



JURUPA COMMUNITY SERVICES DISTRICT

REQUEST FOR PROPOSAL

Janitorial Services

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752

Issue Date: May 5, 2025.
Due Date: June 10, 2025.
Tuesday, 2:00 p.m. PST

Project Manager: Michael Gross
Phone: 951-453-7765
mgross@jcsd.us

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Attachments:

- A.** Scope of Work
- B.** Sample Contract or Janitorial Services
- C.** Proposal Price Schedule
- D.** Sample Contract Performance Bond
- E.** Vendor Identification
- F.** Sub-Vendors and References
- G.** Worker's Compensation Certificate

Section I. Submission Information

- A. **Introduction:** Jurupa Community Services District (District) is requesting a proposal from qualified firms (“Vendors”) for Janitorial Services (“Services”), which shall be provided under the general direction of the Fleet and Facilities Field Supervisor, Michael Gross.

- B. **Submittal Location, Closing Date, and Time:** Email submittals to mgross@jcsd.us. Proposals will not be accepted after the “closing” date and time indicated:

Request for proposal closing date and time:

Tuesday, June 10, 2025, 2:00 p.m.

- C. **Inquiries:** Inquiries regarding this solicitation should be directed to Michael Gross at mgross@jcsd.us or 951-453-7765. Please reference “Request for Proposal – Janitorial Services” when contacting the District regarding this solicitation.

- D. **Mandatory Pre-Proposal Job Walk:** There is a mandatory pre-proposal job walk on ***Friday, May 23, 2025, at 9:00 a.m.*** Please meet at Jurupa Community Services District, 11201 Harrel Street, Jurupa Valley, CA 91752. *It is strongly recommended that the person(s) who will prepare the proposal for the project attend the pre-proposal meeting to learn first-hand knowledge of the project, as all vendors are responsible for the information disseminated during the meeting.*

- E. **Proposal Submittal:** Proposals will only be accepted via email at mgross@jcsd.us. Any proposal found to be illegible or incomplete may be rejected. Vendors assume full responsibility for ensuring that the District receives the proposal at the proper Email address and not later than the scheduled closing date and time. More than (1) one proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.

- F. **Questions:** Please direct any questions or concerns to Michael Gross, Fleet & Facilities Field Supervisor, at mgross@jcsd.us. Only questions with “**Janitorial Services**” in the subject line will be accepted. All inquiries shall be submitted in writing. Questions will not be answered over the phone. Answers to pertinent questions submitted will be posted on the District’s website.

- G. **Evaluation and Selection:** The following is a tentative schedule of this RFP process. While the District will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections, and the District reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	Monday, May 5, 2025
Job Walk	Friday, May 23, 2025
Questions from Proposers Due:	Wednesday, May 28, 2025
Questions and Answers Posted:	Tuesday, June 3, 2025
Proposals Due:	by 2:00 p.m., Tuesday, June 10, 2025
Initial Review of Proposals by Panel:	Tuesday, June 17, 2025
Anticipated Contract Award:	Tuesday, July 29, 2025
Begin Maintenance Services	Monday, Aug 11, 2025

Section II. General Information

Note: It is the Vendor's responsibility to examine the "Request for Proposal" solicitation in its entirety before submitting a proposal.

- A. **Waiting Period:** All Vendors are alerted that a waiting period of up to 90 calendar days from the proposal opening date may be required before proceedings are completed and an award is made. Vendors shall assume full responsibility for the effect of the waiting period on all proposal prices and terms.
- B. **Insurance and Bonding:** Vendor's attention is directed to the insurance and bonding requirements set forth in Sample Contract and Bonding Requirements, as provided in Attachments "B" and "D".

The selected Vendor shall provide all required bond(s) and insurance certificates and endorsements within fourteen (14) calendar days following contract award, prior to execution of the contract by the District. All Vendors are required to submit, with their proposal, a letter from the Vendor's insurance agent or corporate Risk Management Department acknowledging that the Vendor can comply with all insurance requirements. It is highly recommended that each Vendor confer with its respective insurance carrier or broker to determine the availability of insurance certificates and endorsements as prescribed herein before proposal submittal. If an apparent best Vendor fails to strictly comply with the insurance requirements, the award to that Vendor will be nullified.

- C. **Proposal Preparation Costs:** Jurupa Community Services District is not, nor shall it be deemed, liable for any costs incurred by the Vendor in preparing, submitting, or presenting its proposal.
- D. **Proposal Inclusions:** The "Request for Proposal" documents shall be returned, with all applicable portions fully completed by the Vendor. All Vendors are encouraged to review and confirm that their proposal includes and specifically addresses each of the following requirements before submitting:
1. Letter from the insurance carrier or broker confirming insurance coverage
 2. Proposal Price Schedule (Attachment "C")
 3. Vendor Identification Form (Attachment "E")
 4. Sub-Vendor/References Form (Attachment "F")
 5. Workers' Compensation Certificate (Attachment "G")
- E. **Withdrawal of Proposal Before Closing:** Any Vendor may request the withdrawal of its submitted proposal, either in person or written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the District will consider the Vendors proposal null and void and return the proposal to the Vendor unopened. Withdrawal of Vendor's proposal will not prejudice Vendor's resubmittal for this or any future proposal(s).
- F. **Mistake in Proposal:** Any Vendor may withdraw its proposal after the proposal opening, subject to the time restrictions listed below, only if the Vendor can establish to the District's satisfaction that a clerical mistake was made in preparing the proposal:

1. A Vendor declaring a mistake must provide a written notice to the District within five (5) calendar days following the scheduled closing date, specifying in detail how the mistake occurred, and how the mistake made the proposal materially different than was intended.
 2. Withdrawal of the proposal will only be permitted for mistakes made in the completion of the proposal and will not be permitted for mistakes resulting from errors in judgment or carelessness in interpreting the specifications. A Vendor who claims a mistake shall be PROHIBITED from participating in further submissions on the proposal in which the mistake was claimed. (Public Contract Code Section 5105).
- G. **Proposal Acceptance:** The District reserves the right to accept or reject any or all proposals, or waive any irregularities in any proposal, if such action is deemed to be in the best interest of the District.
- H. **Interpretation of Documents:** During the proposal solicitation period, should a Vendor find discrepancies or omissions in the specifications of the “Request for Proposal”, or should the Vendor be in doubt as to their interpretation, the Vendor shall immediately notify the contact indicated in Section 1, C. Should it be found necessary, an addendum will be sent to all known Vendors. Any addenda issued prior to the scheduled proposal closing date and time shall form a part of this solicitation and shall become a part of the submitted proposal.
- I. **Public Record:** Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record and can be made available upon request.
- J. **Contract Execution:** The Vendor shall execute a contract with the District for the services to be provided. A sample of the District’s standard contract is provided as Attachment “B” at the end of this “Request for Proposal”. The District will issue the selected Vendor a contract of similar form which incorporates, by reference, this “Request for Proposal” document. Thus, the Vendor is encouraged to review the acceptability of the sample contract as to its content.
- K. **Acceptance and Payment:** Vendor’s invoice(s) shall include reference to Janitorial Service and be accompanied by detailed supporting documentation, which includes information on the specific services rendered during the invoice period. The District shall pay the Vendors properly executed invoice, subject to approval, within (30) thirty days following receipt of the invoice. Payment will be

withheld for any services which do not meet or exceed contractual requirements, until such services are re-performed/corrected, and accepted.

- L. **Liens**: The Vendor shall pay all sums of money that become due from any labor, services, materials, or equipment furnished to Vendor on account of this specific District contract, and that may result in a stop notice or claim filed with the District. The Vendor shall fully discharge each such claim not later than the time the next payment is due for services rendered.
- M. **Federal, State and Local Laws**: The Vendor and all sub-Vendors shall comply with all applicable federal, state, and local laws, rules, and regulations.
- N. **Equal Employment Opportunity and Harassment Prohibition**: The District is committed to creating and maintaining an environment free from harassment and discrimination. Please advise any of your staff who think they might have been harassed or discriminated against while on District property to report said incident in writing to the Contact Person listed in Section 1, C.
- O. **Indemnification**: Vendor shall indemnify, hold harmless, and defend the District, its Directors, officers, employees, agents, or authorized volunteers and each of them, from and against:
 - 1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including District and/or Vendor, or any Directors, officers, employees, agents or authorized volunteers of District or Proposer, and damages to or destruction of property of any person, including but not limited to, District and/or Vendor or their Directors, officers, employees, agents or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under the contract, however, caused, except for the sole negligence or willful misconduct or active negligence of the District, officers, employees, agents or authorized volunteers.
 - 2. Any and all actions, proceedings, damages, costs, expenses, penalties, or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Vendor.

3. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Vendor to faithfully perform the work and all of the Vendors obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- P. **Proposal Price**: The Vendors proposal price(s) shall be indicated on the ***Proposal Price Schedule Attachment "C"***. Each Vendor must complete all parts of the Proposal Price Schedule, or their proposal may be rejected. Be advised that, at any time, the District may require the Vendor to further itemize/detail components of proposal prices and/or invoices; i.e. labor, materials. If the Vendor desires to convey clarifications/explanations to the information presented on the Proposal Price Schedule, an addendum page(s) may be attached thereto.
- Q. **References**: ***The Vendor shall provide a list of at least three (3) California client references to whom they have provided similar services to within the last five (5) years.*** Please include the reference names, contact person(s), telephone numbers, and a brief description of the services provided.

Section III. – Technical Provisions

- A. **Background Information**: Founded in 1956, the Jurupa Community Services District is a public agency known as a Special District, governed by a 5-member, elected Board of Directors. The District is responsible for providing water, sewer, and streetlights for over 128,000 residents and the maintenance of over 209 acres of parks, including over 4 million square feet of frontage landscape. The District serves the City of Jurupa Valley and the City of Eastvale, and its service area encompasses a 40.8 square mile region of western Riverside County.
- B. **Scope of Work and Services**: The District is seeking a professional janitorial service to clean and sanitize our District buildings and properties. Attachment "A" includes a list of duties and the frequency they must be performed. The vendor is responsible for furnishing a workforce of company-bonded, skilled custodians, supervision methods and processes, and transportation, as necessary to provide janitorial services for all the District's facilities listed below with the best maintenance, safety practices, and standards of cleanliness.

It is incumbent upon the Vendor to determine the cleanable space of the following locations:

Note: All services performed must be between 6:00 p.m. and 12:00 a.m. Monday through Friday, excluding District observed holidays. This contract shall include labor services only. Janitorial Services will be required daily at the locations listed below, except for location #4. Service at this location will only be done weekly on Tuesday and completed between 8:00 a.m. and 11:00 a.m.

Building Location	
1.	District Headquarters – Building A, B, Modular & Restroom Trailer. 11201 Harrel Street Jurupa Valley, CA 91752
2.	Roger Teagarden IXP 4150 Etiwanda Ave Jurupa Valley, CA 91752
3.	Chino II/CRF Treatment Plant 11251 Harrel Street Jurupa Valley, CA 91752
4.	JCSD Construction Yard 14903 River Rd. Eastvale, CA 92880 Tuesday Between 8:00 a.m. – 11:00 a.m.

The Vendor hereby acknowledges that before submitting a proposal for these services, the Vendor has visited all existing facilities to be maintained, measured the square footage for each location, and fully informed themselves of all conditions that might affect the work specified. The Vendor shall not be relieved of liability under this Contract, nor the District be held liable for any loss sustained by the Vendor as a result of any variance between conditions, as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

Personnel: The Vendor shall provide a dedicated supervisor to ensure the tasks are properly completed and serve as a liaison between JCSD and the vendor, including arranging for the transportation of all workers to and from the various District facilities. The District may perform a background check for each employee assigned to work. Fill-in employees or alternates shall be pre-approved by the District's Human Resources Department to work at District facilities.

Appropriate uniforms provided by the vendor must always be worn, and the vendor's name or logo must be clearly stated. The District will provide an identification badge that each employee must always wear visibly while working.

Detailed Specifications: Task specifications are provided for general cleaning and should be applied to all public and office areas. Task specifications for general restroom cleaning should be applied to all restrooms. All cleaning supplies designated for the restrooms must not be used on other surfaces or areas. These requirements will be further categorized by daily, weekly, monthly, quarterly, semi-annual, and annual tasks. Special task requirements unique to each facility are also detailed. All items not specifically included but found to be necessary to properly clean the facilities shall be included as though written into them

Terms:

Scope of Services and Term

1. **General Scope of Services:** Vendor promises and agrees to furnish to the District all labor, services, and incidental and customary work necessary to fully and adequately perform the Janitorial Services necessary for the Project (“**Services**”). The Services are more particularly described in **ATTACHMENT “A”** attached hereto and incorporated herein by reference. All Services shall be subject to and performed per this Contract, the **ATTACHMENTS** attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. If the vendor believes additional tasks are warranted, they must clearly be identified as an “Add Alternate” in the vendor's proposal.
2. **Term:** This Agreement shall be from August 11, 2025, to August 11, 2028, unless earlier terminated as provided herein. At its sole direction, the District shall have the unilateral option to renew this PSA automatically for no more than two (2) one-year terms.

The vendor shall complete the Services within this Agreement's term and meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Contract if necessary to complete the Services.

General Requirements

Equipment and Supplies: The District will supply all standard janitorial materials and supplies, such as cleaning agents, trash liners, mops, brooms, paper products, and standard vacuum cleaners. The Vendor shall be responsible for providing any specialized equipment or tools required to perform the services as specified herein. 'Specialized equipment' includes, but is not limited to, floor buffers, carpet extractors, pressure washers, and any other machinery or tools not typically used in routine janitorial cleaning. The Vendor shall ensure that all specialized equipment provided is appropriately maintained, fully functional, and safe for operation during the contract term. The Vendor shall be responsible for keeping all District-supplied items in good working order and report any deficiencies to the Facilities Supervisor.

It is the vendor's responsibility to ensure the correct cleaning agents are used based on the finish being maintained. If a specific product is required to be compatible with the building's finishes, please request the product from the Facilities Supervisor, and the District will provide it.

The District will provide small janitorial closets or a designated area at most facilities for the Vendor to store minor equipment and supplies. Equipment owned by the Vendor shall be clearly identified and safely stored. The District maintains secure facilities; however, the District shall not be responsible for any damaged, lost, or stolen items that are the property of the Vendor. The Vendor shall use these areas at their own risk.

Janitorial closet areas shall always be kept clean and free of debris and odor. All supplies shall be stored in a neat and orderly manner and in such a way as to prevent injury to District or Vendor's employees.

Vendor's Staff: The Vendor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time will the Vendor allow this crew to be diminished in size to not effectively complete the assigned tasks. A qualified, English-speaking supervisor shall supervise all the Vendor's custodial personnel. The Vendor shall provide the names and quantity of assigned staff to the District for continuous verification that adequate staffing levels are maintained.

The Vendor shall provide staff to perform weekly quality control inspections. The quality control staff member(s) shall be able to respond to telephone and email inquiries/complaints. The District may require the assigned quality control staff to respond directly to inquiries/complaints to ensure adequate follow-up and

customer service. Confirmation of staff correspondence and corrective measures shall be provided to the District's Facilities Supervisor or designee.

If any person employed by the Vendor or any sub-vendor shall fail or refuse to carry out the directions of the Facilities Supervisor or designee; or is, in the opinion of the Facilities Supervisor, incompetent, intemperate or disorderly, used threatening or abusive language to any person representing the District or facility patrons; or is otherwise unsatisfactory, they shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Facilities Supervisor. The Vendor shall transfer or discharge any such person within a reasonable time following notice from the Facilities Supervisor, and such person shall not be employed at any other area maintained by the Vendor for the District except with the written consent of the Facilities Supervisor.

The Vendor shall provide and require employees to wear uniforms, which clearly identify the Vendor's personnel and indicate the name of the Vendor. The identification system shall be furnished at the Vendor's expense and must include appropriate attire and name badges, as specified by the District. The Vendor shall require each of their employees to wear safe working attire. This shall include proper non-slip work shoes and other clothing and gear required by the Federal and State Safety Regulations.

Safety: The Vendor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, materials, and chemicals consequential or related to the work; and is solely responsible for complying at all times with all local, County, State Federal or other legal requirements including OSHA Safety Orders, so as to protect all persons, including the Vendor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property.

The Vendor shall clearly post signs in all entry areas prior to any potentially hazardous situations.

Employee Conduct: Employees of the Vendor must follow JCSD personnel standards of conduct while performing work under this contract and **SHALL NOT:**

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee
2. Remove any District property or personal property, equipment, monies, forms, or any other item from the facilities
3. Engage in horseplay or loud boisterous behavior
4. Be under the influence of alcohol or drugs
5. Gamble
6. Smoke in any building or non-designated area.
7. Turn on or use any electronic equipment (computer, typewriters, radios, etc.) other than those supplied by Vendor
8. Use any District telephone except those designated by the District for purposes of business under this contract
9. Open any desk, file cabinet, or storage cabinet not designated for vendor use
10. Remove any articles from desks
11. Consume any food or beverage other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms

Employee Removal: The Vendor shall remove from service on the premises of the District any employee of the Vendor who, in the opinion of the District, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with the rules and regulations of the District. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action against the employee. Such removal shall not be the basis of any claim for compensation or damages against the District or any of its officers, employees, or agents as to the performance of the work.

Employee Appearance and Identification: Vendor's personnel shall present a neat appearance and be easily recognized as Vendor employees. The District shall provide identification badges that shall always be displayed on the front of the employee's clothing. The vendor accepts and understands that any employee who fails to meet this requirement may be asked to leave District property. Should this occur, the District will not compensate the Vendor or Vendor's employees for lost time. The vendor's employees shall be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. Vendor's employees shall be able to follow directions and be physically capable of performing their assigned duties, including lifting/moving heavy items, climbing ladders, etc.

Security: The District will provide the Vendor with access to all facilities and properties being serviced.

Upon completing all duties, the vendor is responsible for closing, securing all doors and arming any alarm. Failure to secure a facility correctly may result in termination of the contract. No exterior doors shall be propped open and left unattended. No persons shall be allowed access to any building unless they are a uniformed peace officer or District employee with a District ID.

Property Damages: The Vendor shall be held responsible for all damages that occur during the performance of this contract to the interior or exterior of the facilities or contents thereof. At his/her expense, the Vendor shall pay to repair the damage and/or replace the damaged item(s).

Vendor's Non-Compliance: If the District determines that there are deficiencies in the performance of this contract, the District will provide a written notice to the Vendor to correct the deficiencies within the specified time frames. The specified time frames shall be reasonable, as determined by the District, to correct the deficiencies. Should the Vendor fail to correct deficiencies within the specified time frames, the District may perform the work utilizing District employees and/or contract labor. The District will deduct from the Vendor's monthly payment any cost that the District incurs correcting a deficiency of the Vendor. This action shall not be construed as a penalty but as an adjustment of payment to the Vendor to recover the costs incurred by the District due to the failure of the Vendor to comply with the provision of this contract.

Except as otherwise provided herein, if the District determines that there are deficiencies in the performance of the contract and the District agrees that it is impractical to fix the extent of actual damages resulting from the deficiency, \$500.00 of liquidated damages will be deducted from the Vendor's monthly payment.

In the event of a failure to correct a deficiency or for any other breach of this contract by the Vendor, the District may terminate this contract upon thirty (30) calendar days written notice by the District at its sole discretion. In the event of such termination, the Vendor shall only be paid for services rendered and expenses necessarily incurred prior to the effective date of termination.

Labor Strike: The Vendor is responsible for providing continuous maintenance services, without interruption, to all buildings and facilities specified herein. In the

event of a labor action, the Vendor shall provide other means to provide continuous and comparable service at the Vendor's expense. Failure to do so will cause the District to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor normal rates (which will be deducted from the Vendor's payment) to the District being borne by the Vendor.

Additions/Deletions: The District may, without invalidating the contract, modify the contract by adding, deleting, or changing areas to the contract; by adding, deleting, or changing usage or space, by adding, deleting, or changing routine services; by deleting or changing specifications. All changes shall be ordered by means of a written change order to the contract. Additions shall be added to the contracted square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the District with the Vendor.

Holidays: Vendor Services will not be required on District-observed holidays. District holidays include: January 1st (New Year's Day), 3rd Monday in January (Martin Luther King), 3rd Monday in February (President's Day), last Monday in May (Memorial Day), June 19th (Juneteenth), July 4th (Independence Day), 1st Monday in September (Labor Day), November 11th (Veteran's Day), 3rd Thursday in November (Thanksgiving Day), 3rd Friday in November (following Thanksgiving Day), December 24th (Christmas Eve), and December 25th (Christmas Day).

C. Deliverables: The successful proposer shall provide:

1. Cover Letter

The Cover Letter shall be addressed to Michael Gross, Fleet & Facilities Field Supervisor, and at minimum, must contain the following:

- a. Identification of firm, including name, address, and telephone number.
- b. California Secretary of State Entity Number.
- c. The name, title, address, and telephone number of the contact person during the proposal evaluation period.
- d. Statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- e. Signature of a person authorized to bind the firm to the terms of the proposal.

2. Executive Summary

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the District that the firm understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

3. Scope of Work / Methodology

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

- a. Describe the firm's approach to managing the project, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the project to ensure satisfactory provision of services.
- b. Provide a detailed description of the specific tasks you will require from District staff. Explain the respective roles of District staff and your staff to complete the tasks specified in the Scope of Work.
- c. Provide a detailed description and/or examples of your quality control procedures that ensure all services are delivered to the District.

4. References

Provide at least three (3) public agency references, past and present, using the proposed services of equivalent or greater scope. Indicate the scope of work, date, contract amount, and the client contact's name, email address, and telephone number. Also, provide a complete list of other public agencies in California utilizing your services over the past five (5) years.

5. Required Statements

- a. A statement that all charges for services will be a "Not-To-Exceed" fee, as submitted with and made part of said vendor's proposal.

- b. A copy of the vendor's hourly rate schedule and a written statement that said hourly rate schedule is part of the vendor's proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- c. A written statement by the vendor that all federal laws and regulations shall be adhered to, notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- d. A written statement by the vendor shall allow all authorized federal, state, county, and the District official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- e. A written statement that the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- f. A written statement that the vendor shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
- g. A written statement that the vendor shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto and any amendments thereof.

D. Administrative Elements

1. The vendor shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The vendor's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved in advance, by the District. The District will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.

2. The District reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.
3. Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a RFQ, pricing alone will not constitute the entire selection criteria. The District may use some or all of the following criteria and corresponding percentages in evaluating and comparing proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The District reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.
4. After selecting the highest qualified scorer, the District and highest proposer will negotiate the final agreement terms. If the District and the Proposer are unable to come to mutual terms, the District reserves the right to negotiate with the next highest scorer(s) or re-issue the RFP.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	PERCENTAGE OF SCORE
Approach to the work, including task breakdown as related to the scope of work described in this RFP.	30%
Proposer's experience and technical competence, understanding of the project, and subject matter expertise on similar projects of equal complexity.	25%
Reference lists(s), and the Proposer's willingness to agree to all terms of the Janitorial Services Agreement, and available resources to perform the requested services.	20%
Total cost proposal for project.	25%

Agreement for Janitorial Services: The District has provided a copy of the Agreement for Janitorial Services. Please review this agreement and provide the District with a written statement of your firm's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefore (Attachment B). Please provide proposed Compensation and Scope of Work Attachments with your proposal.**

Subcontracting: The Proposer may utilize the services of specialty sub-vendors on those parts of the work that, under normal contracting practices, are performed by specialty sub-vendors. Sub-vendors that are utilized by the proposer may not be responsible for more

than 50 percent of the total work on any given project. Unless a specific sub-vendor is listed by the Proposer, the Proposer is representing to the District that the Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of their proposal, the Proposer shall not award work to any unlisted sub-vendors(s) without prior written approval of the District. The Proposer shall be fully responsible to the District for the performance of their sub-vendors and persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any sub-vendors and the District.

Public Information: All materials received relative to this RFP will become public information and be available for inspection after the award of contract. The District reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

Attachment “A”, Scope of Work

Janitorial Services Background

Jurupa Community Services District (JCSD) requests a professional janitorial service at multiple locations. JCSD intends to utilize a day porter service to assist with maintenance and janitorial services at these locations. The function of the day porter will be to maintain cleanliness throughout the day, which will aid but is not intended to replace the level of attention required by the after-hours janitorial service.

Hours and Schedule of Janitorial Services

- These services will be required five days a week, Monday through Friday, excluding district-observed holidays, and must be completed between 6:00 p.m. and 12:00 a.m.
Note: The Construction Yard will only be serviced once a week, on Tuesday between 8:00 a.m. and 11:00 a.m.
- All work necessary to be completed on the weekend must be scheduled and agreed upon by both parties.

Service Locations

- JCSD Main Office – 11201 Harrel St., Jurupa Valley, CA. 91752
- Chino II/CRF Treatment Plant – 11201 Harrel St., Jurupa Valley, CA. 91752
- Roger Teagarden IXP – 4150 Etiwanda Ave. Jurupa Valley, CA. 91752
- JCSD Construction Yard – 14903 River Rd. Eastvale, CA. 92880

Notes

- Mop, hand towels, and other cleaning supplies designated for restrooms may not be used in other areas.
- The Janitorial Company will be responsible for closing, locking, and arming the building alarm after completing daily work.
- Work shall be performed between 6:00 p.m. and 12:00 a.m. Monday- Friday.
- Any work necessary to complete on the weekend must be scheduled and agreed upon by both parties.
- The janitorial company must verify that the chemicals used comply with the type of surface to which they are applied.
- JCSD will supply an acceptable area as a janitorial closet to store cleaning supplies.
- Billing must be separated as follows:
 - District HQ Building A/B, Modular, Restroom Trailer
 - Chino II/CRF Treatment Plant
 - Roger Teagarden IXP office, warehouse
 - JCSD Construction Yard

Janitorial Services

District Headquarters - Building A (1st and 2nd Floors)

Lobby, Hallways, Conference Rooms, Interview Rooms, Copy Room, Offices, Cubicles & Workstations	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Spot sweep or mop visible dirt/debris from exposed and accessible hard floor areas	
3. Spot vacuum visible dirt/debris from exposed and accessible carpeted flooring and rugs	
4. Wipe clean and disinfect entry/exit door handles and light switches/plates	
5. Wipe clean and disinfect the conference room and meeting tabletops	
6. Dust accessible horizontal surfaces, including countertops, cubicle dividers, windowsills, picture frames, and ledges. Note: The crew will not move or adjust any items or paperwork	Weekly
7. Stairs - vacuum carpeted floors, wipe clean, and disinfect handrails	
8. Detail vacuum all exposed and accessible carpeted flooring	
9. Detail sweep and mop all exposed and accessible hard floor areas	
10. Wipe clean and disinfect exposed surfaces of individual desktops/workstations, telephone handsets, and base stations. Note: The crew will not remove or adjust any personal belongings or paperwork	Monthly
11. Perform all high dusting (ledges, vents, intakes, etc.) within standing reach	
12. Wipe clean baseboards	2x/Year
13. Detail clean interior and exterior windows and interior glass partitions	

Mother's Room	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Spot sweep or mop visible dirt/debris from exposed and accessible hard floor areas	
3. Wipe clean and disinfect entry/exit door handles and light switches/plates	
4. Clean and disinfect exterior surfaces of refrigerators (if applicable)	
5. Wipe clean and disinfect countertops	Weekly
6. Dust-accessible horizontal surfaces, including picture frames and ledges	
7. Detail sweep and mop all exposed and accessible hard floor areas	
8. Clean and disinfect all interior surfaces of refrigerators. Note: The crew will dispose of any containers remaining on the designated day agreed to with the Client	Monthly
9. Perform all high dusting (ledges, vents, intakes, etc....) within standing reach	
10. Wipe clean baseboards	

Board Room	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Detail vacuum all exposed and accessible carpeted flooring	
3. Wipe clean and disinfect entry/exit door handles and light switches/plates	
4. Wipe clean and disinfect meeting tabletop and countertops	
5. Dust accessible horizontal surfaces, including windowsills, picture frames, and ledges	Weekly
6. Perform all high dusting (ledges, vents, intakes, etc....) within standing reach	Monthly
7. Wipe clean baseboards	
8. Detail clean interior and exterior windows and interior glass partitions	2x/Year

Break Rooms and Board Room Kitchenette	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Detail sweep and/or dust mop and damp mop all exposed hard floor surfaces, including edges and corners	
3. Detail vacuum all exposed and accessible carpeted flooring	
4. Clean and disinfect surfaces of countertops, tabletops, sinks, sink fixtures, and chair seating surfaces	
5. Restock all soap, hand sanitizer, and paper towel dispensers. Note: The client will order all paper goods and soap	Weekly
6. Clean and disinfect all interior surfaces of refrigerators. Note: The crew will dispose of any containers remaining on the designated day agreed to with the Client	
7. Dust all accessible high/low-level fixtures and vents (within standing reach)	Monthly
8. Wipe clean cabinet faces free of fingerprints and smudges	

Restrooms	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2. Empty all trash receptacles, reline and wipe clean containers if soiled	
3. Clean, disinfect, and polish all restroom fixtures: washbasin, faucets, toilet bowls, urinals, and dispensers	
4. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6. Clean and disinfect light switches, doors, and doorknobs	
7. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	Weekly
8. Wipe clean baseboards	

Floorcare	Frequency
1. Machine scrub all exposed and accessible tile flooring	2x/Year
2. Machine scrub all exposed and accessible LVT (with white or red pad) flooring	
3. Pre-treat, scrub, and extract all exposed and accessible carpeted flooring	
4. Scrub or strip and recoat exposed and accessible VCT Flooring	
<i>Note: Floorcare will include all the above-mentioned areas, but the Client is to remove any furniture or other objects from the areas desired to be cleaned prior to the mutually scheduled date.</i>	

District Warehouse/Building B (1st and 2nd Floors)

Hallways and Offices	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Spot sweep or mop visible dirt/debris from exposed and accessible hard floor areas	
3. Wipe clean and disinfect entry/exit door handles and light switches/plates	
4. Wipe clean and disinfect the conference room and meeting tabletops	
5. Dust accessible horizontal surfaces, including countertops, cubicle dividers, windowsills, picture frames, and ledges. Note: The crew will not move or adjust any items or paperwork	Weekly
6. Stairs – sweep and wet mop exposed and accessible floors, wipe clean and disinfect handrails	
7. Detail sweep and mop all exposed and accessible hard floor areas	
8. Wipe clean and disinfect exposed surfaces of individual desktops/workstations, telephone handsets, and base stations. Note: The crew will not remove or adjust any personal belongings or paperwork	
9. Perform all high dusting (ledges, vents, intakes, etc....) within standing reach	Monthly
10. Wipe clean baseboards	
11. Detail clean all interior and exterior of building perimeter windows	2x/Year

Break Room	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Detail sweep and/or dust mop and damp mop all exposed hard floor surfaces, including edges, and corners	
3. Clean and disinfect surfaces of countertops, tabletops, sinks, sink fixtures, and chair seating surfaces	
4. Restock all soap, hand sanitizer, and paper towel dispensers. Note: The client will order all paper goods and soap	
5. Clean and disinfect all interior surfaces of refrigerators. Note: The crew will dispose of any containers remaining on the designated day agreed to with the Client	Weekly
6. Dust all accessible high/low-level fixtures and vents (within standing reach)	Monthly
7. Wipe clean cabinet faces free of fingerprints and smudges	

Restrooms and Locker Rooms	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2. Detail vacuum mats/carpet runners in the locker room	
3. Empty all trash receptacles, reline and wipe clean containers if soiled	
4. Clean, disinfect, and polish all restroom fixtures: washbasin, faucets, toilet bowls, urinals, and dispensers	
5. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
6. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
7. Clean and disinfect light switches, doors, and doorknobs	
8. Hand scrub shower floors and walls to standing height, wipe clean/disinfect/hand polish shower fixtures	
9. Dust the exterior of lockers	Weekly
10. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	
11. Wipe clean baseboards	

Floorcare	Frequency
1. Machine scrub all exposed and accessible tile, epoxy, and concrete flooring	2x/Year
2. Machine scrub all exposed and accessible LVT (with white or red pad) flooring	
3. Scrub or strip and recoat exposed and accessible VCT Flooring	
Note: Floorcare will include all the above-mentioned areas, but the Client is to remove any furniture or other objects from the areas desired to be cleaned prior to the mutually scheduled date.	

Restroom Trailer

Restrooms	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2. Empty all trash receptacles, reline and wipe clean containers if soiled	
3. Clean, disinfect, and polish all restroom fixtures: washbasin, faucets, toilet bowls, urinals, and dispensers	
4. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6. Clean and disinfect light switches, doors, and doorknobs	
7. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	Weekly
8. Wipe clean baseboards	

MOD/Modular Building

Offices, Cubicles & Workstations	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Spot vacuum visible dirt/debris from exposed and accessible carpeted flooring and rugs	
3. Wipe clean and disinfect entry/exit door handles and light switches/plates	
4. Dust accessible horizontal surfaces, including countertops, cubicle dividers, windowsills, picture frames, and ledges. Note: The crew will not move or adjust any items or paperwork	Weekly
5. Detail vacuum all exposed and accessible carpeted flooring	
6. Wipe clean and disinfect exposed surfaces of individual desktops/workstations, telephone handsets, and base stations. Note: The crew will not remove or adjust any personal belongings or paperwork	
7. Perform all high dusting (ledges, vents, intakes, etc....) within standing reach	Monthly
8. Wipe clean baseboards	
9. Detail clean all interior and exterior of building perimeter windows	2x/Year

Restrooms	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2. Empty all trash receptacles, reline and wipe clean containers if soiled	
3. Clean, disinfect, and polish all restroom fixtures: washbasin, faucets, toilet bowls, urinals, and dispensers	
4. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6. Clean and disinfect light switches, doors, and doorknobs	
7. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	Weekly
8. Wipe clean baseboards	

Floorcare	Frequency
1. Pre-treat, scrub, and extract all exposed and accessible carpeted flooring	2x/Year
2. Scrub or strip and recoat exposed and accessible VCT Flooring	
<i>Note: Floorcare will include all the above-mentioned areas, but the Client is to remove any furniture or other objects from the areas desired to be cleaned prior to the mutually scheduled date.</i>	

Chino II

Lobby, Hallways, and Control Room	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Spot sweep or mop visible dirt/debris from exposed and accessible hard floor areas	

3.	Wipe clean and disinfect entry/exit door handles and light switches/plates	
4.	Dust accessible horizontal surfaces, including countertops, cubicle dividers, windowsills, picture frames, and ledges. Note: The crew will not move or adjust any items or paperwork	Weekly
5.	Detail sweep and mop all exposed and accessible hard floor areas	
6.	Wipe clean and disinfect exposed surfaces of individual desktops/workstations, telephone handsets, and base stations. Note: The crew will not remove or adjust any personal belongings or paperwork	
7.	Perform all high dusting (ledges, vents, intakes, etc....) within standing reach	Monthly
8.	Wipe clean baseboards	
9.	Detail clean all interior and exterior of building perimeter windows	2x/Year

Break Room		Frequency
1.	Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2.	Detail sweep and/or dust mop and damp mop all exposed hard floor surfaces, including edges and corners	
3.	Clean and disinfect surfaces of countertops, tabletops, sinks, sink fixtures, and chair seating surfaces	
4.	Restock all soap, hand sanitizer, and paper towel dispensers. Note: The client will order all paper goods and soap	
5.	Dust all accessible high/low-level fixtures and vents (within standing reach)	Monthly
6.	Wipe clean cabinet faces free of fingerprints and smudges	

Restrooms		Frequency
1.	Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2.	Empty all trash receptacles, reline and wipe clean containers if soiled	
3.	Clean, disinfect, and polish all restroom fixtures: washbasin, faucets, toilet bowls, urinals, and dispensers	
4.	Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5.	Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6.	Clean and disinfect light switches, doors, and doorknobs	
7.	Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	Weekly
8.	Wipe clean baseboards	

Floorcare		Frequency
1.	Scrub or strip and recoat exposed and accessible VCT Flooring	2x/Year
<i>Note: Floorcare will include all the above-mentioned areas, but the Client is to remove any furniture or other objects from the areas desired to be cleaned prior to the mutually scheduled date.</i>		

CRF Building (1st and 2nd Floor)

Lobby/Entrance, Hallways, Control Room and Offices	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Spot sweep or mop visible dirt/debris from exposed and accessible hard floor areas	
3. Spot vacuum visible dirt/debris from exposed and accessible carpeted flooring and rugs	
4. Wipe clean and disinfect entry/exit door handles and light switches/plates	
5. Wipe clean and disinfect the conference room and meeting tabletops	
6. Dust accessible horizontal surfaces, including countertops, cubicle dividers, windowsills, picture frames, and ledges. Note: The crew will not move or adjust any items or paperwork	Weekly
7. Stairs - sweep and damp mop exposes and accessible flooring, wipe clean and disinfect handrails	
8. Detail vacuum all exposed and accessible carpeted flooring	
9. Detail sweep and mop all exposed and accessible hard floor areas	
10. Wipe clean and disinfect exposed surfaces of individual desktops/workstations, telephone handsets, and base stations. Note: The crew will not remove or adjust any personal belongings or paperwork	Monthly
11. Perform all high dusting (ledges, vents, intakes, etc....) within standing reach	
12. Wipe clean baseboards	2x/Year
13. Detail clean all interior and exterior of building perimeter windows	

Restrooms	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2. Empty all trash receptacles, reline and wipe clean containers if soiled	
3. Clean, disinfect, and polish all restroom fixtures: washbasin, faucets, toilet bowls, urinals, and dispensers	
4. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6. Clean and disinfect light switches, doors, and doorknobs	Weekly
7. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	
8. Wipe clean baseboards	

Floorcare	Frequency
1. Machine scrub all exposed and accessible epoxy flooring	2x/Year
2. Pre-treat, scrub, and extract all exposed and accessible carpeted flooring	
<i>Note: Floorcare will include all the above-mentioned areas, but the Client is to remove any furniture or other objects from the areas desired to be cleaned prior to the mutually scheduled date.</i>	

Roger Teagarden IXP-Office

Office	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Each Service
2. Spot sweep or mop visible dirt/debris from exposed and accessible hard floor areas	
3. Wipe clean and disinfect entry/exit door handles and light switches/plates	
4. Wipe clean and disinfect the conference room and meeting tabletops	
5. Dust accessible horizontal surfaces, including countertops, cubicle dividers, windowsills, picture frames, and ledges. Note: The crew will not move or adjust any items or paperwork	Weekly
6. Detail sweep and mop all exposed and accessible hard floor areas	
7. Wipe clean and disinfect exposed surfaces of individual desktops/workstations, telephone handsets, and base stations. Note: The crew will not remove or adjust any personal belongings or paperwork	
8. Perform all high dusting (ledges, vents, intakes, etc....) within standing reach	Monthly
9. Wipe clean baseboards	

Restroom	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2. Empty all trash receptacles, reline and wipe clean containers if soiled	
3. Clean, disinfect, and polish all restroom fixtures: washbasins, faucets, toilet bowls, urinals, and dispensers	
4. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6. Clean and disinfect light switches, doors, and doorknobs	
7. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	Weekly
8. Wipe clean baseboards	

Floorcare	Frequency
1. Machine scrub all exposed and accessible concrete flooring	2x/Year
<i>Note: Floorcare will include all the above-mentioned areas, but the Client is to remove any furniture or other objects from the areas desired to be cleaned prior to the mutually scheduled date.</i>	

Roger Teagarden IXP-Warehouse

Restroom	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Each Service
2. Empty all trash receptacles, reline and wipe clean containers if soiled	
3. Clean, disinfect, and polish all restroom fixtures: washbasins, faucets, toilet bowls, urinals, and dispensers	
4. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6. Clean and disinfect light switches, doors, and doorknobs	
7. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	Weekly

JCSD Construction Yard-Office

Office	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Weekly
2. Wipe clean and disinfect entry/exit door handles and light switches/plates	
3. Wipe clean and disinfect the conference room and meeting tabletops	
4. Dust accessible horizontal surfaces, including countertops, cubicle dividers, windowsills, picture frames, and ledges. Note: The crew will not move or adjust any items or paperwork	
5. Detail sweep and mop all exposed and accessible hard floor areas	
6. Wipe clean and disinfect exposed surfaces of individual desktops/workstations, telephone handsets, and base stations. Note: The crew will not remove or adjust any personal belongings or paperwork	
7. Perform all high dusting (ledges, vents, intakes, etc.) within standing reach	
8. Wipe clean baseboards	Monthly

Restroom	Frequency
1. Sweep, damp mop, and disinfect all restroom floors using a disinfectant solution	Weekly
2. Empty all trash receptacles, reline and wipe clean containers if soiled	
3. Clean, disinfect, and polish all restroom fixtures: washbasins, faucets, toilet bowls, urinals, and dispensers	
4. Clean and remove fingerprints/smudges from all mirrors and metallic surfaces	
5. Restock all dispensers: soap, hand sanitizer, toilet paper, paper towels, toilet seat covers, and sanitary napkins. Note: The client will order all paper goods, liners, and soap	
6. Clean and disinfect light switches, doors, and doorknobs	
7. Perform all high dusting, partitions, ledges, vents, and all vertical surfaces	Monthly
8. Wipe clean baseboards	

Break Room	Frequency
1. Empty all trash receptacles, reline and wipe clean containers if soiled	Weekly
2. Detail sweep and/or dust mop and damp mop all exposed hard floor surfaces, including edges and corners	
3. Clean and disinfect surfaces of countertops, tabletops, sinks, sink fixtures, and chair seating surfaces, including the interior of the refrigerator.	
4. Restock all soap, hand sanitizer, and paper towel dispensers. Note: The client will order all paper goods and soap	
5. Dust all accessible high/low-level fixtures and vents (within standing reach)	Monthly
6. Wipe clean cabinet faces free of fingerprints and smudges	

Attachment “B”, Sample Contract for Janitorial Services

JURUPA COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, by and between the Jurupa Community Services District, an independent special district of the State of California with its principal place of business at 11201 Harrel Street, Jurupa Valley, California 91752 (“**District**”) and _____ with a place of business at _____ (“**Vendor**”). District and Vendor are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

2. RECITALS.

2.1 Vendor.

Vendor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing the professional services described herein, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project

District desires to engage Vendor to render such services for Janitorial Services (“**Project**”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Vendor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the _____ services necessary for the Project (“**Services**”). The Services are more particularly described in Attachment “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the attachments attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from August 11, 2025, to August 11, 2028, unless earlier terminated as provided herein. The District shall have the unilateral option, at its sole discretion, to renew this PSA automatically for no more than two (2) additional one-year terms. Vendor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Vendor.

3.2.1 Control and Payment of Subordinates; Independent Vendor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Vendor on an independent vendor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of District and shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Attachment "A" attached hereto and incorporated herein by reference. Vendor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Vendor's conformance with the Schedule, District shall respond to Vendor's submittals in a timely manner. Upon request of District, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Vendor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Vendor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Vendor at the request of the District.

Vendor's key personnel for performance of this Agreement are as follows:
_____.

3.2.5 District's Representative. The District hereby designates **Michael Gross, Fleet and Facilities Field Supervisor**, or his or her designee, to act as its representative for the performance of this Agreement ("**District's Representative**"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Vendor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Vendor's Representative. Vendor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("**Vendor's Representative**"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Vendor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Vendors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subVendors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Vendor represents that it, its employees and subVendors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct willful or negligent errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its subVendors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Damages. Vendor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("**Performance Time**"). Vendor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Attachments

“A” or “C” attached hereto, or which may be separately agreed upon in writing by the District and Vendor (**“Performance Milestones”**). Vendor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement due to Vendor’s willful behavior or negligence, it is understood, acknowledged and agreed that the District will suffer damage.

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

3.2.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Vendor’s compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Sub-vendors, Vendors, Sub-sub-vendors and SubVendors. To the same extent and under the same conditions as Vendor, Vendor shall require all of its sub-vendors, Vendors, sub-vendors and subVendors performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. The persons executing this Agreement on behalf of Vendor verify that they are duly authorized officers of Vendor, and understand that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Vendor or its sub-vendors, Vendors, sub-sub-vendors or subVendors to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.2.10.5 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subVendor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.11 Accounting Records. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Vendor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Vendor shall not allow any subVendor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subVendor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

3.2.12.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the Agreement by the Vendor, its agents, representatives, employees or subVendors. Vendor shall also require all of its subVendors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

(B) Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.12.3 Professional Liability. Errors and omissions coverage with limits of liability no less than \$1 million per occurrence.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto

owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

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

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

3.2.12.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

3.2.12.9 Reporting of Claims. Vendor shall report to the District, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

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

3.3 Fees and Payments.

3.3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed _____ without written approval of District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Vendor perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on

“public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws, including the requirement to be registered with the Department of Industrial Relations and to file certified payroll records electronically with the Department. District shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor’s principal place of business and at the project site. Vendor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to District, and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Vendor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Vendor in connection with the performance of Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Vendor under this Agreement (“**Documents & Data**”). All Documents & Data shall be and remains the property of District, and shall not be used in whole or in substantial part by Vendor on other projects without the District’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Vendor shall

provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Vendor is entitled under the termination provisions of this Agreement, Vendor shall provide all Documents & Data to District upon payment of the undisputed amount. Vendor shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Vendor shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Vendor shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.5.2 SubVendors. Vendor shall require all subVendors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subVendor prepares under this Agreement. Vendor represents and warrants that Vendor has the legal right to license any and all Documents & Data. Vendor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Vendor or its subVendors, or those provided to Vendor by the District.

3.5.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents & Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Vendor shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Vendor's seal from the Documents & Data and indemnify and hold harmless Vendor and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Vendor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Vendor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Vendor, a party for whom the Vendor is legally responsible or liable, or anyone approved by the Vendor.

3.5.4 Indemnification. Vendor shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Vendor in connection with the performance of this Agreement, shall be held confidential

by Vendor. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Vendor for any purposes other than the performance of the Services. Vendor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Vendor that is otherwise known to Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

VENDOR:

ATTN:

DISTRICT:

JURUPA COMMUNITY SERVICES DISTRICT

11201 HARREL STREET

JURUPA VALLEY, CA 91752

ATTN: MICHAEL GROSS

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by any willful or negligent acts, errors or omissions of Vendor, its officials, officers, employees, sub-vendors, Vendors or agents in connection with the performance of the Vendor's Services, the Project or this Agreement, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Vendor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to

claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor.

3.6.2.2 Indemnity Obligations. Vendor shall defend, with Counsel of District's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents to the extent such allegations are caused by Vendor's willful or negligent acts, errors or omissions. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. In the event the subject action alleges willful behavior or negligence on the part of Vendor and/or the District, or any third parties not under contract with Vendor, Vendor's obligations regarding the District's defense under this paragraph include only the reimbursement of the District's defense costs incurred to the extent of Vendor's negligence. Such reimbursement shall include payment for attorney's fees and costs, including expert witness fees. Vendor shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 District's Right to Employ Other Vendors. District reserves right to employ other Vendors in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Vendor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor further agrees to file, or shall cause its employees or sub Vendors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed the day and year first above written.

**Jurupa Community Services
District,**

Vendor

By:

Chris Berch, P.E.
General Manager

By:

Signature

ATTEST:

Name (Print)

By:

Maria E. Ayala
Secretary to the Board of Directors

Title (Print)

By:

Approved as to form and execution:

Signature

By:

Best Best & Krieger LLP
Michael T. Riddell

Name (Print)

Title (Print)

Dated: _____, **2025**

Corporate Seal (if a corporation)

Attachment "C", Proposal Price Schedule

Vendors shall fully complete this Proposal Price Schedule and return it with their submittal. This Proposal shall include all costs associated with all labor, equipment, materials, transportation, overhead, travel, profit, insurance, bond, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide janitorial services. All prices shall be submitted in US Dollars only.

- **It is the Vendor's responsibility to confirm the square footage of each building**
- **Single award for all District facilities to single most responsive Vendor**

1.	District Headquarters	Total Monthly Cost: _____
2.	Roger Teagarden IXP	Total Monthly Cost: _____
3.	Chino II/CRF	Total Monthly Cost: _____
4.	JCSD Construction Yard	Total Monthly Cost: _____

Monthly Grand Total:_____

Monthly grand total price in words:

Note: In case of a discrepancy, the price shown in words shall prevail

Vendor's Signature

Date

Name Printed

Date

Attachment “D”, Sample Contract Performance Bond
Contract Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Jurupa Community Services District (hereinafter referred to as “District”) has awarded to _____, (hereinafter referred to as the “Vendor”) an agreement for **Janitorial Services** (hereinafter referred to as the “Work”).

WHEREAS, the work to be performed by the Vendor is more particularly set forth in the Contract for the Work dated _____, 2024, (hereinafter referred to as “Contract”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Vendor is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we, _____, the undersigned Vendor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Vendor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, unless otherwise provided for in the Contract, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Vendor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Vendor remains. Nothing herein shall limit the District’s rights or the Vendor or Surety’s obligations under the

Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

Whenever Vendor shall be, and is declared by the District to be, in default under the Contract, the Surety shall remedy the default pursuant to the Contract, or shall promptly, at the District's option:

- (1) Take over and complete the work in accordance with all terms and conditions in the Contract; or
- (2) Obtain a proposal or proposals for completing the work in accordance with all terms and conditions in the Contract and upon determination by Surety of the lowest responsive and responsible applicant, arrange for a Contract between such applicant, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the work, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Vendor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Vendor and any other set offs pursuant to the Contract.
- (3) Permit the District to complete the work in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the work, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Vendor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Vendor and any other set offs pursuant to the Contract.

Surety expressly agrees that the District may reject any vendor or sub-vendor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Vendor.

Surety shall not utilize Vendor in completing the work nor shall Surety accept a proposal from Vendor for completion of the work if the DISTRICT, when declaring the Vendor in default, notifies Surety of the District's objection to Vendor's further participation in the completion of the work.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work and the provisions of Section 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

VENDOR/PRINCIPAL

Name

By: _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent
Representative for service of process
California, if different from above)

(Telephone number of Surety and
Agent or Representative for service
process in California)

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ Secretary of the corporation named as principal to the within bond; that
_____ who signed
the said bond on behalf of the principal was then _____ of said
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was
duly signed, sealed and attested for and in behalf of said corporation by authority of its governing
board.

(Corporate Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be
attached hereto.

Attachment “E”, Vendor’s Identification

1. Legal name of Vendor:			
2. Street Address:			
3. Mailing Address:			
4. Business Telephone:			
5. Facsimile Telephone:			
6. Email Address:			
7. Type of Business:			
<input type="checkbox"/> Sole Vendor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
Other:			
<u>If corporation, indicate State where incorporated:</u>			
8. Business License number issued by the City where the Vendors principal place of business is located.			
Number:		Issuing City:	
9. Federal Tax Identification Number:			
10. Vendors Project Manager:			

Attachment “F”, Sub-Vendors and References

List any sub-vendors who may provide services in support of this project.

[illegible]

Provide at least three (3) references for which similar products/services have been provided within the last five (5) years.

Company	Contact Person	City	Phone Number

Attachment “G”, Workers’ Compensation Certificate

The Vendor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Signature

Vendor Name

Print Name

Business License Number

Title

Date