



CITY OF LANCASTER

44933 Fern Avenue

Lancaster, CA 93534

REQUEST FOR PROPOSAL NO. 830-24

**LANCASTER POLICE DEPARTMENT CUSTODIAL
SERVICES**

SUBMISSION DEADLINE

June 14, 2024

BY 2:00 P.M.

(13:59:59– ACCORDING TO THE CITY’S OFFICIAL PROPOSAL CLOCK)

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL

“RFP 830-24 Lancaster Police Department Custodial Services”

44933 FERN AVENUE

LANCASTER, CA 93534

For questions concerning this RFP contact by email:

bidinquiries@cityoflanasterca.gov

**NOTICE REQUESTING PROPOSALS (RFP) FOR
LANCASTER POLICE STATION CUSTODIAL SERVICES**

The City of Lancaster (City) is a charter City incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north. The City is the largest City in the Antelope Valley, with a population of 160,000 across 94 square miles.

The City is seeking proposals from interested and qualified individuals, organizations, or firms, hereinafter referred to as “Contractor,” with expertise and understanding of provision of professional custodial services.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying services to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

The services to be performed by the successful Contractor are described in **Section 3** of this RFP.

A pre-proposal meeting will be held on Wednesday, June 5, 2024. This meeting is recommended and not mandatory. The meeting will be from 8:30 AM to 10:00AM at the **Lancaster Police Department at 44811 Sierra Highway in Lancaster, CA**. Please contact Purchasing at bidinquiries@cityoflancafterca.gov for questions regarding this meeting. The subject line should be **Questions - RFP 830-24 Lancaster Police Department Custodial Services**.

The City of Lancaster reserves the right to reject any or all proposals, to delete portions of any and all proposals, to waive any informality or irregularity in any proposal received or in the RFP procedures, and to be the sole judge of the merits of the qualifications received. Be advised that unauthorized conditions, limitations, or provisions attached to the Proposal may render it unresponsive and may cause its rejection. The completed Proposal forms shall be submitted without interlineations, alterations, or erasures. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The award, if made, will be made to the most qualified vendor based on the criteria set forth in the RFP documents.

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**REQUEST FOR PROPOSAL
LANCASTER POLICE DEPARTMENT CUSTODIAL SERVICES**

SECTION 1. INTRODUCTION AND GENERAL INFORMATION

Instructions to Contractors

The City of Lancaster (the “City”) is requesting proposals for Custodial Services for the Lancaster Police Department in accordance with this Request for Proposal (RFP). The selected Contractor will provide Custodial Services to the Lancaster Police Department as detailed in this RFP. The Contractor shall provide all equipment, supplies, insurance, training, and personnel to provide the services as described in this RFP.

Questions Regarding this RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing to **bidinquiries@cityoflanasterca.gov** prior to 11:00 a.m. June 4, 2024.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Contractor.

Clarification Statements

For clarification purposes, the words “Contractor”, “Vendor”, “Supplier”, “Company”, “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”, “Quote”, and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

No Contact Policy

After the date and time established for receipt of proposals by the City, any contact initiated by any Contractor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Contractor from this procurement transaction.

Proprietary Material

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and

information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

Examination of RFP and Work Site

The Contractor shall carefully examine the RFP and the locations/sites of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract documents.

Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Contractor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

Proposal Format and Content

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Contractor's demonstrated ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals (an original and three copies) shall not exceed 10 double-sided pages or 20 single-sided pages and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. Proposal Summary: This section shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this section to a total of three (3) pages including the separate sheet.

2. Profile on the Proposing Firm(s): This section shall include a brief description of the Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Proposer firm's financial stability, capacity, and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

3. Qualifications of the Firm: This section shall include a brief description of the Proposer's and any sub-Proposer's qualifications and previous experience on similar or related projects.

4. Work Plan or Proposal: This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section for the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

5. Project Staffing: This section shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

6. Copy of License: Please provide a copy of the City of Lancaster Business License

7. Cost Proposal: Provide a fee schedule/pricing information for the project as referenced in the attached **Appendix D**. Proposals shall be valid for a minimum of 180 days following submission.

This section shall include all proposed costs to provide the services desired.

8. Exceptions to Professional Services Agreement: The Proposer shall list any

exceptions to the Professional Services Agreement/insurance requirements (Appendix C – Sample Agreement).

9. Signature Sheet: Complete the included Signature Sheet and include it with the Proposal submission.

Evaluation of Proposals

A committee of at least three staff shall evaluate all Proposals. All Proposals shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. Proposals that have not met the minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP or the City’s **Sample Agreement (Appendix C)** will be rejected as non-responsive.

Proposals will be evaluated on the following criteria:

- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer 30%
- Qualifications and Experience of Business 25%
- Responsiveness and Completeness of Proposal 5%
- Verification of References 5%
- Local Preference (Lancaster) 5%
- Proposed Cost to Provide Services 30%

The City reserves the right to award the Contract as complete, or any part thereof, as deemed to be in the best interest of the City.

The City reserves the right to make observations of existing sites being maintained by the Contractor to evaluate the facilities and/or sites and determine the level of maintenance being performed. These visual observations, if made, will be used in the evaluation process.

The most qualified Company(ies) may be asked to participate in an oral interview to discuss in greater detail the content of their Proposal. The City will notify finalists, if interviews are conducted, of the date and time of the interview.

The most highly qualified Company/Contractor shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Services, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Services. If the City is unable to obtain a fair and reasonable price or cannot reach an agreement regarding the terms and compensation for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City can reach an agreement with a qualified Company.

Rejection of Proposals

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

Errors and Omissions

If, prior to the date fixed for submission of Proposals, a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Contractors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Contractors who have furnished or requested an RFP.

If a Contractor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Contractor, or an error that reasonably should have been known to the Contractor, Contractor shall submit its Proposal at his/her own risk, and if Contractor is awarded a Contract, Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

Addenda to Proposal

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Contractors. Such Addendum shall also be posted on the City's website. Contractor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement.

Execution of Proposal

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Contractor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted. An individual submitting a Proposal shall

sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

Withdrawal of Proposal

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Consultant or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Proposals Become the Property of the City

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right make use of any information or idea contained in any Proposal.

Contractor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

List of Subcontractors

The Contractor shall submit with its Proposal a list of the name and address of each subcontractor who will perform work included in the Contract if awarded, and the portion of work that will be completed by each subcontractor.

Award of Contract

Award of Contract or rejection of Proposals will be made by the City within sixty (60) calendar days following the Proposal due date. The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or

all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Contractor whose Proposal best complies with the requirements of this RFP.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

Contract Term

The initial term of the Agreement will be for two (2) years beginning approximately July 1, 2024. At the option of the City, the Agreement may be extended for three (3) additional one (1) year terms based upon acceptable performance by the Contractor and acceptable fees, and subject to the same terms and conditions of the Agreement. The total term of the Agreement shall not exceed a total of five (5) years.

The contract is subject and contingent upon funds being appropriated by the City Council each fiscal year. If such appropriations are not made, the contract shall automatically terminate without penalty to the City.

Contract Documents – Precedence

In submitting a Proposal, the Contractor agrees to enter into an Agreement with the City in a substantially similar form to the **Appendix C: Sample Agreement** attached. The Agreement to be executed by the successful Contractor will generally conform to the content of the attached Sample Agreement; however, the City reserves the right to update the Agreement to its current standards at the time the City makes an award. Contractors are advised that the indemnification and insurance provisions contained in the Sample Agreement are mandatory and not subject to revision.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- Addenda, if any
- City Request for Proposals
- Contractor’s Response to the Request for Proposals

Execution of Agreement

After Contract award, the following Contract documents shall be signed and returned within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Contractor.

- A. Agreement in the form included herein, properly executed by the Contractor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy.

No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the rescission of the award. If the successful Contractor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

Cancellation

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

Outcome-Based Contract and Inspection & Problem Resolution Process

The City will regularly inspect the Contractor's work and determine whether the standards outlined in **Section 3: Scope of Work and Specifications** are being met. Contractor will be paid for all work that meets standards. The Contractor will not be paid for work that does not meet standards. If an area does not meet City standards, it will be considered "unsatisfactory." Contractor will not be paid for "unsatisfactory" work until conditions are improved and meet standards. Contractor will not be paid an additional amount for remedial work required to improve "unsatisfactory" areas. City staff will work closely with the Contractor's representatives to achieve the results described herein.

Administrative Contact

Any questions regarding contractual terms and conditions, proposal format, technical specifications, or Scope of Services requirements shall be directed to bidinquiries@cityoflancafterca.gov.

Due Dates

All Proposals are due by 11:00 (10:59:59) A.M. on June 10, 2024. Any Proposal received after the required time and date specified for receipt shall be considered late and non-responsive. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place by the time specified in this RFP. Any late Proposals will not be accepted.

Schedule of Events

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

Event	Date
RFP Distribution	May 30, 2024
Pre-Bid Meeting	8:30 am, June 5, 2024
Last Day to Submit Questions	11:00 am, June 7, 2024
Last Day to issue Addendum	June 10, 2024
Proposal Due Date	11:00 am, June 14, 2024
Proposal Evaluation by Committee and Selection Process	Week of June 17 – June 21, 2024
Expected Contract Award by City Council	June 25, 2024
Expected Contract Start	July 1, 2024

END OF SECTION 1

SECTION 2. GENERAL TERMS AND CONDITIONS

Definitions

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Change: Additions, deletions, or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of change order describing such change.

City: The City of Lancaster, a municipal corporation.

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

Contractor/Vendor: Any manufacturer, company, or agency providing services, equipment, software, or supplies for this RFP.

Day Porter: person(s) performing custodial and janitorial services. Responsible for ensuring a site is clean and sanitized, and looks neat and presentable.

Days: Calendar days unless specifically noted otherwise.

Extra Work: work that may be added on a contingency or as-needed basis. Work may be performed before or after the scheduled workday hours, during holidays or weekends, and as directed by the City.

Field Supervisor: person(s) designated by the Contractor to provide daily supervision of the work performed by the Contractor's staff. Field Supervisor shall be present during each workday and be responsible for meeting the standards of service detailed in the RFP.

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated.

Personal Protective Equipment (PPE): equipment worn to minimize exposure to

hazards that cause serious workplace injuries and illnesses. See OSHA guidelines on PPEs for additional information.

Project Manager: a person designated by the City of Lancaster to manage the Custodial Services contract, Contractor adherence to contract, and Contractor performance. Project Manager will act as the city's point of contact for communication with the Contractor regarding operations, performance, standards, and items related to the contract.

RFP: Request for Proposal

Safety Data Sheets: (formerly MSDS or Material Safety Data Sheets) per OSHA's Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), these are sheets for each hazardous chemical that communicates on these hazards.

Specifications: Part of the Contract Documents that adequately and completely describes the locations, dimensions, character, properties, requirements, and details of the Work to be performed by the Contractor.

Special Provisions: Contract Documents containing requirements that modify or supplement the General Conditions.

Work: Any and all labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Contractor to generate the results defined, indicated, or implied in the requirements described in the contract Statement of Work and/or Specifications.

Compliance with Law

The Contractor shall keep itself informed concerning—and shall render all services hereunder in accordance with—all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local government entity having jurisdiction in effect at the time service is rendered.

Licenses, Permits, and Training

The City requires the issuance of a City Business License as a condition precedent to being engaged as a contractor or Sub-Contractor within the City. The Contractor is responsible for applying for and obtaining a Business License from the City. The Contractor is responsible for ensuring that all Sub-Contractors apply and obtain a Business License from the City. The Contractor shall submit proof of Business License at the time he/she provides the City with

the required certificates of insurance and endorsements.

The Contractor is responsible for obtaining the required training for their employees for the handling and application of chemicals and other materials related to the custodial service as stated in this RFP. The Contractor shall ensure that all Sub-Contractors obtain such training as well. The Contractor shall submit proof of the relevant permits, certifications, and training records at the time he/she provides the City with the required bond and certificates of insurance and endorsements and as requested by the Project Manager. The Contractor shall maintain updated and current all certifications, licenses, and training for the duration of the term(s).

The City will provide a list of chemicals and materials intended for use at the site after the Contractor is selected and at the same time the Agreement is routed for signatures.

Contractor's Vehicles

All vehicles used by the contractor to provide the services detailed herein shall have the company name visible on the vehicle. The logo shall be consistent on all vehicles. Vehicles shall be clean and properly maintained.

Uniforms and Personal Protective Equipment (PPE)

All employees shall wear similar and identifiable uniforms showing the first name of the employee and the name of the company. If the City feels that improper clothing is being worn, the Field Supervisor will be instructed to make the necessary changes. Contractor employees must wear City-provided badges per **Section 2: General Terms and Conditions – Security**. The City reserves the right to deny access to City sites to persons wearing improper uniforms or without their City-assigned badge.

Contractor employees must wear proper Personal Protective Equipment at all times where required. Contractor shall supply all uniforms and PPEs.

Security

All Contractor employees shall undergo a background check, pre-employment drug screening, and security check paid for by the Contractor prior to being allowed to start work. The City reserves the right to approve any and all Contractor employees to work on site and to perform its own background checks of all Contractor employees.

The minimum level of security check shall consist of the following:

- E-Verify – Social Security Number (SSN) trace report on a national scale verifying full name and/or aliases and current and previous addresses.
- Criminal history search for felony and misdemeanor records conducted on a county-by-county basis using the full name (and maiden name/aliases as applicable), date of birth, and social security number.

- The search shall be conducted in the employee's current county of residence and prior counties with a history of residence, education, or as revealed by the SSN trace.

The Contractor shall submit a report to the City certifying that security checks returned no information on criminal history. If the Contractor wishes to utilize an employee on this contract that has a history of criminal activity or moving violations, the City must approve the use of that employee, and all violations must be disclosed to the City.

The City can supply the name of the firm that performs security checks for the City and the Contractor can use this firm at their expense. If the Contractor chooses to use a different company, the City must approve of the company prior to their use.

Upon City approval of Contractor employees, The City will provide and assign a Contractor Badge for each individual for access and identification. Contractor employees must use their individually assigned badge to gain access to the site and must wear the badge visibly at all times while on site. Contractor employees must be prepared to identify themselves immediately to City staff upon request. Sharing someone else's badge for access or identification will not be permitted.

Conduct While On Site: Contractor employees will be expected to conduct themselves in a friendly, courteous, and professional manner at all times. No inappropriate conduct will be permitted, including but not limited to:

- Using City assets for personal use
- Use of loud or abusive language, arguing
- Discussing controversial, non-work-related topics in common or public areas
- Viewing or discussing confidential information
- Taking materials off site
- Taking photos or video or recording of any part of the site (exterior or interior)
- Use of cell phones while on duty without written permission by the City
- Giving or accepting gifts to and from City staff
- Accessing unauthorized areas without prior permission by the City.

Inappropriate conduct by any Contractor employee may constitute a default and, if unremedied by the Contractor, a breach of the Agreement. Violations of conduct expectations or not following given instructions may also constitute a crime in some situations.

Contractor employees are not allowed to enter the site during unscheduled times.

Force Majeure

The time period(s) specified for performance of the services rendered pursuant to the Agreement shall be extended because of any delays due to unforeseeable causes beyond the control, and

without the fault or negligence, of the Contractor, including, but not restricted to: acts of God, acts of the public enemy, unusually severe weather (to be determined by the City), fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor will within five (5) days of the commencement of such delay notify the City in writing of the causes of the delay. The City will ascertain the facts and the extent of the delay, and extend the time for performing the services for the period of the enforced delay when and in the judgment of the City the delay is justified. The City's decision shall be final and conclusive upon the parties of this agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy being extension of the Agreement pursuant this section.

Liquidated Damages

It shall be agreed by the parties to the Agreement that time is of the essence and, in the event of a delay in starting the work or the delivery of goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of five hundred dollars (\$500.00) for each working day delay in completing the schedule and meeting the requirements of the scope of work set by the Contractor, as set forth in the Agreement beyond any timeline, due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement and shall be recovered by the City by removing the appropriate dollar amounts from the monthly invoices, or through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to force majeure provisions of the Agreement, provided the Contractor will notify the City in writing of the causes of delay within three (3) business days from the beginning of such delay. The Contractor shall bear the burden of proof to establish that any delay is subject to force majeure provisions of the Agreement.

Non-satisfactory performance: The Parties recognize and agree that if Contractor fails to clean or maintain the site as contracted in accordance with the terms of the Agreement, it is or will be impractical to determine the actual amount of damage caused by reason of such failure. It is therefore agreed that the City will deduct from its payments to the successful Contractor the following sums in the event of the following failures of performance:

- Failure to complete daily or weekly cleaning requirements \$250 per occurrence
- Failure to properly separate trash, recyclables and organics \$500 per occurrence
- 'Flooding' floors during top scrubbing or stripping \$1,000 per occurrence

- Failure to complete floor cleaning schedules \$500 per occurrence

Communication

The Contractor shall provide the City with a contact person (i.e. Field Supervisor) that will engage in daily communication with the City. The Contractor shall also provide the City with a contact person who directly manages the Field Supervisor and is responsible for his/her actions. The Contractor shall provide the City with the Field Supervisor and his/her manager's contact numbers for easy, efficient and effective access. The Contractor shall equip the Field Supervisor and his/her manager with a smart communication device (i.e. smart cell phone) for the purposes of dispatching, answering emergency calls, and to communicate with City staff during the workday.

The Contractor's Field Supervisor shall be in Lancaster each workday, for the duration of each workday, and shall be available to the City's Project Manager for scheduled and unscheduled visits to the site. The Field Supervisor's manager shall be available to the City's Project Manager for scheduled weekly visits to the site. For unscheduled visits, the City will provide the Field Supervisor's manager with a 24 hour notice when requesting a visit to the site.

Contractor shall ensure that at least one member of each Custodial crew and all Field Supervisors are proficient in the English language to ensure clear communication between City staff and Contractor personnel.

Inspection and Acceptance

All items and/or invoicing are subject to final inspection and acceptance by the City of Lancaster. Final inspection will be made within a reasonable time after receipt of items and services hereunder. The City reserves the right to withhold payment until inspection and acceptance of all work.

Excess Procurement Liability

The Contractor shall be liable to the City for all expenses incurred by the City in re-procuring elsewhere the same or similar items or services offered by the Contractor hereunder, should the Contractor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such re-procurement expense obligation by the Contractor shall be limited to the excess over the price specified herein for such items or services.

Indemnification

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened herein ("claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of

Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s reckless or willful misconduct, or arising from Contractor’s indemnitors’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;
- b. Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation, or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal cost and attorneys’ fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so, Contractor shall be fully responsible to indemnify City hereunder; and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional service hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of the Agreement.

Method of Payment

Payment will be made to the Contractor for all work performed and completed to the satisfaction of the City within thirty (30) days of invoicing by the Contractor. The Contractor shall invoice the City after the work has been completed and within thirty (30) days of completion of work. No advance payments shall be made to the Contractor. The Contractor shall provide a monthly invoice for all work performed, for each Category and Sub-Category listed separately as shown in

Exhibit D: Schedule of Pricing Proposal Schedule. The work performed each month must be identified in detail with each invoice. All payment requests for extra work must be accompanied by the City's written request for such work.

Adjustments to Contract

Cost Adjustments: Cost adjustments for the second and subsequent years will be made to the Contractor's annual prices using the annual indexes of the Consumer Price Index of all Urban Consumers (CPI-U), Los Angeles Region as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made the first month of each new contract year.

The Contractor shall make in writing a request of the City for any cost adjustments sixty (60) days prior to the end of the current contract year.

Extension of Contract: sixty (60) days before the end of the initial term of this contract, the Contractor shall advise the City in writing of its desire to have the term of the contract extended for an additional one (1) year period.

Approval of any contract extension is at the sole discretion of the City. Upon approval, the subsequent term will commence on the first month of the new contract term.

Insurance

See **Exhibit C: Sample Agreement** for language and sample of coverage and limits of insurance.

END OF SECTION 2

SECTION 3. SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF WORK

The services outlined in this RFP shall be performed at the Lancaster Police Department located at 44811 Sierra Highway in Lancaster, CA. This is a two-story building, and custodial services are to be performed on the first floor only. The first floor is approximately 140,000 square feet, with offices, cubicles, restrooms, gym, break rooms, lobby, and other rooms for storage and related functions.

The purpose of these specifications is to provide details and specifications so the Contractor can provide complete and effective custodial services to the site as described in this RFP. In addition to other guidelines and requirements found herein, the Contractor shall follow OSHA's Housekeeping Guidelines, including 29 CFR 1910.22, with the goal of keeping work surfaces in a clean, orderly, and sanitary condition at all times.

Custodial services shall include General Services as described below. Additive alternates shall include Floor Cleaning Services as described below. The Contractor shall provide the City with a work schedule detailing the sequence, timing, and frequency of the services stated within.

Base Custodial Services

General Services

The Contractor shall perform the following tasks with the frequencies detailed below. All General Services tasks shall be performed between 7:00AM and 5:30PM Monday through Friday. General Services tasks include:

- General Cleaning: the following tasks shall be performed daily and as determined by the City:
 - Empty all waste containers at the beginning and end of the workday, and during the day as necessary and place trash in dumpster accordingly.
 - Place waste from ORGANICS or COMPOST bins into Organics disposal dumpster or trash bin.
 - Place waste from RECYCLE bins into Recycled Waste dumpster or trash bin.
 - Place waste from TRASH cans into trash dumpster.
 - Trash cans shall be cleaned daily to include the bottom of the inside of the can prior to installing liners.

- While transporting trash, Contractor shall ensure that there are no liquids dripping.
 - Remove trash and empty boxes from custodial and janitorial closets daily.
 - Replace trash bags as needed.
- Clean all desks, file cabinets, tables, equipment and other office furniture.
- Clean all counter tops, removing handprints, ink and other marks. Dust all wood surfaces.
- Wipe down the conference and break room tables and ensure that chairs are neatly arranged.
- Clean and polish all drinking fountains.
- Remove cobwebs throughout entire facility.
- Sweep with chemically treated dust-mop all hard flooring, and damp-mop as needed to remove spills, stains, etc.
- Vacuum all carpeted areas. Spot clean as needed to remove spills, stains, etc.
- Spot clean windows, partitions and doors.
- Thoroughly clean lobby area, including floors, walls, doors and tables.
- Clean exterior walkways and steps as necessary.
- Remove any graffiti that can be removed with graffiti cleaner and as practical. Report discovered graffiti to the Project Manager.
- Place drainage mats in preparation for, and during rain events.
- Ensure that publicly accessible areas are dry and safe during rain events.
- Lock doors and secure the building as instructed by the Project Manager upon leaving facility.
- Related duties as directed by the Project Manager.
- Gym Cleaning: the following tasks shall be performed daily and as determined by the City:
 - Empty trash bins and replace bags per subsection General Cleaning.
 - Remove all loose debris and substances from floors.

- Wipe down and sanitize all machines, equipment, benches and high touch surfaces.
- Clean mirrors, countertops, chairs, and tables.
- Dust and wipe down all other surfaces.
- Vacuum carpeted areas and mop hard floors.
- Restroom Cleaning: the following tasks shall be performed daily and as determined by the City:
 - Empty all waste containers and replace bags per subsection General Cleaning.
 - Wipe down all toilets, urinals, sinks, wall tiles, mirrors, and bathroom fixtures with disinfectant and clean towels.
 - Toilet seats shall be wiped both at the top and bottom.
 - Toilet bowls shall be cleaned thoroughly to include the underside of the inside of the bowl.
 - Urinals, sinks, and all protruding fixtures shall be cleaned to include the underside of the units.
 - Clean and disinfect all urinals, toilets, showers, seating areas, high touch areas.
 - Clean all restroom partitions, sinks, countertops, mirrors, dispensers, faucets.
 - Clean and polish all chrome and stainless steel.
 - Clean exterior and interior of all doors.
 - Clean and disinfect diaper-changing stations.
 - Spot clean walls to remove smudges and marks.
 - Refill all dispensers, including dispensers for soap, paper towel, toilet paper, seat covers, and any other refillable unit.
 - Sweep and mop all floors with mop designated exclusively for use in restroom facilities.

Additive Alternates

Floor Maintenance: The City shall approve in writing the times and dates that the Contractor will perform Floor Maintenance tasks. In general, these tasks shall take place between the hours of 6:00PM and 7:00AM, upon City approval. Floor Maintenance processes include:

- Buff and polish all hard floors 8 times per year; this includes vinyl, wood, ceramic, laminate.
- Machine scrub all tile floors 2 times per year.
 - Strip and seal restroom ceramic floors.
- Strip and wax all vinyl floors 4 times per year.
- Clean carpet 2 times per year using a steam cleaner.
- The Contractor shall provide for the cleaning of types of flooring not detailed in this section. The frequency and product type shall be determined by the industry's best practices and upon approval by the Project Manager.

2. SPECIFICATIONS

General Specifications

The City and the selected Contractor will, during the pre-services meeting, confirm and finalize the work schedules and times outlined in the Scope of Work section. The Contractor shall provide the City with a complete work schedule, including the daily work that will be performed at the site. Any changes in scheduling shall be requested to and approved by the City in writing prior to the implementation of said changes.

Prior to starting work, the Contractor shall provide the City with copies of Safety Data Sheets for products the Contractor intends to use on site. The Contractor shall at all times have on site all Safety Data Sheets for all products used on site. The City reserves the right to approve the supplies, products, and equipment to be used by the Contractor on site.

Special Conditions

The Contractor will be required to clean up non-close-contact biological hazards such as blood, urine, feces, and vomit from solid surfaces. Contractor's staff is expected to be trained and able to clean up these types of spills, including when located on carpet, fabric, rugs, furniture, electronics, or any other surface requiring intensive or close-quarters cleaning efforts.

Custodial Supplies

Supplies and equipment provided by the Contractor include, but are not limited to:

- All mops, vacuums, brooms, brushes, cloths, buckets, detergents, wax, scouring powder, polishes, disinfectants, paper and liquid products not provided by the City, waxing machines, scrubbing machines, steam cleaning machines, spill kits, plastic liners for trash receptacles, PPE, and other tools, chemicals, and supplies necessary to satisfy the service

requirements of this RFP.

Custodial Equipment

The Contractor is responsible for providing all necessary equipment to perform the services outlined herein. The Contractor is responsible for the repair and replacement of all equipment it owns and utilizes to furnish these services. The City shall not have obligation to repair or replace Contractor's equipment.

The City will not provide storage for the Contractors equipment, tools supplies, and other items needed to provide the service. The City is not responsible for the damage or loss of Contractor's supplies or equipment. It is the sole responsibility of the Contractor to procure, secure, maintain, and, if necessary, replace supplies and equipment.

Items Provided by the City

The City will furnish:

- Electrical power, and hot and cold water on site.
- Dispensers for: hand soap, toilet tissue, paper towels, toilet seat covers, and sanitary napkins.
- Paper towels, toilet tissue, toilet seat covers, sanitary napkins, and hand soap. The City will provide storage on site for the items it will furnish to the Contractor.

Scheduling of Work

The City assumes there will be a 45-minute lunch period during each workday, which shall be at the discretion of the Contractor. Contractor staff break times shall be at a consistent time each day and, when on site, shall be monitored by the Field Supervisor.

Exceptions or modifications to the work schedules detailed in the Scope of Work may be made by the Project Manager when circumstances prohibit safe and efficient custodial services to be performed. The City may grant on an individual basis and in writing, permission to perform contract services at other hours. The City reserves the right to change work schedules to meet the needs of the City.

The Contractor shall conduct the work at all times in a manner which will not interfere with the site's business operations, the public, City staff, or any programs.

Interruptions to the Work

The City reserves the right to cancel daily work at any time and without prior notice. The Contractor shall bear the cost operations under such circumstances and the City shall make no additional payment.

END OF SECTION 3

SECTION 4 EXHIBITS

Exhibit A – Site Location

Exhibit B – Signature Sheet

Exhibit C – Sample Agreement

Exhibit D – Schedule of Pricing

Exhibit E – Floor Plan

EXHIBIT A: PROJECT LOCATION
Lancaster Police Department 44811 Sierra
Highway in Lancaster, CA

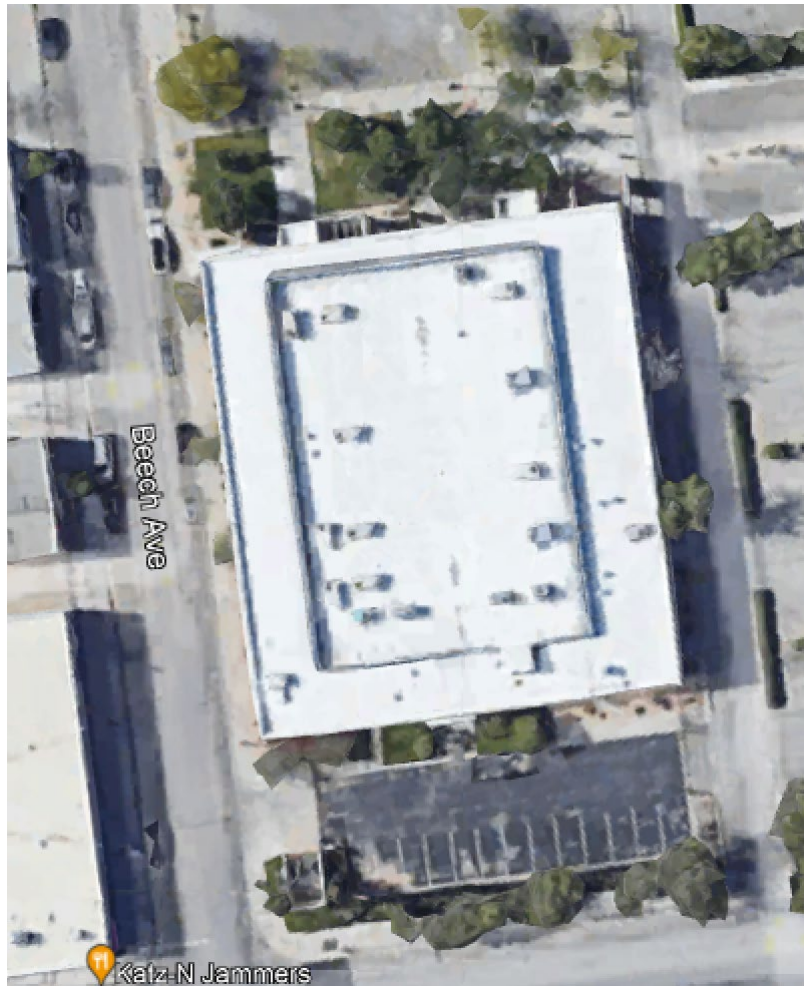


EXHIBIT B: SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 830-24.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Contractor hereby certifies that it has:

- Examined the local conditions.
- Read each and every clause of this RFP.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should conditions turn out otherwise than anticipated by it, the Contractor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm: Name

of Firm: _____

Address: _____

Fed ID No: _____

Name (print & sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference:** The OWNER'S RFP 830-24 and the CONTRACTOR'S proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.
5. **Precedence of AGREEMENT Documents:** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First: This AGREEMENT

Second: The OWNER'S RFP 830-24, all attachments and all addenda

Third: The CONTRACTOR'S proposal

6. **Description of Work:** OWNER hereby engage CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the services set forth in the "Scope of Services" attached hereto as EXHIBIT A. CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The PARCS Director or her/his designee shall have the right to review and inspect the work during its performance at such times as may be specified by the PARCS Director or her/his designee.
7. **Obligations of the OWNER:**
 - a. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the Scope of Services shall be paid at the rates included in the schedule of pricing, billed per quantity of work actually completed. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in EXHIBIT B attached hereto and made part hereof. CONTRACTOR must request CPI increase (not to increase more than 5%) for the upcoming year, if option to renew is exercised, sixty (60) days prior to contract renewal.
8. **Obligations of the CONTRACTOR**
 - a. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged in the performance of this AGREEMENT.
 - b. CONTRACTOR shall be responsible for payment of all employee's and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
9. **Payment of Prevailing Wage:**
 - a. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rate for this project. These rates are on file with the OWNER and copies will be made available to any interested party upon request. Attention is directed to the provisions of Section 1777.5 (Chapter 1411,

Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under her/him. Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- i. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five; or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- iv. When the CONTRACTOR provides evidence that she/he employs registered apprentices on all of her/his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if she/he employs registered apprentices or journeymen in any apprentice able trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and any subcontractor under her/him shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- b. The provisions of subsection *a* above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the prevailing wage provisions of this Section.
10. **Audit:** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.
 11. **Hold Harmless and Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorneys' fees,

incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents.

CONTRACTOR agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

12. **Amendments:** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the PARCS Director and the CONTRACTOR.
13. **Non-Discrimination and Equal Employment Opportunity**
 - a. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - b. The provisions of subsection *a* above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.
14. **Termination for Convenience:** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of the OWNER, become the OWNER'S property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.
15. **Default and Termination for Cause**
 - a. In the event CONTRACTOR fails to perform all or any part of this AGREEMENT, OWNER may in its sole and absolute discretion (i) terminate this AGREEMENT pursuant to paragraph B of this Section, (ii) deduct and withhold from the payments otherwise due under this AGREEMENT the applicable unit price set forth in CONTRACTOR'S Schedule of Pricing and Bid Schedule for the number of line items CONTRACTOR has failed to perform and provide written notice to CONTRACTOR of each such deduction as well as the reason(s)

therefor, and/or (iii) assess liquidated damages as set forth in in paragraph F of this Section.

- b. The City Manager or his/her designee of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:
 - i. If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or
 - ii. If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.
 - c. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph B of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
 - d. If this AGREEMENT is terminated as provided above in paragraph B of this Section, OWNER may require CONTRACTOR to provide all finished and unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR'S services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.
 - e. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.
16. **Non-Satisfactory Performance:** The parties recognize and agree that if CONTRACTOR fails to clean or maintain the site as contracted in accordance with the terms of this AGREEMENT, it is or will be impractical to determine the actual amount of damage caused by reason of such failure. It is therefore agreed that that OWNER (City) will deduct from its payments to CONTRACTOR the following sums in the event of the following failures of performance:
- a. Failure to complete daily or weekly cleaning requirements \$250 per occurrence
 - b. Failure to properly separate trash, recyclables, and organics \$500 per occurrence

- c. 'Flooding' floors during top scrubbing or stripping \$1,000 per occurrence
- d. Failure to complete floor cleaning schedules \$500 per occurrence

17. **Independent Contractor:** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

18. **Insurance**

- a. The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide and tat are admitted insurers in the State of California:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000

Including products/completed operations

Including contractual liability/independent contractors

Including broad form property damage

Commercial Automobile Liability

Combined single limit per accident for bodily injury and property damage	\$2,000,000
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Workers Compensation

As required by the State of California	Statutory Limits
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Employer's Liability

Each accident	\$1,000,000
Bodily injury by disease	\$1,000,000
Each employee	\$1,000,000

- b. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability, Commercial Automobile coverage shall be at least as broad as ISO for CA 00 01.
- c. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

- d. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.
- e. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect the OWNER insured entities or the insurer shall procure a bond guaranteeing payment or losses and related investigations, claim administration and defense expenses.
- f. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute to it.
- g. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.
- h. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.
- i. Insurance written on a 'claims made' basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.
- j. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.
- k. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.
- l. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:
 - i. Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.
 - ii. List in the 'Descriptions of Operations/Locations/Vehicles/Special Items' section: **RFP No. 830-24 Lancaster Police Department Custodial Services** City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

- iii. List in the 'Certificate Holder' section: The City of Lancaster, 44933 Fern Avenue, Lancaster, CA 93534.
 - iv. List I the 'Cancellation' section: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named herein.
 - m. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.
 - n. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the OWNER'S insured entities.
19. **Commencement and Completion of Work:** the execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its PARCS Director or her/his designee, has issued the notice to proceed. CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER'S notice to proceed.
20. **Data Provided to CONTRACTOR:** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER'S possession which may facilitate the timely performance of the work described in the Scope of Services.
21. **CONTRACTOR'S Warranties and Representations:** CONTRACTOR warrants and represents the OWNER as follows:
- a. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.
 - b. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach of violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage, or gift.
 - c. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited 'conflict of interest' under applicable laws.

- d. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

22. Resolution of Disputes

- a. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- b. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute. After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties. If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.
- c. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

23. Exhibits: The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

- a. Attachment A: Scope of Services
- b. Attachment B: Term and Payment Clause

24. Governing Law: This AGREEMENT shall be governed by the laws of the State of California.

25. Effective Date: This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER

By: _____

Jason Caudle, City manager

Dated: _____

CONTRACTOR

By: _____

Name:

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT SUBMISSION APPROVAL:

Department Head

EXHIBIT D: BID SCHEDULE

RFP NO. 830-24

LANCASTER POLICE DEPARTMENT CUSTODIAL SERVICES

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL\$ PRICE
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Base Custodial Services Bid

1.	General custodial services as specified in RFP	12	EA	\$ _____	\$ _____
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TOTAL BASE BID AMOUNT \$ _____

TOTAL BASE CUSTODIAL SERVICES BID AMOUNT WRITTEN IN WORDS _____

Add Alternates

1.	Buff and polish all hard floors	8	EA	\$ _____	\$ _____
2.	Strip and wax all vinyl floors	4	EA	\$ _____	\$ _____
3.	Machine scrub all tile floors	2	EA	\$ _____	\$ _____
4.	Steam clean all carpet	2	EA	\$ _____	\$ _____

TOTAL ADD ALTERNATES AMOUNT \$ _____

TOTAL ADD ALTERNATES AMOUNT WRITTEN IN WORDS _____

TOTAL BASE BID PLUS ADD ALTERNATES AMOUNT \$ _____

TOTAL BASE BID PLUS ADD ALTERNATES AMOUNT WRITTEN IN WORDS _____

BID SCHEDULE

RFP NO. 830-24

LANCASTER POLICE DEPARTMENT CUSTODIAL SERVICES

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL\$ PRICE
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NOTE: The quantities shown hereon are estimated and are for a comparison of the bids received. Payment will be based on the actual quantities of materials used on the job. The City reserves the right to increase or decrease the amount of the quantities shown.

If there is a discrepancy between the numerical and written Total Bid Amount, the Total Bid Amount written in words shall prevail.

Pursuant to Section 20103.8 of the California Public Contracts Code, the following method, as indicated by a check mark in the box associated with the statement, shall be used to determine the order of bidders, from lowest to highest. Please note that this method is not used to calculate the bids and does not address issues of responsiveness or responsibility:

- The lowest bid shall be the lowest bid price on the base contract without consideration prices on the additive or deductive items.**
- The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid.**
- The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified of those items, depending upon available funds as identified in the solicitation.**
- The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being removed to the public entity before ranking of all bidders from lowest to highest has been determined.**

When no box is marked, the default value of the bid award shall be the lowest bid price on the base contract only, without consideration of the prices on the additive or deductive items.

The City of Lancaster reserved the right to add to or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

BID SCHEDULE

RFP NO. 830-24

LANCASTER POLICE DEPARTMENT CUSTODIAL SERVICES

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL\$ PRICE
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PRIME CONTRACTOR:

I DECLARE UNDER PENALTY OF PERJURY THAT ALL INFORMATION PROVIDED AND STATEMENTS MADE IN THESE BID DOCUMENTS ARE TRUE AND ACCURATE.

NAME OF FIRM

SIGNATURE TITLE

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

LICENSE NO./CLASS/EXP. DATE

