



**GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

**REQUEST FOR PROPOSAL**

**FOR**

**JANITORIAL SERVICES RFP No. 2018-01**

**Administrative Services Department**

**Released on February 28, 2018**

## JANITORIAL SERVICES REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The Great Basin Unified Air Pollution Control District (hereinafter referred to as the "District") is requesting proposals from a qualified public entity or private firm, to establish a contract to provide complete professional Janitorial Services for the District's Bishop offices. The service provider must be reputable and capable of furnishing required materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, labor and supervision necessary to provide superior interior cleaning and building maintenance services for the District's Bishop offices as defined in this RFP document. The intent in soliciting proposals is to obtain cost savings and to allow for a competitive process while maintaining a high quality of janitorial services.

The District currently occupies one building of approximately 4,900 sq. feet consisting of 14 offices, 8 single restrooms, 1 reception area, 1 supply/storage area, 1 conference area, and 1 kitchen. The number of locations is subject to change and the District reserves the right to either add or delete locations, square footage and/or frequency of service(s). The successful contractor will be required to provide quality service with minimal call backs for service.

To be considered as responsive, offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful offeror will satisfy all of the objectives and service specifications in the most cost-effective and efficient way possible as outlined in this document.

The term is expected to be for three (3) years with two (2) one-year options to renew. If mutually agreeable to both parties, the Agreement may be extended on a year-to-year basis. However, in no case shall the renewal extend beyond five (5) years from the date of award of the original Agreement. The extension shall be in written form as an amendment to the Agreement. This contract will commence on the date the agreement is approved and awarded by the District Governing Board.

Option to Extend: The District may, at its option, and with the approval of the Contractor, extend the term of the Contract for two (2) additional one-year terms, as deemed beneficial to the District, for a total contract period of five (5) years. Contractor shall be notified in writing of the District's intention to extend the Contract term at least sixty (60) calendar days prior to the expiration of the Contract.

Cost Adjustment: The Contractor may apply for a cost adjustment after the third contract year. In order for the rate adjustment to be considered by the District, the Contractor shall be in full compliance with all of the performance standards as established by this Contract. The rate may be adjusted by the Contractor as provided herein solely on the basis of the change in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles, Riverside, Orange County, provided, however, that those adjustments in rates based solely on the change in CPI-U will not exceed five (5) percent per annum. The Contractor assumes all risks associated with increased costs of service not reflected in the rate adjustments. The Contractor shall use the CPI-U for the most recent twelve-month period prior to the contract's anniversary date.

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## BACKGROUND

Inyo, Mono and Alpine Counties joined together in 1974 in a joint powers agreement to form the Great Basin Unified Air Pollution Control District (District), which is a California regional government agency that works to protect the people and the environment of Alpine, Mono and Inyo Counties from the harmful effects of air pollution.

The District's purpose is to enforce Federal, State and local air quality regulations and to ensure that the federal and state air quality standards are met in our district. These standards are set to protect the health of sensitive individuals by restricting how much pollution is allowed in the air.

To meet these standards, we enforce those federal laws delegated to us, state laws on stationary sources of pollution, and pass and enforce our own regulations as they become necessary.

## SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

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Release of RFP	Wednesday 02/28/18
MANDATORY Pre-Proposal Meeting & Job Walk	Wednesday 03/21/18 @3:00 P.M.
Deadline for Written Questions	Thursday 03/22/18 by 5:00 P.M.
Responses to Questions Posted on Web	Monday 03/26/18 by 5:00 P.M.
Proposals are Due	Friday 04/13/18 by 4:00 P.M.
Interview (if held)	Week of 04/16/18-04/20/18
Approval of Contract	Thursday 05/10/18

**\*\*All dates are subject to change at the discretion of the District\*\***

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### PRE-PROPOSAL CONFERENCE AND JOB SITE WALK:

A **MANDATORY** pre-proposal conference and job site walk will be held on Wednesday, 03/21/18 at 3:00 P.M. at the District's Offices 157 Short Street, Bishop CA 93514. A pre-proposal meeting is held to allow for questions and clarifications concerning the District's RFP process and subsequent contract award. In order to provide comprehensive answers and minimize response time, Offerors(s) will be asked to submit questions in writing prior to the meeting. Questions can be e-mailed to [scash@gbuapcd.org](mailto:scash@gbuapcd.org).

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### JOB WALK SITE VISIT:

The site inspections will allow the prospective proposers to become familiar with all conditions that may affect the performance and cost of the contract. Offerors should be familiar with the proposal prior to attending the informational meeting and the job walk.

A map of the site location is available in the solicitation (APPENDIX G, Attachment 6). Each attendee will be responsible for getting to the facility for the walkthrough.

**NOTE:** The informational meeting and inspection of the facility are **mandatory**. Any proposals received from contractors who did not attend the pre-proposal meeting and the site inspection will be declared

nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

## SCOPE OF WORK

The purpose of this specification is to define the janitorial services requirements for the facility operated by the District that is included in this contract. The objectives of the District are to secure a timely, consistent, and cost effective janitorial contract from one contractor, to ensure clean and safe office facilities for employees and customers doing business with the District. The work covered in this specification includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided. The District will consider innovative solutions and alternatives that will best accomplish the desired outcome.

**This scope of work is written in such a way that it may seem the District is only interested in large corporate responses – not true! We are looking for responsible bidders, regardless of size. If something in the RFP doesn't fit right with your staffing level, it's okay to list the same person for multiple levels and responsibilities if you are a small – or single person – company. It's okay if you're a two-person team and don't have an Injury and Illness Prevention Program – but not if you're a company of 100. We just want to make sure if a company has many people working for it that we will have some assurance that the service will be consistent no matter which of your employee(s) comes to clean.**

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## GENERAL REQUIREMENTS/PROVISIONS

The Janitorial Services Contractor is responsible for the cleanliness and sanitation of the building. The description of each service area is to be used as a guideline for the Janitorial Services Contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Janitorial Services Contractor.

The intent of this specification is to define the janitorial services requirements for facility operated by the District included in this contract. On the Janitorial Maintenance Specifications pages (See APPENDIX G, Attachment 4) both the task descriptions and the frequency that each task is to be performed are itemized. From that information and a mandatory job walk/inspection of the facility, the potential contractor is required to provide the Monthly Labor Hours and cost per task, with a total for each to be entered on the appropriate line at the end of the page. The offeror will then provide a grand total for all Monthly Labor Hours and costs for all facilities combined on the Pricing Recap Sheet. All measurements provided are approximate and should be confirmed by the Offeror.

Notwithstanding any other provisions of this proposal, the Janitorial Services Contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified in this RFP. Such warranties shall include performance, workmanship, labor, and materials.

Contractor is to be aware of the California Labor Code Section 1060 - 1065, regarding displaced janitors. It is the Contractor's responsibility to review this legislation and be familiarized with its content and respond accordingly as directed in the RFP (See APPENDIX G, Attachment 6).

**Subcontracting:** No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the District unless specified in the bid. Requests to subcontract all or any portion of services required by this contract will be submitted to the District's Administrative Services Manager, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract.

Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization.

The District may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the Contractor shall furnish the District all information requested for this purpose.

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#### PERFORMANCE STANDARDS

The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely a surface cleaning. Some examples include but are not limited to: floors shall be buffed for a shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

- A. It is the objective of the District to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the District is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
- B. The District's Administrative Projects Manager or designee shall contact the Contractor by telephone or email to notify them of performance issues. The District's Administrative Projects Manager shall also notify the Contractor of written complaint(s) received from building occupants.
- C. The District's Administrative Projects Manager or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, office, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification email.
- D. Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, offices not cleaned, or trash not removed, etc. The District's Administrative Projects Manager or designee shall have authority to classify a complaint as major or minor.
- E. Minor problems require correction during the next scheduled normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, etc.

***Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.***

- F. Proof of performance and adherence to specifications shall be upon the Contractor. Support shall be supplied by the Contractor at no cost to the District. The District shall be the sole judge as to the adequacy of supporting documentation.

- G. Failure to clean an entire office or discrete area shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required semiweekly, weekly, or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the District, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two (2) hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three (3) occurrences. If the Contractor does not respond in two (2) hours, the District's Administrative Projects Manager may exercise the District's right to terminate for default.
- H. Failure of the Contractor to appear on any scheduled workday without the advance approval of the Administrative Projects Manager, or his designee, shall result in the deduction of the total daily cost.
- I. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

**Expectation:** The contractor shall render the District facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

**Frequency:** Janitorial services shall be provided two (2) times per week, on Wednesday evening and on Saturday or Sunday (Contractor's preference). The work schedule for completing service requirements is defined in the Janitorial Specifications (See APPENDIX G, Attachment 4). The task and frequency schedule indicates the minimum acceptable cleaning frequencies. The contractor shall in no way interfere with the normal work of District employees.

**Changes:** Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the District and the Contractor. All such changes will be processed through the Administrative Projects Manager. The District reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

**Deficient Performance:** District reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the District inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Administrative Projects Manager to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the District.

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## CONTRACTOR'S RESPONSIBILITY

### Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, code and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

## Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. **It is acceptable to the District that one employee holds multiple positions within this framework as long as they are identified in the response.**

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

1. adherence to schedules
2. maintenance or replacement of cleaning equipment
3. notifying District of any personnel changes
4. training of new personnel

## Supervisors

The Contractor shall provide qualified English-speaking supervision in all areas of operations. The supervisor shall work with District personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. **It is acceptable to the District if the supervisor is also the person performing the work, as long as that person is also responsible for the duties in this section.**

The Contractor shall designate in writing to the District's Administrative Projects Manager, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:00 a.m. through 5:00 p.m. The Contractor's Project Manager shall be the contract supervisor. The working supervisor shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the District, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Administrative Projects Manager, for repeated non-compliance of these requirements.

Contractor shall meet in conference with the District's Administrative Projects Manager or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested.

## Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the District, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Administrative Projects Manager immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the District, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

1. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
2. Identification and appearance: The Contractor's work force shall be neat and clean in appearance. Closed-toed shoes shall be worn for proper safety during tasks being performed. Employees shall carry identification with the employee's picture, name and company name on the face of the badge. The Contractor's employees are required to provide proper identification when requested by District personnel. Any employee that does not comply with this requirement shall be required to leave District facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in District facilities.
3. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, or troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.
4. Supervision: Contractor shall provide a supervisor who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
6. Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

## Employee List

The Contractor shall provide to the District's Administrative Projects Manager or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by full names. Changes to the list shall be reported, in writing, to the District's Administrative Projects Manager within one working day. Employees terminated by the Contractor shall be reported the same day to the District's Administrative Projects Manager, unless it is after hours, then the next business morning shall be acceptable.

### Removal of Staff

The District requires the Contractor to remove all Contractor personnel from District property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the District, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on District property, or is otherwise unsatisfactory, upon District request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

### Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same standards as regular staff. The District reserves the right to request additional backup staff as deemed necessary. **If the Contractor is a one-person operation, you must explain how the requirements under this contract will be met in case of your absence.**

### Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the District and shall not be allowed to work in District facilities.

### Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on District premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from District facilities and replaced with acceptable personnel.

### District & Personal Property of District Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the District and against unauthorized use of District and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the District facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the District's Administrative Projects Manager within twenty-four (24) hours.

### Telephones

Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '911') and notification to the Bishop Police Department of damage as required in

this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

### Hours of Work

The Contractor shall provide no less than the minimum number of estimated hours per shift as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The District shall be the sole judge of any performance discrepancies.

### Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the Bishop Police Department by dialing 911 and shall then call the Administrative Projects Manager, or their designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Administrative Projects Manager, or their designee.

1. *Security:* Contractor's personnel shall not be allowed in District facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by District personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Administrative Services Manager or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the District to designated contractor employee and shall be returned to the District on demand. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and District personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.
2. *Keys:* The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular District facility, the contractor shall be solely responsible for all costs incurred by the District in re-keying the lock system. No keys shall be duplicated.
3. *Damages:* The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.

4. *Protection & Restoration:* The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the District, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.
5. *Removal of items:* The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the District in writing.

#### Employee Training Program

The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

1. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
2. Specific location training;
3. Contract specification cleaning requirements;
4. All janitorial contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the District within 24 hours of a request.

#### Safety Program

The Contractor (if more than a one-person operation) shall submit to the District upon request, a written safety program and IIPP. This program shall include at a minimum, detailed training procedures in the following:

1. Safe work habits
2. Safe use of cleaning chemicals (right-to-know) MSDS Sheets
3. Safe use of cleaning equipment
4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
5. Proper handling of hazardous materials and biological waste (blood-borne pathogens)
6. Recognizing hazardous or other materials, which are not allowed for use in this contract

#### Safety Procedures

All cleaning chemicals shall be stored in properly labeled containers at all times.

Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the District facilities.

## Tools & Equipment

The contractor shall furnish and maintain all equipment necessary for properly maintaining the District building. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. The District reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

## Materials & Supplies

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The District shall have the right to prohibit the use of any process, material, supply or tool which may damage District property, or which may be a risk to employees, the public, or others using District facilities.

The Custodial/Janitorial Services contractor shall provide all other chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the Custodial/Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Material Safety Data Sheets (MSDS) standards and be used in conjunction with necessary safety equipment. Material Safety Data Sheets (MSDS) must be on-site and available for all chemicals used within a service area on the first day of the contract.

The District will supply all toilet paper, paper towels, toilet seat covers, and hand soap to the Custodial/Janitorial Services contractor. All supplies remain property of the District and may only be used at the specified site. District shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document.

## Cleaning Schedule

1. Cleaning shall not start earlier than sixty (60) minutes after the end of normal business hours (generally 5:00 PM on weekdays).
2. The Contractor shall provide the District's Administrative Projects Manager a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
3. The Contractor shall maintain a schedule for carpet cleaning and hot water extraction for all District office and provide to the District's Administrative Projects Manager a copy of the monthly completed and scheduled work on the first workday of every month.
4. The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the District's Administrative Projects Manager a copy of the scheduled work a minimum of 1 week in advance, and a copy of the quarterly completed work on the first workday following completion of work.

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#### DISTRICT'S RESPONSIBILITY:

**Contract Administration:** The District Administrative Projects Manager will be responsible for administering this contract. Staff will inspect and approve services provided for compliance to the specifications prior to payment. Questions may be directed to Susan Cash at (760) 872-8211.

**Inspections:** The Administrative Projects Manager or their designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

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#### DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The successful Contractor(s) shall submit the following items to the District's Administrative Projects Manager or designee ***within thirty (30) days of initiation of the contract award***:

- A. Complete work schedule for semi-weekly, weekly, monthly, quarterly, semi-annual and annual services for all offices;
- B. Schedule of all employees of the Contractor and the offices to which they are assigned, along with the labor-hours to perform the required work at each office;
- C. Copy of the current Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. List of all cleaning products (brand names) to be utilized, and how each will be used;
- E. Documented list of employee training programs showing that all employees have been trained according to specifications of the proposal prior to the commencement of the contract;
- F. Enter into a Professional Services Contract with the District. The contract will be submitted to the District Governing Board for approval with the award of the contract.

***(Items G through J are required within ten (10) working days from notice of award)***

- G. Appropriate City of Bishop business license;
- H. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the District as an additional insured (see APPENDIX 5, Attachment 5 - Sample Contract for detailed insurance requirements).
- I. Provide a completed and signed W-9 form for your company.

#### PROPOSAL FORMAT GUIDELINES

Before submitting a proposal, each offeror shall familiarize themselves with the Scope of Work, laws, regulations and other factors that may affect contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment for lack of such familiarization, other than that as provided within the subsequent Contract.

All proposals shall comply with current federal, state, and other laws relative thereto. The contractor shall comply with all applicable requirements of the California Labor Code.

**Interested entities or contractors are to provide the District with a thorough proposal using the following guidelines:**

Proposal should be typed using a 12-point font size. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

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#### COVER LETTER

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Contractor’s office located nearest to Bishop, California and the office from which the project will be managed, if different.

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#### METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- a. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- b. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- c. Detailed project schedule, a work plan, products, staffing, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
- d. Detailed description of specific tasks you will require from District staff. Explain what the respective roles of District staff and your staff would be to complete the tasks specified in the Scope of Work.
- e. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the District will consider proposals that offer alternative service delivery means and methods for the services desired.
- f. Submit approach and understanding of requirements. Provide a detailed transition plan to begin services by July 1, 2018.

- g. Provide a detailed list of type and quantity of equipment that will be utilized at each location in the performance of this contract. The submitted equipment shall be kept current and operating in all facilities at all times for the life of the contract.
- h. Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. **The District understands that with smaller Contractors, some of the employees may have multiple positions with relation to the staffing of this contract.**
- i. Provide the number of full-time employees and the number of part-time employees performing the Custodial/Janitorial services as of the date of submission of your response to this Request for Proposal.
- j. Detailed written work plan, which shall include the following:
  - 1. Backup staffing plan to cover absenteeism, vacations, etc;
  - 2. The number and level of supervisors proposed;
  - 3. The type and quantity of equipment to be used per building;
  - 4. Provide information on your safety program and how employees are trained.

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## STAFFING

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.

Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the Custodial/Janitorial services as of the date of submission of your response to this Request for Proposal.

Number of employees employed full time. **When contacting your firm, Contractor's personnel must be immediately available (answering machines or answering services are not acceptable).** List the names, phone numbers, and e-mail addresses for the following: Assigned supervisor (for proposed contract); name and phone number of inside representative; customer service representative for problems/questions; accounts receivable representative for problems/questions.

Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the District for approval before they begin work.

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## QUALIFICATIONS

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The District reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

Submit a list of contracts that have not been renewed or have been terminated in the past five (5) years. List names, addresses, telephone number and contact persons.

If offeror or individual is totally or partially owned by another business organization that will be providing services, supplies, material, or equipment to offeror or in any manner does business with offeror under this agreement, a detailed statement of the aforementioned should be included in the proposal.

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#### FINANCIAL CAPACITY

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the District to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

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#### SAMPLE CONTRACT

The firm selected by the District will be required to execute an Personal Services Contract (Contract) with the District. The form of the Contract is enclosed as Appendix G, Attachment 5, **but may be modified to suit the specific services and needs of the District. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Contract.**

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#### DISCLOSURE

Please disclose all past or current business and personal relationships with any current District Governing or Hearing Board Member, appointed official, District employee, or family member of any current District Governing or Hearing Board Member, appointed official, or District employee. ***A past or current business relationship may not necessarily disqualify the firm from consideration.***

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#### APPENDIXES

Proposers shall fill out and attach as appendixes the following, in the noted order:

- A. Vendor Application Form (See Appendix A)
- B. Questionnaire/Requirements for Janitorial Services (See Appendix B)
- C. Fee Proposal Form (See Appendix C)

- D. Ex Parte Communications Form (See Appendix D)
- E. Disqualification Questionnaire (See Appendix E)
- F. Disclosure of Government Positions (See Appendix F)

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## SUMMARY OF PROPOSAL FORMAT

As a convenience to Proposers, below is an outline of the format of proposals:

- 1. Cover Letter
- 2. Methodology
- 3. Staffing
- 4. Qualifications
- 5. Financial Capacity
- 6. Any desired changes to Sample Agreement (omit if none)
- 7. Disclosure of relationships – a statement either disclosing or denying is required
- 8. Appendixes
  - A. Vendor Application Form (See Appendix A)
  - B. Questionnaire/Requirements for Janitorial Services (See Appendix B)
  - C. Fee Proposal Form (See Appendix C)
  - D. Ex Parte Communications Form (See Appendix D)
  - E. Disqualification Questionnaire (See Appendix E)
  - F. Disclosure of Government Positions (See Appendix F)

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## PROCESS FOR SUBMITTING PROPOSALS

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### CONTENT OF PROPOSAL

The proposal must be submitted using the format as indicated in the proposal format guidelines.

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### PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

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### NUMBER OF PROPOSALS

Submit one (1) original, three (3) hard copies of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy, the original shall control.

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### SUBMISSION OF PROPOSALS

***Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 P.M. (P.S.T) on Friday, April 13, 2018 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.***

Great Basin Unified Air Pollution Control District  
Administrative Projects Manager  
157 Short Street  
Bishop, CA 93514  
RE: JANITORIAL SERVICES

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## INQUIRIES

Questions about this RFP must be directed in writing, via e-mail to:

Susan Cash, Administrative Projects Manager [SCash@gbuapcd.org](mailto:SCash@gbuapcd.org) no later than Thursday, April 5, 2018 by 5:00 P.M. PST.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any District employee other than the contracting officer listed above regarding this RFP. The District reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the District.

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## AMENDMENTS

The District reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Official District Website; Proposers should check this web page daily for new information. The District will endeavor to answer all written questions timely received no later than Friday, April 6, 2018 by 5:00 P.M. The District reserves the right not to answer all questions.

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## CONDITIONS FOR PROPOSAL ACCEPTANCE

This RFP does not commit the District to award a contract or to pay any costs incurred for any services. The District, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The District may waive any irregularity in any proposal. All proposals will become the property of the District. If any proprietary information is contained in the proposal, it should be clearly identified.

## EVALUATION CRITERIA

The District's evaluation and selection process will be conducted in accordance with Section 5.1.6 of the District's Purchasing, Bidding, and Contracting Policy (Policy). In accordance with the Policy, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----25%  
  
Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references, and the quality and quantity of personnel assigned to the project.
2. Approach to Providing the Requested Scope of Services-----25%  
  
Includes responsiveness to the requirements set forth in the RFP, an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services, and the proposed project schedule.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

An Evaluation/Selection Committee (Committee), which may include members of the District's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

RESPONSIVENESS SCREENING

Proposals will first be screened to ensure responsiveness to the RFP. The District may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the District reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

INITIAL PROPOSAL REVIEW

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The District may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the District. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The District may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the District may elect to negotiate directly with one or more Proposers to obtain the best result for the District prior to making a recommendation or selection.

INTERVIEWS, REFERENCE CHECKS, REVISED PROPOSALS, DISCUSSIONS

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of April 16-April 20, 2018 and will be conducted at the District offices, 157 Short Street, Bishop, CA 93514. These dates are subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the District may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The District may accept the proposal or negotiate the terms and conditions of the agreement with the

highest ranked firm, which shall be determined to be the lowest responsible bidder. The District may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the District, the District may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

## PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the Administrative Projects Manager at least ten (10) calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the Administrative Projects Manager, within forty-eight (48) hours from receipt of the notice from the District advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Administrative Projects Manager will respond to the protest in writing at least three (3) days prior to the meeting at which staff's recommendation to the District Governing Board will be considered. Should Proposer decide to appeal the response of the Administrative Projects Manager, and pursue its protest at the Governing Board meeting, it will notify the Administrative Projects Manager of its intention at least two (2) days prior to the scheduled meeting.

## CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the District and Proposer, shall be available to the public. The District intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the District Governing Board.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action

against the District or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

#### EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the District Governing Board members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with any officer, employee or agent of the District, including any member of the evaluation panel, with the exception of the Administrative Projects Manager, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the District on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

#### CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

#### DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the District, the District requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

#### CONDITIONS TO AGREEMENT, IF ANY

The selected Proposer will execute a Contract for Services with the District describing the Scope of Services to be performed, the schedule for provision of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of the Contract provided as Appendix G, Attachment 5 to this RFP, which may be modified by District. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

***The terms of the agreement, including insurance requirements, have been mandated by the District and can be modified only if extraordinary circumstances exist.*** Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Contract for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. Accordingly, the District may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

## DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

## STANDARD TERMS AND CONDITIONS

### **Amendments**

The District reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the District website; Proposers should check this web page daily for new information.

### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the District.

### **Insurance Requirements**

District requires that licensees, lessees, and vendors have an ***approved*** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the District for the issuance of a contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the District with the Certificates of Insurance proving coverage as specified within Appendix G, Attachment 5 (Sample Contract).

### **Liquidated Damages**

Once the work has commenced, should the Contractor fail to perform, as specified, the services required and agreed to, the District will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Contractor shall agree to the following liquidated damages:

1. Should trained personnel not report to provide the services required by the contract, the District will incur damages; and liquidated damages of Two Hundred and no/100 Dollars (\$200.00) per occurrence will be deducted from payments due the on the Contract or Contractor will be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.
2. Should Contractor fail to perform under the terms of the contract, the District will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and

performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the District will incur damages; and liquidated damages of One Hundred and no/100 Dollars (\$100.00) per occurrence will be deducted from payments due the Contractor.

3. Liquidated damages of One Hundred and no/100 Dollars (\$100.00) per occurrence per twenty-four (24) hours or portion thereof will continue to be deducted from payments due the Contractor until the performance failure is remedied.

These liquidated damages are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

#### LACK OF FUNDING

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The District may need to amend the terms of this contract in the event that budgetary funding is reduced or discontinued. The Contractor shall receive written notification of either condition as soon as practically possible, but no later than thirty (30) days prior to the reduction or termination.

#### LAWS GOVERNING CONTRACT

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This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Inyo, State of California. The parties further stipulate that the County of Inyo, State of California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.



**REQUEST FOR PROPOSAL**

***Janitorial Services***

**VENDOR APPLICATION FORM**

TYPE OF APPLICANT:     NEW                       CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Is your business: (check one)  NON- PROFIT CORPORATION                       FOR PROFIT CORPORATION

Is your business: (check one)  CORPORATION     LIMITED LIABILITY PARTNERSHIP     INDIVIDUAL

SOLE PROPRIETORSHIP     UNINCORPORATED ASSOCIATION     PARTNERSHIP

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title
_____	_____
_____	_____
_____	_____
_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Bishop Business License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(If none, you must obtain a City of Bishop Business License upon award of contract.)

**QUESTIONNAIRE/REQUIREMENTS FOR JANITORIAL SERVICES**

In addition to the written proposal that demonstrates the Offerors understanding of the RFP, each offeror shall also provide the following information. Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

- ✓ What sets your company apart from the rest? Why should the District utilize the services from your organization?
- ✓ Describe your firm’s qualifications to provide the service specified in this RFP. Provide the firm’s vision and mission statements, and key services offered.
- ✓ Has your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.
- ✓ Has your organization ever failed to complete any work awarded to it?
- ✓ What will be the mode of communication between onsite staff, shift leads, management and District staff?
- ✓ What will be the corrective action procedure to ensure that problems are solved quickly and not repeated?
- ✓ Describe your firm’s established “proactive” Quality Control program that you will be providing to the District to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.
- ✓ Will there be a dedicated site/account supervisor and what will be the duties and responsibility of this position? Will that person be responsible for other accounts/contracts?
- ✓ How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.?
- ✓ Include a summary of your firm’s training and injury/illness prevention and safety programs (not for one-person companies).
- ✓ Is your firm planning to subcontract portions of the work? If Yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.
- ✓ Please provide a detailed list of the equipment that will be used to complete the requirements of this contract.
- ✓ What chemicals will be used in the course of cleaning? Please provide a detailed list of the products and their purpose.

FEE PROPOSAL FORM

JANITORIAL MAINTENANCE PRICING SUMMARY

Provide hourly rates, along with estimated annual pricing in accordance with the District’s current requirements, as set forth in section 3 Scope of Work. Also provide your firm’s proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at [www.bls.gov](http://www.bls.gov).)

WEEKLY/SEMI-WEEKLY SERVICES

<b>AREA</b>	<b># of hours /service</b>	<b>\$/hour of service</b>	<b>\$/service</b>	<b># of services/year</b>	<b>\$ per year</b>
<b>A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen</b> WEDNESDAY SERVICE				52	
<b>A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen</b> WEEKEND SERVICE				52	
<b>B – Conference Room and outer hallway</b>				52	
<b>C – Copy and Supply Room</b>				52	
<b>D, F, G, K, M, Q single office, no Rest Room (RR)</b>				52	
<b>E, H, I, J, L, O Single office with Rest Room (RR)</b>				52	
<b>P – Double office with Rest Room (RR)</b>				52	
<b>N – Double Office, no Rest Room (RR)</b>				52	
<b>TOTAL WEEKLY/SEMI-WEEKLY SERVICES COST:</b>					

### MONTHLY SERVICES

<b>AREA</b>	# of hours /service	\$/hour of service	\$/service	# of services/year	\$ per year
A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen				12	
B – Conference Room and outer hallway				12	
C – Copy and Supply Room				12	
D, F, G, K, M, Q single office, no Rest Room (RR)				12	
E, H, I, J, L, O Single office with Rest Room (RR)				12	
P – Double office with Rest Room (RR)				12	
N – Double Office, no Rest Room (RR)				12	
<b>TOTAL MONTHLY SERVICES COST:</b>					

### QUARTERLY SERVICES

<b>AREA</b>	# of hours /service	\$/hour of service	\$/service	# of services/year	\$ per year
A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen				4	
B – Conference Room and outer hallway				4	
C – Copy and Supply Room				4	
D, F, G, K, M, Q single office, no Rest Room (RR)				4	
E, H, I, J, L, O Single office with Rest Room (RR)				4	
P – Double office with Rest Room (RR)				4	
N – Double Office, no Rest Room (RR)				4	
<b>TOTAL QUARTERLY SERVICES COST:</b>					

**SEMI-ANNUAL SERVICES**

<b>AREA</b>	<b># of hours /service</b>	<b>\$/hour of service</b>	<b>\$/service</b>	<b># of services/year</b>	<b>\$ per year</b>
A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen				2	
<b>TOTAL SEMI-ANNUAL SERVICES COST:</b>					

**ANNUAL SERVICES**

<b>AREA</b>	<b># of hours /service</b>	<b>\$/hour of service</b>	<b>\$/service</b>	<b># of services/year</b>	<b>\$ per year</b>
A – Main Office/Reception Area with 2 Rest Rooms (RR) and Kitchen				1	
B – Conference Room and outer hallway				1	
C – Copy and Supply Room				1	
D, F, G, K, M, Q single office, no Rest Room (RR)				1	
E, H, I, J, L, O Single office with Rest Room (RR)				1	
P – Double office with Rest Room (RR)				1	
N – Double Office, no Rest Room (RR)				1	
<b>TOTAL ANNUAL SERVICES COST:</b>					

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

---

I certify that Proposer and Proposer’s representatives have not had any communication with a District Governing Board member, appointee, or employee concerning the CONTRACTOR Services RFP at any time after February 28, 2018.

---

Signature

**OR**

I certify that Proposer or Proposer’s representatives have communicated after February 28, 2018 with a District Governing Board member, appointee, or employee concerning the **Janitorial Services** RFP. A copy of all such communications is attached to this form for public distribution.

---

Signature

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## APPENDIX F – DISCLOSURE OF GOVERNMENT POSITIONS

### DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

---

Signature



**DEFINITION OF TERMS**

**Carpet Extraction:** Shampoo carpeting using wet extraction machine method.

**Clean:** Remove all dirt, stains and marks with approved cleaner.

**Damp Mop:** Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required.

**Damp Wipe:** Remove surface dirt with damp cloth.

**Disinfect:** To cleanse in order to destroy disease and germs.

**Disinfectant:** A germicidal cleaner for germ control.

**Dust:** Remove all loose dirt and debris. Specially treated cloths shall be used.

**Sanitize:** To cleanse free from dirt and bacteria.

**Scrub:** Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.

**Sweep/Dust Mop:** Remove all loose dirt and litter with dustless-type sweeping tools on tiled floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.

**Twice Per Week:** Wednesday evenings and Saturday or Sunday on approved schedule.

**Vacuum:** Remove all surface and embedded dirt, dust and debris using a vacuum cleaner.

**Wash:** Remove all dirt, stains, and marks with approved cleaner; rinse and dry.

**DISTRICT OFFICES FOR JANITORIAL SERVICES**

**(all located at 157 Short Street, Bishop, CA 93514)**

- A. Main Office/Reception Area with 2 rest Rooms (RR) and Kitchen
- B. Conference room and outer hallway
- C. Copy/Supply Room
- D. Office - Logan
- E. Office and Rest Room (RR) - Gilpin
- F. Office – Sudomier
- G. Office – Russell
- H. Office with Rest Room (RR)- Howard
- I. Office with Rest Room (RR) – Kiddoo
- J. Office with Rest Room (RR) – Slates
- K. Office - Mitchell
- L. Office with Rest Room (RR) - Lanane
- M. Office – Cash
- N. Office - Double (excluding lab, including file storage) – Thorp
- O. Office with Rest Room (RR) – Holder
- P. Office Double with Rest Room (RR) – Davis/Holt
- Q. Office – Becknell



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JANITORIAL MAINTENANCE SPECIFICATIONS

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The Custodial/Janitorial Services Contractor is responsible for the cleanliness and sanitation of the building. The description of each service area, below, is to be used as a guideline for the Custodial/Janitorial Services Contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Custodial/Janitorial Services Contractor.

**AREA: A - MAIN OFFICE/RECEPTION AREA WITH 2 BATHROOMS AND KITCHEN**

**SERVICE SCHEDULE – Wednesdays after 6:00 P.M. and one weekend day (TBD)**

**Twice Per Week:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Completely clean and disinfect restrooms including floors and fixtures. Restock dispensers, refill soap as needed.

Place recycling (Wednesdays) or trash (weekend) receptacle out to curb.

**Weekly:**

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean and disinfect all tables and desktops that are free of paperwork.

Clean exterior and interior of microwave and disinfect counter and sink in kitchen.

Damp mop all hard surface floors/clean any mop splatter on walls.

Use shampoo system to remove any large soil spots.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Semi-annually:**

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

**Annually:**

Power wash screens.

Clean Light Panels

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## AREA: B – CONFERENCE ROOM AND OUTER HALLWAY

### SERVICE SCHEDULE – One weekend day (TBD)

#### Weekly Activities:

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

#### Monthly:

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

#### Quarterly:

Clean all windows inside and out.

#### Annually:

Power wash screens.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

---

**AREA: C – COPY AND SUPPLY AREA**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Power wash screens.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

---

**AREA: D, F, G, K, M, Q – ALL SINGLE OFFICES (NO BATH)**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Power wash screens, if applicable.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

---

**AREA: E, H, I, J, L, O ALL SINGLE OFFICES (WITH BATHROOM)**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Completely clean and disinfect restroom including floors and fixtures. Restock dispensers, refill soap as needed.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

Disinfect all door handles, light switches, and phone receivers.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Power wash screens, if applicable.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

---

**AREA: P DOUBLE OFFICE (WITH BATHROOM)**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Completely clean and disinfect restroom including floors and fixtures. Restock dispensers, refill soap as needed.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Power wash screens.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

Clean light panels.

---

**AREA: N DOUBLE OFFICE (NO BATHROOM)**

**SERVICE SCHEDULE – One weekend day (TBD)**

**Weekly Activities:**

Empty wastebaskets and carry trash out to disposal area, empty recycle bins to collection receptacle, replace liners if torn or soiled (no less than once per month), clean up soiled areas resulting from leaking liners.

Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge clean as needed. Return furniture to proper position.

Clean and disinfect all tables and desktops that are free of paperwork.

Spot clean soiled walls and fixtures.

Spot clean interior and exterior entranceway door and frame.

Dust all horizontal surfaces using a duster or a treated dusting towel.

Disinfect all door handles, light switches, and phone receivers.

**Monthly:**

Vacuum upholstered seating.

Dust all blinds and window sills.

Vacuum air conditioning/heater vents.

Detail vacuum corners and edges.

Clean accessible baseboards.

Clean cobwebs/dust from walls and ceilings.

**Quarterly:**

Clean all windows inside and out.

**Annually:**

Clean light panels.

Clean all accessible carpet using hot water, high pressure extraction system. **If subcontracting, make sure to note in Proposal.**

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**ATTACHMENT 5 – SAMPLE CONTRACT**

**AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**

**AND** Click or tap here to enter text.  
**FOR THE PROVISION OF** Click or tap here to enter text. **SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") may have the need for the Click or tap here to enter text. services of Click or tap here to enter text. of Click or tap here to enter text. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Click or tap here to enter text., whose title is: Click or tap here to enter text.. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, resolutions, and directions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from Click or tap here to enter text. to Click or tap here to enter text. unless sooner terminated as provided below. In addition, District shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From Click or tap here to enter text. through Click or tap here to enter text.
- b. From Click or tap here to enter text. through Click or tap here to enter text.

District may exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

### 3. CONSIDERATION.

A. Compensation. District shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the District's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by District under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed \$Click or tap here to enter text. (initial term); \$ Click or tap here to enter text. (option 1); \$ Click or tap here to enter text. (option 2); for a total of \$ Click or tap here to enter text. Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all services and work described in Attachment A, which were done at the District's request. This statement will be submitted to the District not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.

(2) District will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, District has no obligation to withhold any taxes or payments from sums paid by District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. District has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the District an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORKSCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide District, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and District as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, District reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. DISTRICT PROPERTY.**

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey

possession and title to all such properties to District.

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The Great Basin Unified Air Pollution Control District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

**9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, employees, or volunteers.

**12. CANCELLATION.**

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

**13. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by District in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**17. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully

discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, county, and District laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

**24. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**25. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

**Great Basin Unified  
Air Pollution Control District**

Attn: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
City, State, Zip Click or tap here to enter text.

**Contractor:**

Name: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
City, Sate, Zip Click or tap here to enter text.

**26. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS Click or tap here to enter text. DAY OF Click or tap here to enter text., 20Click or tap here to enter text..

**GREAT BASIN UNIFIED**

**AIR POLLUTION CONTROL DISTRICT**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

PRINT NAME

\_\_\_\_\_

SIGNATURE

Dated: \_\_\_\_\_

**ATTACHMENT A - SCOPE OF WORK (to be determined)**

**ATTACHMENT B - SCHEDULE OF FEES (to be determined)**

**ATTACHMENT C – INSURANCE REQUIREMENTS – see next page**

**ATTACHMENT C**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND [Click or tap here to enter text.](#)  
FOR THE PROVISION OF PERSONAL SERVICES**

**TERM:**

**FROM:** [Click or tap here to enter text.](#) **TO:** [Click or tap here to enter text.](#)

Contractor shall 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 work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

**Waiver of Subrogation**

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

**Verification of Coverage**

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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## ATTACHMENT 6 – CALIFORNIA LABOR CODE SECTIONS 1060-1065

### CHAPTER 4.5 DISPLACED JANITOR OPPORTUNITY ACT

#### **Section 1060**

The following definitions shall apply throughout this chapter:

- (a) Awarding authority means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.
- (b) Contractor means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.
- (c) Employee means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. Employee does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.
- (d) Person means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.
- (e) Service contract means any contract that has the principal purpose of providing services through the use of service employees.
- (f) Subcontractor means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.
- (g) Successor service contract means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a successor service contract if its execution was delayed for the purpose of avoiding application of this chapter.

*(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)*

#### **Section 1061**

- (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition

employment period shall be at-will employment under which the employee may be terminated without cause.

*(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)*

#### **Section 1062**

(a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

*(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)*

#### **Section 1063**

(a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

*(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)*

#### **Section 1064**

Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

*(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)*

## **Section 1065**

If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

*(Added by Stats. 2001, Ch. 795, Sec. 1. Effective January 1, 2002.)*