

**REQUEST FOR QUOTE  
# FCARC-91039  
  
JANITORIAL SERVICES**



By:  
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Riverside County Flood Control  
and Water Conservation District  
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NIGP Code(s):97500, 98100

**NOTE: CONTRACTORS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

**INSTRUCTIONS TO CONTRACTORS**

- I. **Vendor Registration** - Unless stated elsewhere in this document, vendor may participate in the bidding process. However the County does encourage all CONTRACTORS to register online at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us). If awarded a contract, CONTRACTOR must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- II. For future bidding opportunities please also register CONTRACTOR Company at: <https://www.publicpurchase.com/gems/register/vendor/register>. Public Purchase is a web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free.
- III. For all RFQ's Riverside County's Purchasing website will post a letter of notification on its website, and will provide a direct link to [PublicPurchase.com](http://PublicPurchase.com).
- IV. **Format** - Use the electronic format provided by [PublicPurchase.com](http://PublicPurchase.com). If submitting more than one bid, separate the bid documents.
- V. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- VI. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us). Or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or mailed to you.
- VII. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- VIII. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, CONTRACTORS are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
- IX. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. CONTRACTORS are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
- X. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- XI. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to [PublicPurchase.com](http://PublicPurchase.com) by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions.
- XII. **Local Preference** - The County of Riverside has adopted a local preference program for those CONTRACTORS located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location.
- XIII. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from **certified** disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid

**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ**

- |  |   |  |                                  |
|--|---|--|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input type="checkbox"/> EXHIBITS (A-C) | <input checked="" type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110                | Special Conditions/Response             | <input type="checkbox"/> #116-130                  | Equipment Information Sheet      |
| <input checked="" type="checkbox"/> #116-260     | Local Business Qualification Affidavit  | <input type="checkbox"/> #116-310                  | Boilerplate Contract             |

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

- |  |  |                                   |  |
|--|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200            | General Conditions                                 | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230            | General Conditions - Equipment                     | <input type="checkbox"/> #116-220 | General Conditions - Public Works            |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service |                                   |  |

To access any of these General Conditions go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), located in Vendor Registration/Bidding Opportunities.

**If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.**

## APPENDIX A

### 1.0 INFORMATION

- 1.1 **LIQUIDATED DAMAGES** - It is agreed by the parties that time is of the essence, and in the event complete delivery is not made within the schedule set by the District, and pursuant to the bid specifications, damage will be sustained by the District, it will be impractical, and extremely difficult to ascertain, and determine the actual damage sustained. Therefore, it is agreed that the successful CONTRACTOR shall pay to the District, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$\_\_\_\_\_ per calendar day for each and every calendar day that a delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the District, the District shall deduct the amount from any payment due or that may become due to the vendor under the contract.
- 1.2 "Electronic submission hereof is certification that the CONTRACTOR has read and understands the terms and conditions hereof, and that the CONTRACTOR'S principal is fully bound and committed." All County terms and conditions are found at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). CONTRACTORS must acknowledge the applicable terms and conditions that are checked at the bottom of Page 2 of this document.
- 1.3 CASH DISCOUNT \_\_\_% from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net). Cash discount shall be applied to grand total.
- 1.4 Delivery: \_\_\_ calendar days after receipt of order.
- 1.5 Please Check: \_\_\_ Disabled Veteran \_\_\_ Local Business - if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference please submit the Form 116-260.
- 1.6 If CONTRACTOR experiences technical issue with the online bidding process, CONTRACTOR must contact the Procurement Contract Specialist (PCS) for further bid submission instructions. CONTRACTOR must contact the appropriate PCS a minimum of 1 hour prior to bid close time of 1:30 p.m.

### 2.0 PURPOSE/BACKGROUND

Riverside County Flood Control and Water Conservation District (District) is soliciting quotations for Janitorial Services as detailed in this RFQ.

The District is a public agency formed for the purpose to protect people, property and watershed from damage or destruction from flood and stormwaters, and to conserve, reclaim and save such waters for beneficial use. This request for quote (RFQ) is for the procurement of public works services, namely **Janitorial Services**, for its owned building(s) located at 1995 Market Street, Riverside, CA 92501. The District currently has eight (8) buildings located on its campus, of those eight, five (5) of them require janitorial services.

The five buildings that will require janitorial services are Buildings 1 & 1A which are connected with breezeways on both the east and west sides of the buildings, Building 2, Building 4, and Building 6. The square footages are as follows:

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• Building 1	<u>27,150 sf</u>
• Building 1A	<u>33,069 sf</u>
• Building 6	<u>2,163 sf</u>
• Building 2 Garage Break Room	<u>340 sf</u>
• Building 2 Garage Supervisor's Office	<u>300 sf</u>
• Building 2 Garage Receiving Office	<u>150 sf</u>
• Building 2 Garage Restroom	<u>240 sf</u>
• Building 4 Locker & Restroom	<u>412 sf</u>
• Building 4 Common Area, Offices, Hallways	<u>1,809 sf</u>

The number of Dumpsters that are accessible to Janitorial Staff and Locations:

- One (1) Trash Dumpster
- One (1) Recycle Dumpster

The Dumpsters are located outside of the westerly breezeway connecting Buildings 1 & 1A. The District's public office hours are 7:30 a.m. to 5:30 p.m. Monday through Thursday. However, employees with flexible schedules are in the buildings from 6:00 a.m. to 6:00 p.m. on most days and a minimal number of staff are in the buildings on Fridays. The District recognizes approximately 11 legal holidays throughout a calendar year, the list of holidays will be provided to the awarded CONTRACTOR.

\*The District may be reverting back to a regular schedule that includes full staff on Fridays, and at such time Janitorial Services will have to adjust accordingly.

2.1 Request for Quote Overview - The District is seeking janitorial cleaning services, inclusive of all the required labor, cleaning equipment, tools and materials as outlined in the more detailed Scope of Work section of this RFQ. The District is offering a one-year agreement with four (4) one-year extensions. It is the CONTRACTOR'S responsibility to assess the necessary labor required based on the Scope of Work.

The bid shall be quoted based on an all-inclusive lump sum, per month, cost for the agreed Scope of Work including an additional hourly rate for any ad-hoc work requested that is outside the regular Scope of Work. The agreed price shall be constant with annual increase considered on a performance based review. The CONTRACTOR must utilize prevailing wages in their bid and employee pay.

The District is seeking services commencing July 1, 2013. Either party may cancel the contract with a 30-day written notice.

Services are broken down by building, area, daily, weekly, monthly, quarterly, semi-annual and annual. Most of the services are to be performed after public office hours. CONTRACTOR shall also be available for ad hoc cleaning services on an on-call agreed upon fee for after public hours work and during the day for restricted area work (server room). CONTRACTOR may perform window washing during public hours with prior approval of the Building Facility Manager.

2.2 Scope of Work Cleaning – See table: *Janitorial Scope (2) 3.20.2013*

**REQUEST FOR QUOTE #FCARC-91039 JANITORIAL SERVICES 2.7 SCOPE OF WORK LIMITS**

	<b>TASK</b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI- ANNUAL</b>	<b>ANNUAL</b>
	<b>BLDG.1A - LOBBY</b>							
1	Empty wastebaskets	X						
2	Empty recycle trash and shredders	X						
3	Clean lobby countertop with spray provided	X						
4	Dust and clean glass on survey display case and public notice display case	X						
5	Spot clean reception lobby glass including front door and windows surrounding door	X						
6	Dust furniture (seating, tables, large file cabinet between cubicles)	X						
7	Clean and sanitize drinking fountain	X						
8	Remove fingerprints from doors, frames, light switches, kick and push plates	X						
9	Dust pictures, certificates on walls, exposed shelves			X				
10	Remove dust and cobwebs from ceiling areas, around doors and windows (floor to ceiling)			X				
11	Dust air diffuser outlets in ceiling			X				
12	Damp clean diffuser outlets					X		
13	Wash wastebaskets	as needed						
	<b>LOBBY FLOORS</b>							
1	Detail vacuum common area and cubicles	X						
2	Dust mop	X						
3	Spot mop	X						
4	Damp mop			X				
5	Machine scrub, spray buff, refinish tile floor					X		
6	Clean and polish baseboards						X	
	<b>BLDGS 1 AND 1A CONFERENCE ROOMS AND ENCLOSED OFFICES</b>							

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	<b>TASK</b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>	<b>ANNUAL</b>
1	Empty wastebaskets	X						
2	Empty recycle trash and shredders	X						
3	Spot clean windows in offices and Watershed Conference Room	X						
4	Dust furniture (seating, tables, file cabinets and shelving)	X						
5	Remove fingerprints from doors, frames, light switches, kick and push plates	X						
6	Dust pictures, certificates on walls, exposed shelves, window sills			X				
7	Remove dust and cobwebs from ceiling areas, around doors and windows (floor to ceiling)			X				
8	Dust Venetian blinds			X				
9	Dust air diffuser outlets in ceiling			X				
10	Damp clean diffuser outlets			X				
11	Vacuum			X				
12	Wash wastebaskets	as needed						
	<b>BLDG. 1 AND 1A RESTROOMS, BLDG. 1A SHOWER AREAS, CHIEF'S RESTROOM</b>							
1	Clean, sanitize and polish all fixtures including sinks, toilet bowls, toilet seats and urinals	X						
2	Clean and sanitize all flush rings, drain and over-flow outlets	X						
3	Clean and polish mirrors	X						
4	Empty all containers and disposal units, insert liners as required	X						
5	Clean and sanitize exterior of all containers	X						
6	Remove spots, stains, splashes from wall area adjacent to sinks	X						

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	<b>TASK</b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>	<b>ANNUAL</b>
7	Remove fingerprints from doors, frames, light switches, handles, push and kick plates, etc.	X						
8	Refill all dispensers to normal limits - soap, tissue, towel and seat covers	X						
9	Spot clean stall partitions	X						
10	Sweep, clear debris from floors	X						
11	Damp mop all floor surfaces, vacuum where carpeted	X						
12	Wash and sanitize stall partitions			X				
13	Replace urinal screens and cartridges (provided by District)			X				
14	Clean shower units			X				
15	Dust diffuser outlets in ceiling				X			
16	Clean diffuser outlets					X		
17	Replace room deodorizer cans	As Needed						
18	Replace batteries in room deodorizers and automatic soap dispensers	As Needed						
	<b>FPM/ERS LIBRARY, DESIGN LIBRARY, ADMIN. FILE RM., COPIER RMS., PLOTTER RM.</b>							
1	Empty wastebaskets	X						
2	Empty recycle trash and shredders	X						
3	Dust furniture (seating, tables, file cabinets and shelving)	X						
4	Remove fingerprints from doors, frames, light switches, kick and push plates	X						
5	Remove dust and cobwebs from ceiling areas, around doors and windows (floor to ceiling) including sky lights			X				
6	Dust air diffuser outlets in ceiling			X				

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7	Damp clean diffuser outlets			X				
8	Vacuum			X				
9	Wash wastebaskets	as needed						
	<b>SERVER ROOMS</b>							
	<b>NOT INCLUDED</b>							
	<b>BLDGS. 1 AND 1A BREAK ROOMS</b>							
1	Empty all containers and disposal units, insert liners as required	X						
2	Clean and sanitize exterior of all containers	X						
3	Dust furniture (seating, tables, bookshelves), around bulletin boards and framed awards	X						
4	Clean and sanitize drinking fountain	X						
5	Remove fingerprints from cabinets with specified cleaner	X						
6	Clean countertops	X						
7	Sweep, clear debris from floors	X						
8	Clean, sanitize and polish all fixtures and ALL appliances	X						
9	Dust Venetian blinds			X				
10	Damp mop all floor surfaces			X				
11	Wax floors per specs attached				X			
12	Dust diffuser outlets in ceiling				X			
13	Clean diffuser outlets					X		
	<b>TRAILER, COMMON AREAS AND OFFICES</b>							
1	Empty wastebaskets	X						
2	Empty recycle trash and shredders	X						
3	Empty all containers and disposal units, insert liners as required	X						
4	Clean and sanitize exterior of all containers	X						



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	<b>TASK</b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI- ANNUAL</b>	<b>ANNUAL</b>
5	Clean countertops and tabletops	X						
6	Clean, sanitize and polish all fixtures, appliances and sink	X						
7	Remove fingerprints from doors, frames, light switches, kick and push plates	X						
8	Dust tables, bookshelves, exposed filing cabinets, bookcases, shelves & dividers, around bulletin boards and framed pictures	X						
9	Remove dust and cobwebs from ceiling areas, around doors and windows (floor to ceiling)			X				
10	Dust air diffuser outlets in ceiling			X				
11	Damp clean diffuser outlets			X				
12	Vacuum			X				
13	Wash wastebaskets	as needed						
	<b>GARAGE RESTROOM</b>							
1	Clean, sanitize and polish all fixtures including sinks, toilet bowls, toilet seats and urinals	X						
2	Clean and sanitize all flush rings, drain and over-flow outlets	X						
3	Clean and polish mirrors	X						
4	Empty all containers and disposal units, insert liners as required	X						
5	Clean and sanitize exterior of all containers	X						
6	Remove spots, stains, splashes from wall area adjacent to sinks	X						

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	<b>TASK</b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>	<b>ANNUAL</b>
7	Remove fingerprints from doors, frames, light switches, handles, push and kick plates, etc.	X						
8	Refill all dispensers to normal limits - soap, tissue, towel and seat covers	X						
9	Spot clean stall partitions	X						
10	Sweep, clear debris from floors	X						
11	Damp mop all floor surfaces, vacuum where carpeted	X						
12	Wash and sanitize stall partitions			X				
13	Replace urinal screens and cartridges (provided by District)			X				
14	Clean shower units			X				
15	Dust diffuser outlets in ceiling				X			
16	Clean diffuser outlets					X		
17	Replace room deodorizer cans	As Needed						
18	Replace batteries in room deodorizers and automatic soap dispensers	As Needed						
	<b>GARAGE BREAK ROOM</b>							
1	Empty all containers and disposal units, insert liners as required	X						
2	Clean and sanitize exterior of all containers	X						
3	Dust furniture (seating, tables, bookshelves), around bulletin boards and framed awards/ pictures	X						
4	Clean countertops	X						
5	Sweep, clear debris from floors	X						
6	Dust mop	X						
7	Damp mop				X			

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8	Clean, sanitize and polish all fixtures, appliances and sink	X						
9	Spot clean windows	X						
	<b>GARAGE SUPERVISOR'S OFFICE, RECEIVING OFFICE</b>							
1	Empty wastebaskets	X						
2	Empty recycle trash and shredders	X						
3	Dust furniture (seating, tables, file cabinets and shelving)	X						
4	Remove fingerprints from doors, frames, light switches, kick and push plates	X						
5	Remove dust and cobwebs from ceiling areas, around doors and windows (floor to ceiling)			X				
6	Dust air diffuser outlets in ceiling			X				
7	Damp clean diffuser outlets			X				
8	Wash wastebaskets	as needed						
	<b>BLDG. 4 RESTROOMS, LOCKER ROOMS AND SHOWERS</b>							
1	Clean, sanitize and polish all fixtures including sinks, toilet bowls, toilet seats and urinals	X						
2	Clean and sanitize all flush rings, drain and over-flow outlets	X						
3	Clean and polish mirrors	X						
4	Empty all containers and disposal units, insert liners as required	X						
5	Clean and sanitize exterior of all containers	X						

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6	Remove spots, stains, splashes from wall area adjacent to sinks	X						
7	Remove fingerprints from doors, frames, light switches, handles, push and kick plates, etc.	X						
8	Refill all dispensers to normal limits - soap, tissue, towel and seat covers	X						
9	Spot clean stall partitions	X						
10	Sweep, clear debris from floors	X						
11	Damp mop all floor surfaces	X						
12	Wash and sanitize stall partitions			X				
13	Replace urinal screens and cartridges (provided by District)			X				
14	Clean shower units			X				
15	Dust diffuser outlets in ceiling				X			
16	Clean diffuser outlets					X		
17	Replace room deodorizer cans	As Needed						
18	Replace batteries in room deodorizers and automatic soap dispensers	As Needed						
	<b>BLDG. 4 COMMON AREA, ASSISTANT SUPERVISOR'S OFFICE, HALLWAYS, SURVEY FIELD OFFICE</b>							
1	Empty wastebaskets	X						
2	Empty recycle trash and shredders	X						
3	Dust furniture (seating, tables, file cabinets and shelving)	X						
4	Remove fingerprints from doors, frames, light switches, kick and push plates	X						

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5	Remove dust and cobwebs from ceiling areas, around doors and windows (floor to ceiling)			X				
6	Dust air diffuser outlets in ceiling			X				
7	Damp clean diffuser outlets			X				
8	Wash wastebaskets	as needed						
	<b>MISCELLANEOUS</b>							
1	Clean and service cigarette urns	X						
2	Clean and sanitize drinking fountains in hallways							
3	Clean exterior windows						X	
4	Clean interior windows						X	
5	Wash Venetian blinds						April & Nov.	
6	Shampoo carpets						April & Nov.	

2.3 Scope of Work – As Needed, Out of Scope Cleaning - The District requests an hourly rate for as-needed Janitorial Services due to extra building activity (training classes or meetings). Generally these services would be wiping down conference room tables and counters, and emptying trash in the conference rooms and any additional cleaning the restrooms may require. Actual work is coordinated by the Building Facility Manager.

**The following is not included in the Scope of Work**

Unsupervised access to the sever room – Janitorial Services in the server room will go on a supervised, on-call basis, with work coordinated by the Building Facility Manager, using the out of scope hourly rate for services.

2.4 General Assumptions

- The CONTRACTOR shall provide competent, trained and experienced staff of the highest standards.
- The CONTRACTOR shall consider and plan for appropriate labor resources for illness, vacation and other loss time events so service to the District continues uninterrupted.

- The CONTRACTOR shall provide all necessary equipment, tools and materials for cleaning services with the exception of what is provided by the District. Materials to be included but are not limited to:  
***Paper Towels, Toilet Paper, Toilet Seat Protectors, Foaming Hand Soap (that works with our dispensers), Garbage Bags, Disinfectant, Vacuum, Dusters, Buckets, Squeegee, Personal Protective Equipment and other items needed to complete work as outlined. EXCLUDED are Hand Sanitizer and Dish Soap.***
- The CONTRACTOR shall be responsible for any costs, fees, or fines due to misuse of the building's alarm system.
- The CONTRACTOR will work cooperatively with the Building Facility Manager.
- The CONTRACTOR will be responsible for any loss of District property due to errors, mistakes, malfeasance or misfeasance of its employees.
- The CONTRACTOR shall maintain appropriate insurance and Worker's Compensation coverage for their employees.

2.5 Required Proposal Format (CONTRACTOR'S proposal must include the following)

- An outline of work to be completed addressing the Scope of Work.
- An outline of equipment, materials and supplies the CONTRACTOR will provide for the project.
- CONTRACTOR'S experience in delivery of the services requested.
- A biography of the primary contact person assigned to the project that will be completing services.
- Project bid quoted all-inclusive lump sum, per month, cost for the Scope of Work including an additional hourly rate for any ad-hoc work requested that is outside the regular Scope of Work. The CONTRACTOR must utilize prevailing wages in their bid and pay.
- References.

2.6 Undocumented Workers - This contract involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. CONTRACTORS are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. 1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the CONTRACTOR for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the CONTRACTOR from receiving future District contracts.

2.7 Janitorial Scope of Work Limits:

See attached map(s)

### **3.0 TIMELINE**

### **DATES:**

1. RELEASE OF REQUEST FOR QUOTATION
  - 1.a MANDATORY JOB WALK AT RCFC
2. DEADLINE FOR SUBMISSION OF QUESTIONS  
CONTRACTORS must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.
3. DEADLINE FOR QUOTATION SUBMITTAL  
Bid results are posted on PublicPurchase.com
4. TENTATIVE DATE FOR AWARDED CONTRACT

May 30, 2013  
June 11, 2013  
Time: 9:00 a.m.  
**Must be submitted by:**  
**Date: June 13, 2013**  
**Time: 1:30 p.m.**  
  
**June 20, 2013** at 1:30 p.m.  
  
5-90 days, contingent upon lowest bidder meeting all of the bid specifications. (6/10/2013)

### **4.0 PERIOD OF PERFORMANCE**

The period of performance shall be for five (5) year(s), with each year renewable in one-year increments, with the completion date of 6/30/2018, with no obligation by the District to purchase any specified amount of services.

### **5.0 GENERAL REQUIREMENTS**

#### **Procedures for Submitting Quotations**

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

The District reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The District shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

**Late quotations will not be accepted.** Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

### **6.0 METHOD OF AWARD (Specifications)**

Quotations will be evaluated based upon criteria determined to be appropriate by the District, which may include but are not necessarily limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ FCARC-91039
- c. Prompt payment discounts on 30 days or less
- d. Product acceptability
- e. Service/Customer Support
- f. References

The District reserves the right of award in regard to any other factors the District determines to be appropriate.

## **7.0 EVALUATION PROCESS**

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the CONTRACTOR to contact any other District representative may result in disqualification of the CONTRACTOR. The District recognizes that prices are only one of several criteria to be used in judging an offer, and the District is not legally bound to accept the lowest offer.

## **8.0 INTERPRETATION OF RFQ**

The CONTRACTOR must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any CONTRACTOR planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and [PublicPurchase.com](http://PublicPurchase.com). The District is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and [PublicPurchase.com](http://PublicPurchase.com).

## **9.0 CANCELLATION OF PROCUREMENT PROCESS**

The District may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the CONTRACTOR; otherwise, the CONTRACTOR agrees that all documents provided may be released to the public after bid award.

The District reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the District.

## **10.0 COMPENSATION**

**10.1** The District shall pay the awarded CONTRACTOR for equipment and services performed, after the equipment are installed and tested to the satisfaction of the District. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to the District by awarded CONTRACTOR. The District shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

**10.2** No price increases will be permitted during the first year of the award. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the District. The District requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30 days advance written notice is required for consideration and approval by the District. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index - All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Janitorial



Services and be subject to satisfactory performance review by the District and approved (if needed) for budget funding by the Board of Supervisors.

### 11.0 BACK ORDERS

Backorders  not accepted  accepted – if accepted, give details  
Substitutions  not accepted  accepted – if accepted, give details

### 12.0 WARRANTY

CONTRACTOR shall provide a warranty that includes all parts and labor. Awarded CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded CONTRACTOR'S Company warranty. Awarded CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded CONTRACTOR. REMANUFACTURED equipment is not accepted.

### 13.0 DELIVERY

Delivery appointments **MUST** be made with the **Riverside County Flood Control and Water Conservation District**, 72 hours prior to scheduled delivery date. The contact person will be provided upon award of bid. The District will not be responsible for cost incurred due to shipments attempted during non-receiving hours or unscheduled deliveries. All delivery of products must be F.O.B. Destination. Delivery address:

**Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Attn: Imad Guirguis  
Ph.: 951.955.1210  
Between 8:00 a.m. to 4:00 p.m.**

### 14.0 USE BY OTHER POLITICAL ENTITIES

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and the District shall in no way be responsible to CONTRACTOR for other entities' purchases.

### 15.0 "OR" EQUAL

If a reference to a specific brand name is made in these bid specifications, the brand name is illustrative and to be construed as a specification, which describes a component that has been tested or evaluated by the District as best meeting specific operational, design, performance, maintenance, quality, reliability standards and requirements of the District, thereby incorporating these requirements by reference within the specification. An equivalent ("or equal") may be offered by the CONTRACTOR, subject to testing or evaluation by the District prior to award of contract. The District shall be the sole judge of whether any proposed item will fulfill its requirements for the District's intended purpose and reserves the right to reject proposed item as non-responsive. It shall be the sole responsibility of the CONTRACTOR to provide, at CONTRACTOR'S expense, any product information, test data and other information or documents the District may require fully evaluating or

demonstrating the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing), may be required as a condition of acceptance at a qualified test facility at the CONTRACTOR'S expense.

#### **16.0 CONFIDENTIALITY AND PROPRIETARY DATA**

Subsequent to the District's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable; Federal regulations may take precedence over this language.

**EXHIBIT A**

**COST SHEET**

**Provide cost for the services listed below:**

**Cost for service: Monthly \_\_\_\_\_ Yearly \_\_\_\_\_**  
**Hourly Rate for "ad-hoc" work: \_\_\_\_\_**

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print)

REPRESENTATIVE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Print Name)

DELIVERY DATE: \_\_\_\_\_ DELIVERY LEAD TIME – STATE IN CALENDAR DAYS \_\_\_\_\_

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_

Bid must be complete and signed by the company's Authorized Agent.

Signed Cost Sheet denotes that all Services requested in this RFQ and particularly in the Scope of Work Limits can be provided for the Monthly Cost as stated above.

**EXHIBIT B**

**Local Business Qualification Affidavit**

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

**Definition of Local Business**

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business". To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least six (6) months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_ Number of Company Employees at this address: \_\_\_\_\_

If less than 6 months, list previous

Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_ Jurisdiction \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

**Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.**

**EXHIBIT C**

**DISTRICT PLAN VIEW AND BUILDINGS 1 & 1A SEATING CHART**

(Attached)

**COUNTY OF RIVERSIDE**  
**GENERAL CONDITIONS – PERSONAL/PROFESSIONAL SERVICES**

**GENERAL:** The services set forth in this Agreement shall be furnished by CONTRACTOR subject to all the terms and conditions listed here in which CONTRACTOR in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

**TERMS**

- 1.0 CONTRACTING OFFICER:** The County has designated the Purchasing Agent and/or his designee (County).
- 2.0 ASSIGNMENT:** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.
- 3.0 PUBLICATION REPRODUCTION AND USE OF MATERIAL:** The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by County pursuant to this Agreement shall be the sole property of the County; and may be used by the County for any purpose County deems to be appropriate, including, but not limit to, duplication and/or distribution within the County or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the County.
- 4.0 HOLD HARMLESS/INDEMNIFICATION:** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification of County. CONTRACTOR'S obligations hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County.
- 4.1** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.
- 4.2** CONTRACTOR'S indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to County pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to County of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for County the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.
- 5.0 WAIVER OF DEFAULT:** Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.

**6.0 AVAILABILITY OF FUNDING:** The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of county funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

**7.0 INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE:** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the County or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the CONTRACTOR'S conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the County shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The County may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the County because of the CONTRACTOR'S failure to perform.

**7.1** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory official to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**8.0 TERMINATION:** County may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**8.1** County may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

**8.2** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to County and deliver in the manner as directed by County any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to County.

**8.3** After termination, County shall make payment only for CONTRACTOR'S performance up to the date of termination in accordance with this Agreement and at the rates set forth in the executed Agreement or proposal accepted by the County.

**8.4** CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**8.5** The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**9.0 DISPUTES:** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**9.1** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**10.0 ALTERATION OR CHANGES TO THE AGREEMENT:** The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**10.1** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**11.0 INDEPENDENT CONTRACTOR:** The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the County. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that the CONTRACTOR in the performance of this Agreement is subject to the control or direction of County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**12.0 SUBCONTRACT FOR WORK OR SERVICES:** No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the County; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**13.0 INTEREST OF CONTRACTOR:** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to County pursuant to this Agreement, free from all liens, claims or encumbrances.

**14.0 CONDUCT OF CONTRACTOR:** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the County of all the CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with the County's interests.

**14.1** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**14.2** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

**15.0 NON-DISCRIMINATION:** CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**16.0 DISALLOWANCE:** In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by County for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to the CONTRACTOR.



**17.0 GOVERNING LAW/SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**18.0 INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

**18.1 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**18.2 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**18.3 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

**18.4 Professional Liability Insurance (If applicable):** CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**18.5 General Insurance Provisions - All lines:**

- a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of

Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e) The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

**19.0 AIR, WATER POLLUTION CONTROL, and SAFETY AND HEALTH:** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

**20.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES:** Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the County to be in its best interest. The County reserves the right to purchase more or less than the quantities specified in this Agreement.

**21.0 USE BY POLITICAL ENTITIES:** The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

**22.0 LICENSING AND PERMITS:** CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the County. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**23.0 OSHA Regulations:** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**24.0 CONFLICT OF INTEREST:** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable County policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**25.0 CONTRACTOR'S RESPONSIBILITY:** CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the County relies upon this representation. CONTRACTOR shall perform to the satisfaction of the County and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California. Acceptance by the County of the CONTRACTOR'S performance under this Agreement does not operate as a release of CONTRACTOR'S responsibility for full compliance with the terms of this Agreement.

**25.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

**25.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR'S obligations under this Agreement. The CONTRACTOR shall promptly transmit to the County all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the County, any such information to anyone other than the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**25.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

**26.0 FORCE MAJEURE:** If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**27.0 EDD REPORTING REQUIREMENTS:** In order to comply with child support enforcement requirements of the State of California, the County may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the County within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call 916.657.0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).