains, rust, old encrustation, or excess moisture on any surfaces.

SERVICING: All paper supplies needed for replenishment shall be provided by the District. All waste receptacles and sanitary napkin dispensers shall be emptied, cleaned (on all surfaces inside and out), and disinfected. Sanitary napkin dispensers shall have new bags inserted.

DAMP-WIPING: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from all surfaces.

STRIPPING: All old finish or wax shall be removed. There shall be no evidence of gum, rust, burns, or scuffmarks. There shall be no buildup in corners or crevices, cove bases, and grouted areas.

FINISHING: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks, and skipped areas.

SPOT CLEANING: Smudges, marks, or spots shall have been removed without causing unsightly discoloration.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashes and markings from the equipment. The finished area should have a uniform luster.

SEALING: Sealant must adhere to the floor. All floor areas must be evenly coated. Spots and stains shall be eliminated.

II. ROOM CLEANING

(Includes but not limited to all office areas, training rooms, file rooms, library, conference rooms, women's lounge, mailroom, labs, executive space, exercise room, lunchrooms, storage rooms, wellness room, and the corridor space).

Cleaning Requirements

A. DAILY:

- (1) Empty waste and recycle receptacles and remove trash to designated disposal area. Replace liners when soiled or as requested. Clean washbasins and mirrors.

NOTE: Carts and containers used for the collection and or storage of waste material shall be non-combustible or flame resistant construction.

- (2) Clean both sides of all glass entrance and exit doors (include sill/ledges) and interior office windows.
- (3) In office areas, training rooms, file rooms, library, conference rooms, mailrooms, and labs. Sweep hard surface floors and vacuum carpet traffic patterned areas and extend the sweep or vacuum to remove obvious dirt from around and under furniture.
- (4) In executive space thoroughly dust all horizontal surfaces of furniture and clean glass desktops. Thoroughly vacuum all carpets daily. Clean washbasins and mirrors. Fill paper towels where dispensers are provided.
- (5) Spot clean wall surfaces.

B. WEEKLY:

- (1) Wash all wastebaskets used for collection of food remnants, inside and out, with disinfectant.
- (2) Spot clean carpet to remove all stains in all office areas.
- (3) Thoroughly vacuum carpets with vacuum cleaners equipped with brushes and/or beater bars.
- (4) Damp mop and spray buff all hard and resilient flooring. (5)

Clean door surfaces.

- (6) Check all paper towel dispensers.

C. MONTHLY:

- (1) Thoroughly dust all vertical surfaces and tender surfaces of furniture (knee wells, chair rungs, table legs, etc.) Papers shall not be disturbed. All dust shall be removed from the surrounding open areas.
- (2) Strip, wax, and buff flooring. Strip and apply four coats of floor finish to all flooring. (3)

Vacuum all upholstered furniture.

- (4) Dust with a treated dust cloth all horizontal surfaces. Note: In dusting of horizontal spaces, desk items shall not be disturbed. Dust shall be removed from the surrounding open areas.
- (5) Clean both sides of all glass entrance and exit doors, interior office windows, display cases, and glass cabinets.

Quality Requirements

SOLID WASTE COLLECTION: All solid wastes generated in the building shall be collected and removed to areas designated for "solid" trash by the Contracting Officer's Representative.

RECYCLE COLLECTION: All recycle wastes generated in the building shall be collected and removed to areas designated for "recycle" trash by the Contracting Officer's Representative. All recyclable bagged cans will go to the aluminum recycling container in the yard.

PORCELAIN WARE CLEANING: Washbasins shall be clean and bright. There shall be no dust, spots, stains, rust, mold, encrustation, or excess moisture.

CLEANING (MIRRORS): Mirrors shall be clean and free of; dirt dust, streaks, cloudiness and spots from top to bottom.

INTERIOR GLASS CLEANING: Glass shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime and shall not be cloudy from top to bottom.

VACUUMING: Carpet surfaces shall be free of obvious dirt, dust and other debris.

NOTE: For the purpose of this contract, whenever the term carpet or carpeting is used it is intended to include wall-to-wall carpeting and area rugs.

SWEEPING: Floor surfaces shall be free of obvious dirt or debris.

DUSTING: Available horizontal surfaces shall be free of obvious dust and cobwebs.

THOROUGH DUSTING: There shall be no dust or streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

WAXING AND BUFFING: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

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CARPET SPOTTING: Smudges, marks, or spots shall have been removed without causing unsightly discoloration. Report all smudges, marks, and spots that can't be removed to the Contract Officers Representative.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks, and skipped area. Walls, baseboards, and other surfaces shall be free of splashes and markings from the equipment. The finished area shall have a uniform luster.

FURNITURE VACUUMING: All furniture that has fabric coverings shall be vacuumed with a non-beater bar type vacuum.

THOROUGH SWEEPING: Floors shall be clean and free of trash and foreign matter. No dirt shall

be left in corners, behind or under furniture or doors.

STRIPPING: All old finish or wax shall be removed. There shall be no evidence of gum, rust, burns, or scuffmarks.

DOOR CLEANING: All door surfaces shall be cleaned with an approved cleaner. All smudges, hand marks, stains, and marks shall be removed. The top surface shall be dusted. There shall be no oil or grease on hinges or doorframes.

PORCELAIN WARE CLEANING: Washbasins shall be clean and bright. There shall be no dust, spots, stains, rust, mold, encrustation, or excess moisture.

CLEANING (MIRRORS): Mirrors shall be clean and free of; dirt, dust, streaks, cloudiness and spots from top to bottom.

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CARPET SPOTTING: Smudges, marks, or spots shall have been removed without causing unsightly discoloration. Report all smudges, marks, and spots that can't be removed to the Contract Officers Representative.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks, and skipped area. Walls, baseboards, and other surfaces shall be free of splashes and markings from the equipment. The finished area shall have a uniform luster.

FURNITURE VACUUMING: All furniture that has fabric coverings shall be vacuumed with a non-beater bar type vacuum.

THOROUGH SWEEPING: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind or under furniture or doors.

STRIPPING: All old finish or wax shall be removed. There shall be no evidence of gum, rust, burns, or scuffmarks.

DOOR CLEANING: All door surfaces shall be cleaned with an approved cleaner. All smudges, hand marks, stains, and marks shall be removed. The top surface shall be dusted. There shall be no oil or grease on hinges or doorframes.

III. MAIN ENTRANCES, MAIN LOBBIES, MAIN CORRIDORS, WORK ROOMS, AND STAIRWAYS

Cleaning Requirements

A. DAILY:

- (1) Sweep bare floors and vacuum carpeted floor areas clean. Polish metal door knobs, push bars, kick plates, railings, and other metal surfaces. Clean and polish wood handrails, doors, and other wood surfaces; clean spots and marks off walls, dust all surfaces.
- (2) Sweep, damp mop and spray buff all hard and resilient floors. Stairways shall not be buffed.
- (3) Clean both sides of all door glass and glass surrounding entrance doors. (4)

Spot-clean carpeted areas.

B. WEEKLY:

- (1) Damp mop and spray buff all hard and resilient floors.
- (2) Polish; kick plates, push plates, push-bars, handrails, doorknobs, and other metal surfaces.
- (3) Thoroughly vacuum all carpeted areas.

C. MONTHLY:

- (1) Clean and polish all door thresholds.
- (2) Strip and apply four coats of floor finish to all hard and resilient floors. Floors shall be polished to a uniform luster.
- (3) Stairways shall be thoroughly cleaned. Note: Additional coats of finish may be required between these frequencies in order to meet the quality requirements.

Quality Requirements

SPOT CLEANING: Smudges, marks, or spots shall have been removed without causing unsightly discoloration.

THOROUGH DUSTING: There shall be no dust streaks. Corners, crevices, molding and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces

caused by dusting tools.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashes and markings from the equipment. The finished area should have a uniform luster. Mop water shall be clean.

GLASS CLEANING: All glass shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy.

CLEANING THRESHOLDS: Thresholds shall be clean and free of oil, grease, dirt, and grime.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust burns, or scuff marks. Water solutions shall not be used on wood flooring.

FINISHING: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

CLEANING WASTEBASKETS: Wastebaskets shall be free of dust, debris, and residue. Plastic liners shall not be torn, worn, or contain residue.

SWEEPING: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture, or behind doors.

THOROUGH VACUUMING: Carpets shall be clean and free from dust balls, dirt, and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.

METAL POLISHING: Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean and bright with a uniform luster.

CARPET SPOTTING: Spillages or crusted material shall be removed along with spots, smears, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Only approved cleaners can be used.

STAIRWAYS: Sweep all dust, dirt, and other debris from all hard surfaces including corners. After dusting wet mop with approved cleaner and clean water. There shall be no evidence of mop marks, strings or build up. All surfaces shall be dried and wet floor signs used during the cleaning process. All anti-slip surfaces shall be cleaned of any and all foreign materials including dirt, dust, and grim.

DAMP MOPPING: Floor shall present an overall appearance of cleanliness and shall not show areas of spillages, dirt, or foreign matter.

IV. PASSENGER ELEVATOR

Cleaning Requirements

A. DAILY:

- (1) Clean all surfaces in the interior of car, including door track, and polish bright metal surfaces. Clean exterior surfaces of all doors and frames. Vertical and horizontal surfaces

shall be clean and free of dirt and dust.

(2) Controls on outside wall shall be damp wiped.

Quality Requirements

METAL POLISHING: Metal surfaces shall have a polished and lustrous appearance. All metal hand prints, marks, and smudges removed. Stainless steel surfaces shall be clean and bright and they shall be free of dust, spots, stains, and streaks.

DAMP WIPING (INTERIOR AND EXTERIOR ELEVATOR SURFACES): Surfaces shall be clean and free of finger marks and smudges. All surfaces shall be wiped dry and not allowed to dry through time.

PERFORMANCE REQUIREMENT

The Contractor shall complete the scope of work with 95% efficiency rating. Emergency call out will be with a 24 hours call out response time.

CONTRACTOR OBLIGATIONS

Contractor shall submit an itemized invoice for each installation or repair. Rancho California Water District prefers electronic invoices shall be sent to email address at apinvoices@ranchowater.com

In the event of computer issues, invoices can be mailed to:

Rancho California Water District
P.O Box 9017 Temecula, CA 92589-9017
Attention Accounts Payable

Invoices shall indicate:

- Purchase order number
- Dates serviced
- Rancho Water job site address
- Rancho Water site code and account code.

Invoice price shall reflect price included in the awarded service agreement signed by the Contractor and Rancho California Water District.

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall provide all labor, equipment, tools, chemicals, and supervision required to perform all work including, but not limited to:

- Protective clothing and equipment required per the scope of work.

- All necessary City, County, and State permits and/or licenses for equipment and personnel.
- Hours worked at District sites must adhere to local ordinances.
- Devices such as keys, fobs, cards, etc. necessary to access District sites will be issued by the District to the contractor. Some devices must be re-programmed monthly to gain access. If contractor loses a device necessary to access District sites, then the contractor shall pay the current replacement cost of the device.
- Contractor shall maintain at all times a 24-hour emergency contact telephone number, and be able to respond in 30 minutes for emergency calls.
- Contractor shall be responsible for the acquiring all necessary permits for completing the work under this entire section titled, "SERVICE DESCRIPTION" for the scope of work to be performed. Prior to commencing work, contractor shall provide the District evidence of all applicable permits, including permits issued by the State, County and City having jurisdiction over the work.
- Contractor shall comply with District insurance requirements.
- Contractor work crews shall perform work in a safe, orderly, and professional manner. Contractor shall have work crew wearing garment that identifies worker as an employee of contractor.
- Contractor shall be experienced in janitorial/custodial services and have education in janitorial/custodial services or a closely related field. Contractor shall maintain such experience at the appropriate level of responsibility during the work at the District sites.
- Contractor shall provide a written record and be able to provide a report of all work to the District at any time.

EXHIBIT “B”

RCWD FACILITIES LOCATIONS AND SERVICE AREA MAP

**Headquarters 42135 Winchester Road
Temecula, CA 92590**

**SRRRA 26266 Washington Avenue Murrieta,
CA 92562**

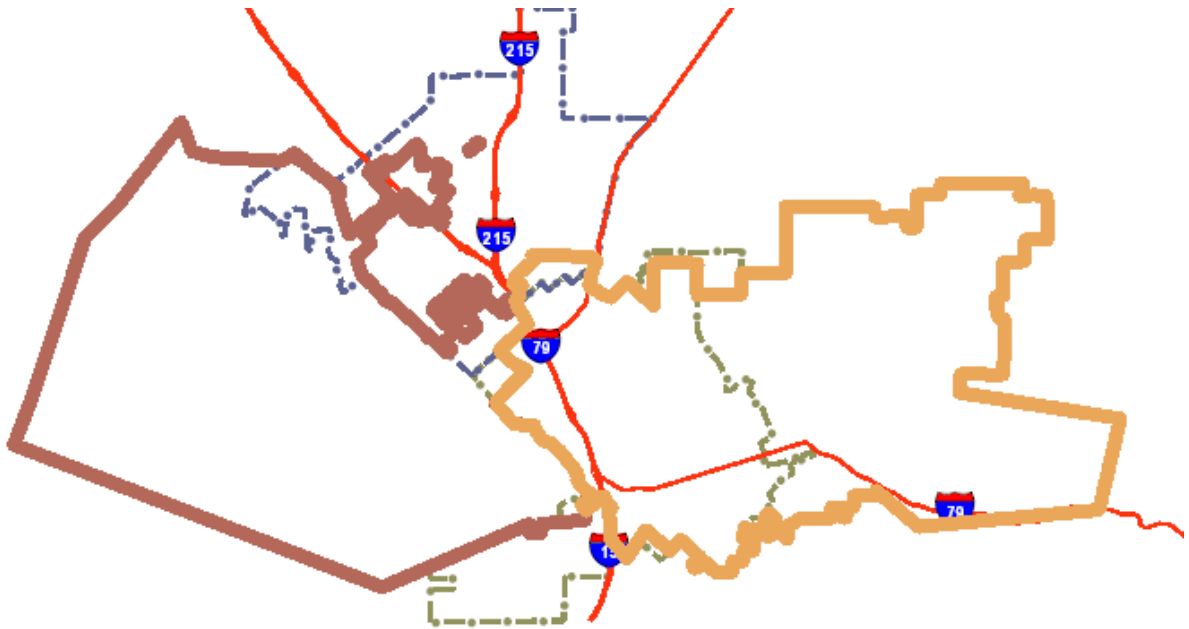


EXHIBIT "C"

BUSINESS STATEMENT AND REFERENCES

This form must be completed and signed by the Contractor proposed to participate in this award. Attach additional copies of this form as required.

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

Contact Person's Name: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Business License No.: _____ City: _____

State: _____ Expiration Date: _____

Federal ID No. or Social Security No.: _____

DIR Registration Number: _____

Telephone No.: _____ Fax No.: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Type of Organization: (Check all that apply)

- ☐ Corporation, under the laws of the State of _____
- ☐ Individual
- ☐ Joint Venture
- ☐ Municipal, State, or Federal
- ☐ S Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Non-Profit Corporation
- ☐ Small Business Enterprise: A business enterprise that is independently owned and operated; organized for profit; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

Company representative authorized to sign contracts.

<u>Name</u>	<u>Official Capacity</u>	<u>Telephone</u>

Signature

Date

REFERENCES

A minimum of five (6) references with two (2) or more years of experience with the Contractor. Local and similar size contract references are preferred.

	REFERENCE NO. 1
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 2
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 3
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 4
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

REFERENCES continued	
	REFERENCE NO. 5
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 6
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

EXHIBIT "D"

POTENTIAL CONFLICTS OF INTEREST SUMMARY FORM

All respondents and proposed sub consultants must respond to each of the following questions to determine if any actual or perceived conflicts of interest may exist. If any response has a "yes" answer, the supporting questions must also be answered completely and accurately in full detail to identify any potential or actual conflicts of interests, including organizational conflicts, bias, and unfair competitive advantages. RCWD reserves the right to review and make a final determination regarding whether any actual or potential conflicts of interests would violate RCWD's procurement and ethics policies, and thus preclude a respondent's participation in this award.

1. To the best of your knowledge, have you or any of your team member(s) ever been employed or retained by RCWD? ☐ Yes or ☐ No If your answer is "Yes," please provide the following additional information (attach additional sheets as needed):
 - a. Name of individual: _____
 - b. Title/position within your company: _____
 - c. Was the individual an RCWD full-time employee? ☐ Yes ☐ No
 - d. Was the individual an RCWD part-time employee? ☐ Yes ☐ No
 - e. Was the individual an RCWD as-needed employee? ☐ Yes ☐ No
 - f. Was the individual an RCWD retained consultant? ☐ Yes ☐ No
 - g. Or, other? Please explain: _____
 - h. Dates of employment/engagement with RCWD: _____
 - i. RCWD department(s)/area(s) worked: _____
 - j. Name of RCWD supervisor: _____
 - k. Description of job duties and responsibilities for each RCWD position held: _____
2. To the best of your knowledge, are any present or former RCWD employees or Board members, or immediate relatives of any present or former RCWD employees or Board members, currently serving as officers, partners, or shareholders in your company? ☐ Yes ☐ No. If the answer is "Yes," please provide the following additional information as (attach additional sheets as needed):
 - a. Name of individual: _____
 - b. Title/position within your company: _____
 - c. Percentage of ownership of company shares: _____
3. To the best of your knowledge, are any of your former employees or officers currently employed or retained by RCWD? ☐ Yes ☐ No If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of individual: _____
Title/position within your company: _____
Description of job duties within your company: _____
Dates of employment/service within your company: _____

4. In the preceding twelve (12) months, have you, your company, or any employee or officer made, arranged, or delivered any gifts (including entertainment) to any RCWD Board member or employee? ☐ Yes ☐ No. If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of RCWD Board member/employee receiving gift: _____
Value of the gift: _____
Description of the gift: _____
Date that gift was delivered: _____

5. In the preceding twelve (12) months, have you, your company, or any employee or officer made, arranged, or delivered any campaign contributions to any RCWD Board member? ☐ Yes ☐ No. If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of RCWD Board member receiving contribution: _____
Amount of contribution: _____
Form of contribution (i.e., cash, check, etc.): _____
Date that contribution was delivered: _____

6. To whom was the contribution delivered: _____

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Name (Type or print) Name (Signature)

Title Date

EXHIBIT “E”
TERMS AND CONDITIONS

CONTRACT FOR JANITORIAL SERVICES BETWEEN
RANCHO CALIFORNIA WATER DISTRICT AND
[CONTRACTOR]

THIS CONTRACT FOR JANITORIAL SERVICES (this “Contract”) is entered into as of the _____ day of _____ in the year _____, by and between Rancho California Water District, an independent special district of the State of California hereinafter called “District,” and _____, and _____, a _____ [insert State of formation] _____ [insert type of entity] hereinafter referred to as “Contractor”. District and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. District is a public agency of the State of California with the power to contract for services necessary to achieve its purpose. District owns certain property (“Property”) described as _____.

B. Contractor desires to perform and assume responsibility for the provision of certain janitorial /custodial services for the Property on the terms and conditions set forth in this Contract and, for the on-call portions of the services, in the task order(s) to be issued pursuant to this Contract and executed by the District and Contractor (“Task Order”).

C. The work generally includes the janitorial/custodial services at the Headquarters and SRRRA plant on the Property including, but not limited to, XXXX and other maintenance required to maintain the Property in a safe attractive and useable condition. Contractor represents that it is a professional Contractor, experienced in providing routine janitorial/custodial services to public clients, and is familiar with the plans of the District.

D. The District desires to engage Contractor to render Janitorial

Services for the Property. Janitorial services shall be as set forth in Exhibit "A", attached hereto and incorporated herein by reference. Janitorial service shall be ordered by Task Order(s) to be issued pursuant to this Contract for future projects as set forth herein. The routine services set forth in Exhibit "A" and each individual project ordered under a Task Order shall be referred to, herein, collectively, as the "Project."

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. GENERAL SCOPE OF SERVICES. Contractor promises and agrees to furnish to District all labor materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the janitorial/custodial service for the Property as set forth in Exhibit "A" and any janitorial services for the Property required by District, as shall be set forth in a Task Order, collectively referred to herein as the "Services." On-call Services shall be more particularly described in the individual Task Orders issued by the District's Representative (as defined herein) or his or her designee. No on-call Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "D." All Services shall be subject to, and performed in accordance with this Contract, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. TERM. The term of this Contract shall be [REDACTED] year(s) [***INSERT INITIAL TERM***], commencing on the date first set forth above, unless earlier terminated as provided herein. The District shall have the right, in its sole discretion, to extend the term for [REDACTED] additional one (1) year periods. Contractor shall complete the Services within the term of this Contract and shall meet any other established schedules and deadlines set forth in any Task Order. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract.

3. SCHEDULE OF SERVICES. Contractor shall perform the Janitorial Services expeditiously, within the term of this Contract, and in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor shall perform any on-call Services in accordance with the schedule that shall be set forth in the Task Order (collectively, "Schedule of Services"). **Contractor shall be required to commence work on a Task Order within five (5) days of receiving a fully executed Task Order.** Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with each Schedule, the District shall respond to Contractor's submittals in a timely manner. Upon the District's request, Contractor shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services. All work shall be subject to the approval of District.

4 INDEPENDENT CONTRACTOR; CONTROL AND PAYMENT OF SUBORDINATES. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Contract. District retains Contractor on an independent contractor basis and Contractor is not an employee, agent or representative of District. Contractor retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of Contractor shall not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

5 DISTRICT'S REPRESENTATIVE. District hereby designates [REDACTED], or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Contract. District's Representative shall also review and give approval, as needed, to the details of Contractor's work as it progresses. Contractor shall not accept direction from any person other than District's Representative or his or her designee.

6 CONTRACTOR'S REPRESENTATIVE. Contractor hereby designates [REDACTED], or his or her designee, to act as its representative for the performance of this Contract ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract and as described in the relevant Task Order.

7 COORDINATION OF SERVICES. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

8 STANDARD OF CARE; LICENSES. Contractor shall perform the Services under this Contract in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement

from District, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the District for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

9. LAWS AND REGULATIONS. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

10. INSURANCE.

10.1 Time for Compliance. Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section, except as otherwise agreed by District in writing. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

10.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *If Contractor has any employees, Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability

Insurance.

10.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) Fidelity Bond – or equivalent Commercial Crime Policy with limits of not less than \$500,000 and (4) *If Contractor has any employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

103 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

103.1 General Liability. The general liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. If the Services include application of pesticides, the general liability policy is to contain, or shall be endorsed to contain the following provision: Pesticide or Herbicide Applicator Coverage, ISO Form CG 2264, or insurer's equivalent. In the event that the automobile liability policy contains an exclusion for Wrong Delivery of Liquid Products, ISO Form CA 2305, or insurer's equivalent, the general liability policy shall be endorsed to require this coverage.

103.2 Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its governing board, directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its governing board, directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its governing board, directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. If the Services include application of pesticides, the automobile liability policy is to

contain, or shall be endorsed to contain, the following provisions: Pollution Liability – Broadened Coverage for Covered Autos, ISO Form CA 9948, or insurer’s equivalent.

1033 Workers’ Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its governing board, directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

1034 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its governing board, directors, officials, officers, employees and agents.

1035 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its governing board, directors, officials, officers, employees, agents and volunteers.

104 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. If the District does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its governing board, directors, officials, officers, employees and agents; or, (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

105 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A-:VIII, licensed to do business in California, and satisfactory to the District.

106 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

107 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work, except as otherwise approved by the District in writing. In addition, Contractor shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, except as otherwise

approved by the District in writing.

108 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

11. SAFETY. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, including State of California, Department of Industrial Relations (Cal/ OSHA) regulations, Cal/EPA and U.S./EPA, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

12 FEES AND PAYMENT.

121 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Contract at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation to be provided under this Contract, including all Task Orders issued pursuant to this Contract shall not exceed *****INSERT DOLLAR AMOUNT*****. The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without the written approval of the District's Representative.

122 Payment of Compensation. Contractor shall submit to District a monthly statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

123 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

13 ACCOUNTING RECORDS. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Contract. All such

records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of four (4) years from the date of final payment under this Contract.

14. TERMINATION OF AGREEMENT.

141 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Contract at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Contractor may not terminate this Contract except for cause.

142 Effect of Termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Contractor shall be entitled to no further compensation.

143 Additional Services. In the event this Contract is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

15. INDEMNIFICATION.

151 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. If this Contract is subject to Civil Code section 2782, the only limit to Contractor's indemnification obligation shall be that required by Civil Code section 2782 exempting Contractor from indemnifying District against District's sole or active negligence or willful misconduct.

152 In addition, Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this Section that may be brought or instituted against District or its Board, members of the Board, employees, and authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its

Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers.

16. PREVAILING WAGES. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

17. PAYROLL RECORDS. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than one hundred dollars (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

18. EMPLOYMENT OF APPRENTICES. This Contract shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on

the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

181 If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any subcontractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any subcontractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

182 The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

19. HOURS OF WORK. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

20. GENERAL.

20.1 Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either Party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Contract of any applicable law or ordinance.

20.2 Integration and Counterparts.

20.2.1 This document represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

2022 This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

2023 This document may be amended only by written instrument signed by both District and Contractor.

2024 Contractor understands that this is not an exclusive Contract and that District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the District desires.

203 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

204 Binding On Successors. All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

205 Delivery of Notices. All notices required hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof as follows:

District:	Contractor:
Rancho California Water District	[NAME]
[ADDRESS]	[ADDRESS]
[ADDRESS]	[ADDRESS]
Attn:	Attn:

Any notice so given shall be considered served on the other Party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

206 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Contract.

207 Time of Essence. Time is of the essence for each and every provision of this Contract.

208 Construction; References; Captions. Since the Parties or their agents have

participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Contract. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Contract.

209 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

2010 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2011 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

[Add the following paragraphs if the Contractor has no employees. Otherwise delete.]

Contractor further certifies and acknowledges that he/she has no employees and that he/she will not employ any person(s) in the work to be performed for the District under this Contract. With no employees, Contractor further acknowledges that he/she is not subject to the Workers' Compensation Act of the State of California.

By execution of this Contract, Contractor hereby agrees to notify the District in writing, prior to hiring any person(s), full time or part time, to assist in this Contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this Contract.

2012 Authority to Enter Agreement. Contractor has all requisite power and

authority to conduct its business and to execute, deliver, and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and bind each respective Party.

20.13 Subcontracting. Contractor shall not subcontract any portion of the work required by this Contract, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

20.14 Third Party Rights. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the District and the Contractor.

20.15 Severability. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the provisions unenforceable, invalid or illegal.

20.16 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Contract, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURE PAGE
TO
CONTRACT FOR JANITORIAL SERVICES BETWEEN
RANCHO CALIFORNIA WATER DISTRICT AND
[CONTRACTOR]

IN WITNESS WHEREOF, District and Contractor have executed this Contract the day and year first above written.

RANCHO CALIFORNIA WATER DISTRICT		[CONTRACTOR]:	
By:		By:	
Its:		Its:	

Approved as to Form:

Best Best & Krieger LLP
Legal Counsel

EXHIBIT "A"
SCOPE OF SERVICES

[to be inserted]

EXHIBIT "B"

SCHEDULE OF SERVICES

A Resume Packet which shall include a list of janitorial employees including their names, training, experience and number of years with your firm. Provide the experience of the key personnel (proposed Account Manager, Supervisor)

24 hour Emergency response no# _____

Provide Equipment List (Vehicle and tools to meet scope of work)

[to be inserted]

EXHIBIT "C" COMPENSATION

Item #	Description	Activity	Number of times a week	Price \$
1	Headquarters Building (ABC)	FMO	5	\$ _____
2	SRRRA Office and Bldg. G	PMA	5	\$ _____
3	SRRRA Bldg. H	TMA	5	\$ _____
				\$ _____
	Extra Services			\$ _____
	Carpet Cleaning (6000 sq. yds) per square (As Requested)			\$ _____
	Parking Lot Sweeping Fee(As Requested)			\$ _____
	Window Washing Fee (As Requested)			
				\$ _____
	Total 52 weeks Cleaning			\$ _____
	Mark-up on Materials			_____ %

Time of emergency response _____ **hour.**

24 hour Emergency phone number: (____) ____ - ____

The District encourages a discount for early payment and will include such offers in the evaluation criteria. If a discount is offered, terms are: _____%/ ____ **Net discount if paid in full within** _____ **days**

PROPOSERS: Please show **RFP number, date, and time** on RFP opening on the envelope containing your proposal.

The undersigned as Proposer, declares that the only persons or parties interested in this proposal is made without collusion with any person, firm or corporation. Your signature on this document, should you be awarded the contract as defined in this RFP, signifies that you have fully read and understood this proposal and will comply with all specifications, conditions, unit prices, terms, and delivery of the proposal unless otherwise noted in the "exceptions" portion of the proposal.

Name of Offeror (Firm): _____ Title: _____

Authorized Signature: _____ Date: _____

Printed/Typed Name: _____ Mailing Address: _____

Phone: () _____ City, State, Zip: _____

Fax: () _____ E-Mail Address: _____

EXHIBIT "D"

**SAMPLE TASK ORDER FORM
RANCHO CALIFORNIA WATER DISTRICT
TASK ORDER**

Task Order No. _____

Contract No. _____

Contractor: _____

The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____, 201____

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Rancho California Water District

Contractor

Dated:_____

Dated: _____

By: _____

By: _____

Title: _____

Title: _____