

PURCHASING DEPARTMENT 2323 N. Broadway – Room 109 Santa Ana, CA 92706 (714) 480-7370

## **BID #1209 - JANITORIAL SERVICES**

DUE: APRIL 25, 2013 at 2:00pm PDT

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BID #1209 – JANITORIAL SERVICES

#### TABLE OF CONTENTS

Pages	
Notice Calling for Bids1	
Information for Bidders	
+ Agreement	
* Bid Bond2	
* Bid Form	
* Information Required of Bidder4	
* Non-Collusion Declaration1	
+ District Insurance Requirements	
+ Workers' Compensation Certificate	
+ Faithful Performance Bond	
+ Drug-Free Workplace Certification1	
* Withholding Exemption Certificate – California Form 590	
* Request for Taxpayer Identification Number and Certification – Form W-94	
General Conditions	
Service Requirements4	
Inspection Report1	
Communication Log Sheet1	
Floor Plans6	

\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.

+ITEMS SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SANTA ANA, CALIFORNIA

#### NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to April 25, 2013 @ 2:00pm PDT at the Rancho Santiago Community College District Purchasing Office, 2323 North Broadway - Room 109, Santa Ana, CA 92706, for the furnishing of:

Bid # 1209 - Janitorial Services

There will be a mandatory pre-bid conference and job walk held on Wednesday, April 17, 2013 at 10:00am PDT beginning at the District Office, 2323 N. Broadway, 1<sup>st</sup> Floor - Room #114, Santa Ana, CA 92706. Bid proposals will be accepted only from bidders who attend the entire pre-bid conference and job walk.

For information and to obtain a copy of the bid packet, please contact Marsha Carmichael at carmichael\_marsha@rsccd.edu or phone (714) 480-7379.

Advertised: Orange County Register April 5 & 12, 2013

#### **INFORMATION FOR BIDDERS**

#### WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. <u>Preparation of Bid Form.</u> Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Project documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at 2323 N. Broadway - Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline. (Public Contract Code Section 20112.) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that their bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. <u>Bid Security.</u> Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the total bid price payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within <u>five (5)</u> working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish Agreement, insurance certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certificate all within <u>five (5)</u> working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Project documents.

4. <u>Signature</u>. Any signature required on Project documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the chairman of the board, president or vice president and one from the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate

seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. <u>Modifications.</u> Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being non-responsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. <u>Erasures, Inconsistent or Illegible Bids.</u> The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being non-responsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. <u>Withdrawal of Bids.</u> Any bid may be withdrawn, either personally or by written request signed by the bidder at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of <u>sixty</u> (60) calendar days after the date set for the opening of bids.

9. <u>Agreement and Bonds.</u> The Agreement, which the successful bidder will be required to execute, and the faithful performance bond, are included. The faithful performance bond shall be in the amount of one hundred percent (100%) of the contract and in the form included in the Project documents, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. The bond premiums shall be at bidder's cost.

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project documents, or finds discrepancies in, or omissions from the Project documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT five (5) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project documents will be made solely at DISTRICT'S discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or emailed or faxed to each bidder known to have received a set of the Project documents. No person is authorized to make any oral interpretation of any provision in the Project documents, nor shall any oral interpretation of Project documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS: AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

11. <u>Bidders Interested in More Than One Bid.</u> No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. <u>Award of Contract.</u> The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any bids or in the bidding process, whichever is in the best of the DISTRICT. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within <u>five (5)</u> business days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. <u>Competency of Bidders</u>. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's experience of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder."

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT'S satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

14. <u>Insurance and Workers' Compensation.</u> The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. The DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project documents. Labor Code Section 1861.

15. <u>Anti-Discrimination.</u> In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

16. <u>Hold Harmless and Indemnification.</u> The successful bidder awarded the contract agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. The DISTRICT assumes no responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

17. <u>Drug-Free Workplace Certification.</u> Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

18. <u>Noncollusion Declaration.</u> In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration.

19. <u>Surety Qualifications for Bonds.</u> Bidders shall ensure all surety companies have a minimum rating of "A," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311.) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

#### AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "DISTRICT"), and \_\_\_\_\_, (hereinafter referred to as "VENDOR").

WHEREAS, the DISTRICT is authorized to contract with a VENDOR to provide Janitorial Services at the District Office facility and Digital Media Center facility.

WHEREAS, the VENDOR is specially experienced, and competent to provide Janitorial Services in accordance with all of the terms, conditions and pricing as set forth in Bid #1209.

#### IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the VENDOR upon the terms and conditions hereinafter set forth, and the VENDOR hereby accepts said conditions and agrees to provide Janitorial Services as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions of Bid #1209.

- 1. The VENDOR shall commence providing Janitorial Services under this Agreement on July 1, 2013, and will diligently perform as required and complete performance by June 30, 2016.
- 2. The DISTRICT has the option to renew this agreement for two (2) additional one (1) year terms by written notice to the vendor not less than thirty (30) days prior to the expiration date.
- 3. The DISTRICT shall pay the vendor monthly payments in accordance with the General Conditions of the bid.
- 4. The VENDOR shall assume all expenses incurred by him/her in connection with the performance of this Agreement, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with this Project.
- 5. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the VENDOR is not an officer, agent, or employee of the DISTRICT.
- 6. The VENDOR agrees to and shall hold harmless and indemnify the DISTRICT and its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. liability for damages for death or bodily injury to person, injury to property, or any loss, damage or expense sustained by the VENDOR or any person, firm or corporation employed by the VENDOR upon or in connection with the services called for in the Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT's officers, employees, or agents.
  - b. any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT's officers employees, or agents. The VENDOR, at the VENDOR's

expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its officers, agents or employees in any action, suit, or other proceedings as a result thereof.

- 7. The VENDOR shall maintain and keep in force during the term of the Agreement, the insurance coverage set forth in Bid #1209. VENDOR agrees to provide all evidences of coverage required by the DISTRICT including certificates of insurance and endorsements. VENDOR must name the DISTRICT as an additional insured on VENDOR's insurance policy followed by a written endorsement.
- 8. The VENDOR shall comply with all applicable federal, state, county and local laws, rules, regulations, and ordinances including workers' compensation.
- 9. Under no circumstances shall the VENDOR assign the work in whole or in part throughout the duration of the contract without prior written consent of the DISTRICT.
- 10. Under no circumstances shall the VENDOR subcontract the work in whole or in part throughout the duration of the contract.
- 11. The DISTRICT has the right to terminate this Agreement for any reason, without penalty, at any time by providing the VENDOR with a written notice of the termination at least thirty (30) days in advance.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the date and year first above written without penalty.

ENTERED INTO THIS AGREEMENT:

FOR THE VENDOR:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Santa Ana, California

By: \_

Signature

Printed Name

•

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

Peter J. Hardash Vice Chancellor of Business Operations/Fiscal Services

Printed Title

Date

Date

Bid Bond No.: \_\_\_\_\_

#### **BID BOND**

	KNOW	ALL	PERSONS	BY	THESE	PRESENT,	that	we_	
			, as P	rincipa	l, and				as
Sure	ety, a Califor	nia admi	tted surety inst	urer, ar	e held and t	firmly bound u	nto the		
DIS	TRICT, here	inafter ca	alled the DIST	RICT, i	in the sum of	of PE	RCEN	Г (	%) OF THE TOTAL
AM	OUNT OF T	HE BID	of the Principa	al subm	itted to the	said DISTRIC	T for th	e worl	k described below for
				•		States, well an rs, successors a	•		made, we jointly and
	2		·	,		·		<u> </u>	ed the accompanying
bid			,						

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within <u>five (5)</u> working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this \_\_\_\_ day of \_\_\_\_\_\_, 201\_\_\_, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of Principal, if Corporation)	Principal (Proper Name of Bidder)
	By:
	Signature
	Print Name
	Title
(Corporate Seal	
of Surety)	Surety
(Attach Attorney-in-Fact Certificate and Required Acknowledgements)	By:
	Signature
	Print Name
	Title
	Address

Telephone No.

Fax No.

#### **BID FORM**

Name of Bidder:

To: Rancho Santiago Community College District, acting by and through its Governing Board, herein called the "DISTRICT".

1. Pursuant to the Notice Calling for Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the complete contract, the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all terms and conditions of the Project documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, an all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required, in accordance with the laws, codes, regulations ordinances and any other legal requirements governing the work in connection with the following:

Service: Janitorial Services

Bid No: 1209

all in strict conformity with the complete contract, as defined in the specifications on file at the office of the said DISTRICT for the sum of <u>place pricing on the attached pricing sheet on page 5 of the Bid Form</u>.

Each individual bid term shall be determined from visiting the work site, review of plans and specifications and other portions of these documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation facilities, labor, superintendence, and services required to perform and complete the work, and bonds, insurance and submittals, all as per the requirements of these documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period of sixty (60) calendar days after the date set for the opening of bids.

3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, faxed, telegraphed, or delivered to the bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the bidder will execute and deliver to the DISTRICT the Agreement and certificates of insurance. The bidder further agrees that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date shown on the purchase order and shall be completed by the bidder on the end date shown on the purchase order.

4. Communications conveying acceptance of bid, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

5. The name of all persons interested in the bid as principals are as follows:

6. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

7. It is understood and agreed that should bidder fail or refuse to return Workers' Compensation Certificate and insurance certificates to the DISTRICT within the time specified, the bid security shall be forfeited to the DISTRICT.

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceeding, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the contract.

10. The required non-collusion declaration is attached.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual	Name:
	Signed by:
	Print Name:
	Date:
	Business Address:

********	******	***************************************	****
Partnership	Name:		
	Signed by:	, F	artner
	Print Name:		
	Date:		
	Business Address: _		
	Other Partners:		
*******	******	***************************************	****
Corporation	Name:(a	Corporation)	
	Business Address: _		
	Telephone:		
	Signed by:	, Pre	sident
	Date:		
	Print Name:	, Pre	sident
	Signed by:	, Sec	retary
	Date:		
	Print Name:	, Sec	retary

[Seal]

***************************************	***********
Joint Venturer Name:	
Signed by:	, Joint Venturer
Print Name:	
Date:	
Business Address:	
Telephone:	
Other Parties to Joint Venture:	
If an individual:(S	ignature)
Print Name:	
Doing Business as:	;
If a Partnership:	
Signed by:	, Partner
Print Name:	
If a Corporation:(a	Corporation)
Signed By:	Date:
Print Name:	
Title:	(Seal)

#### **BID FORM** (PRICING SHEET)

	Year 1		Year 2		Year 3		
Janitorial Services	Monthly	Annually	Monthly	Annually	Monthly	Annually	
District Office	\$	\$	\$	\$	\$	\$	
Subtotal for Three Years: \$							
*Day Porter (as needed per hour) \$ /hr		\$	/hr	\$	/hr		
*Extra Help (as needed per hour)	\$	/hr	\$	/hr	\$	/hr	

	Year 1		Year 2		Year 3	
Janitorial Services	Monthly	Annually	Monthly	Annually	Monthly	Annually
Digital Media Ctr	\$	\$	\$	\$	\$	\$
Subtotal for Three Years: \$						
*Day Porter (as needed per hour) \$ /hr		\$	/hr	\$	/hr	
*Extra Help (as needed per hour)	) \$ /hr \$ /hr /hr		/hr			

Bid Total for Three Years (Both Facilities):	\$

\*The hourly rate for the Day Porter and Extra Help will not be part of the bid total or the bid evaluation.

#### Approximate gross square footage of each floor at the Digital Media Center is as follows:

= 13,364

= 13,565

= 26,929

First Floor Second Floor Total

Γ

Approximate gross square footage of each floor at the District Office is as follows:

First Floor	= 13,392
Second Floor	= 14,205
Third Floor	= 14,275
Fourth Floor	= <u>14,275</u>
Total	= <u>56,147</u>

#### **INFORMATION REQUIRED OF BIDDER**

The Bidder shall furnish <u>all</u> the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the project.

(1) Bidder name and address (Post Office Box Number is not sufficient):

Telephone:			Fax No.: <u>-</u>		
Electronic Mail:					
Individual Partner	ship	Corporation	n	Joint Venture	(chec
Bidder's Business License	No			Class:	
License Expiration Date					
Name of License Holder					
Names and titles of all responsible managing empl	•	rs, officers, j	principals	, responsible man	naging office
responsible managing empl	oyees:	ers, officers, j		-	naging office

(8) Person who inspected work site for your firm:

Name and Title:

Date of Inspection:

(9) Have you ever brought any claim(s) against a public agency? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes", please explain in detail the name of the public agency, nature of the claim and the outcome.

(10) Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm bidding this project. Yes\_\_\_\_ No \_\_\_\_ If the answer is "Yes", give dates, names, addresses and details of surety.

(11) Have you or any of your principals been assessed damages for any project in the past three years? Response must include information pertaining to principals' association outside of the firm bidding this project. Yes\_\_\_\_ No \_\_\_\_ If "Yes", explain:

(12) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to janitorial services during the past three years? Response must include information pertaining to principals' association outside the firm bidding this Project. Yes\_\_\_\_ No \_\_\_\_ If "Yes", provide name of private and public agency and details of the dispute.

)	Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT? Yes No If "Yes", please elaborate.
)	<u>List of References</u> – List the names, addresses, and telephone numbers of five owners or propert managers of similar services at similar facilities in the past three (3) years. The DISTRICT had iscretion to require more than five (5) references.
	Name:
	Address:
	Telephone:
	Name:
	Address:
	Telephone:
	Name:
	Address:
	Telephone:
	Name:
	Address:
	Telephone:
	Name:
	Address:
	Telephone:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature		 	 
Print Name	 	 	 
Title	 	 	 
Date	 	 	 

#### NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the	of	?	the	party	making	the	foregoing
bid.					-		

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Signature

Print Name

#### **INSURANCE REQUIREMENTS**

Every contractor working for the Rancho Santiago Community College District (DISTRICT) shall procure and maintain for the duration of the contract, insurance against claims for injuries and property damage that may arise from or in connection with the performance of this contract agreement. Contractor shall, within ten (10) days of Notice of Award, furnish DISTRICT with the original Certificate of Insurance and endorsements properly executed effecting coverage as required below. Further, the Contractor shall not commence work under this contract until Contractor has provided all insurance required and such insurance has been approved by the DISTRICT, nor shall the Contractor allow any subcontractor to commence work on their subcontracts until all similar insurance required of the subcontractors has been provided to the Contractor. Certificates of Insurance which expire before the Contractor's work is accepted by the DISTRICT shall be renewed, and evidence of such renewal shall be submitted to the DISTRICT, through the Director of Purchasing, for its approval. The Certificate of Insurance shall be kept current with the DISTRICT. Insurance shall be placed with insurers with a Best's rating of no less than A-, Class VIII.

#### Minimum Scope and Limits of Insurance (coverage shall be at least as broad)

**Commercial General Liability** Insurance to include products and completed operations, contractual, independents, broad form property damage, fire legal, and personal injury with a combined single limit of **\$1,000,000 per occurrence** for bodily injury, personal injury and property damage.

**Comprehensive Automobile Liability** Insurance to include all autos owned, non-owned, and hired with a combined single limit of **\$1,000,000 per occurrence** for bodily injury, personal injury and property damage.

Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance limits of **\$1,000,000 per accident**.

#### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to, and approved by, the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the DISTRICT, its officials, employees, agents, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses, unless other arrangements have been made and approved by the DISTRICT.

#### Other Insurance Provisions

The DISTRICT, its officials, employees, agents and volunteers, shall be named as additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises and automobiles owned, occupied or used by the Contractor; documented by a written endorsement. The policy must carry a 30-day cancellation clause.

Contractor's insurance coverage shall be primary insurance and non-contributory with respect to the DISTRICT, its officials, employees, agents and volunteers.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its officials, employees, agents or volunteers.

The Contractor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The insurers for the workers' compensation insurance shall agree to waive all rights of subrogation against the DISTRICT, its officials, employees, agents and volunteers for losses arising from use, occupancy or work performed by the Contractor for the DISTRICT, its officials, employees, agents or volunteers. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

#### WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 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 I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor
Signature
Print Name
Title
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

#### FAITHFUL PERFORMANCE BOND

#### KNOW ALL PERSONS BY THESE PRESENT:

	WF	IER	EAS,	the	Rancho	Santiago	Commu	nity	College	District	of C	range	County,	Califo	rnia
(herein	afte	r re	ferred	to	as "DIS"	TRICT"),	awarded	l to					(	hereina	ıfter
referre	d	to	as	the	"Conti	ractor/Prin	ncipal")	the	contra	ct for	the	wor	k desci	ribed	as:
															<u> </u>
															<u> </u>

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, 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, the above obligation shall hold good for a period of <u>one</u> (<u>1</u>) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of <u>one</u> (<u>1</u>) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean

the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN	WITNESS	WHEREOF,	we	have	hereunto	set	our	hands	and	seals	this	 day	of
	, 201_	·											

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

Contractor/Principal

By: \_\_\_\_

Signature

Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Surety

By: \_\_\_\_

Signature

(Mailing Address, Telephone No. and Facsimile No. of Surety)

\_\_\_\_\_

\_\_\_\_\_

Print Name and Title

(Attach Attorney-in-Fact Certificate and Required Acknowledgement)

#### **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR		
Signature	 	
Print Name	 	
Title	 	
Date	 	

#### **GENERAL CONDITIONS**

#### 1.1 Bid Submission

- a. Bids are due April 25, 2013 at 2:00pm PDT in the Purchasing Department at Rancho Santiago Community College District ("DISTRICT"), 2323 North Broadway - Room 109, Santa Ana, CA 92706. The DISTRICT is not responsible for late or misdirected bids. Bids received after that date and time will be considered non-responsive and returned unopened to the bidder.
- b. Place your bid amounts **ONLY** on the forms provided. To expedite and simplify the bid evaluation and to ensure that each bid receive the same orderly review, all bids shall adhere to the format provided. Bids shall contain all elements of information without exception. Fill in all blanks. Provide information and answer all questions in sections where required. To do otherwise, may deem your bid non-responsive.
- c. Bidder shall respond to the information required of bidder questionnaire which will become part of the bid. Failure to do so may deem your bid non-responsive.
- d. The Bid Form must be signed by an authorized representative and returned, along with the following documents in the sealed envelope. An unsigned bid may be deemed non-responsive and rejected.
  - Bid Form
  - Information Required of Bidder
  - Bid Surety

- Non-Collusion Declaration
- Form W-9
- CA Form 590
- Supply List
- e. After the bid award has been approved by the DISTRICT'S Board of Trustees, the successful bidder shall execute and return to the DISTRICT within five (5) business days after the notification of the award, the following documents:
  - Agreement
  - Faithful Performance Bond
  - Drug Workplace Certification
- Insurance Certification(s) including General Liability/Property Damage and Comprehensive Automobile Liability
- Workers' Compensation Certificate

#### 2.1 Mandatory Pre-Bid Conference and Job Walk

a. There will be a **mandatory pre-bid conference and job walk** held on Wednesday, April 17, 2013 at 10:00am PDT, beginning at the District Office, 2323 N. Broadway, 1<sup>st</sup> Floor - Room #114, Santa Ana, CA 92706 and proceed to the Digital Media Center, 1300 S. Bristol, Santa Ana, CA 92704. Bid proposals will be accepted only from bidders who attend the <u>entire</u> pre-bid conference and job walk. If additional measuring or visitations are required, the bidder is to contact Marsha Carmichael at (714) 480-7379 for the District Office and Gustavo Chamorro at (714) 241-5810 for the Digital Media Center to schedule a time and date. At no time shall the bidder go through the building without prior permission. The bidder is not to disturb the tenants of the facilities for the walk through.

#### 3.1 Bidder Responsibility

a. Bidders are solely responsible for the timely submission of their bid, responsive to the bid instructions and other documents. All information required in the bid shall be completely and accurately provided. Bids shall not contain interlineations, erasures, or other corrections unless the

same are suitably authenticated by initials of the individual(s) executing the bid on behalf of the bidder. Ambiguities or inconsistencies in a bid may result in rejection for non-responsiveness. Faxed copies of bids will not be accepted.

#### 4.1 District Rights

a. The Board of Trustees reserves the right to reject any or all bids, to accept or reject any one or more items of the bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination; or to waive any irregularities or informalities in the bid or in the bidding, whichever is in the best interest of the DISTRICT.

#### 5.1 Clarifications/Communications

a. Questions regarding the bid, or the intent thereof, or any discrepancies, omissions or inconsistencies in the contract documents shall be submitted in writing via fax, e-mail, US mail, or private courier service to:

Marsha Carmichael RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 North Broadway - Room 109 Santa Ana, CA 92706 Phone: (714) 480-7379 Fax: (714) 796-3907 E-mail: carmichael\_marsha@rsccd.edu

- b. The DISTRICT will respond in writing to inquiries submitted in conformity with the foregoing. Inquiries must be received by the DISTRICT five (5) business days prior to the bid opening. The DISTRICT will not respond to inquiries submitted after that date.
- **c.** No oral interpretations, clarifications or modifications to contract documents are authorized on behalf of the DISTRICT, and bidders shall not reply upon any such oral interpretations, clarification, or modification of the bid. The DISTRICT expressly reserves the right to modify or amend the project or portion of the bid by addendum issued to all bidders.

#### 6.1 Bid Security and Faithful Performance Bond

- a. A bid bond, cashier's check or certified check in the amount of ten percent (10%) of the total bid price payable to the DISTRICT shall accompany the bid as a guarantee that the bidder, if awarded the contract, will enter into an agreement within five (5) working days after notice of the award and furnish on the prescribed forms, the necessary insurance certificate, faithful performance bond and payment bond in the amount stated in the bid document.
- b. The successful bidder shall furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the bid total and shall remain in the force and effect through the duration of the contract.

#### 7.1 Term

a. The term of this contract shall be from July 1, 2013 through June 30, 2016 with the option to renew the term for two (2) additional one (1) year terms by written notice to the bidder not less than one (1) month prior to the expiration date. The decision of renewal will be based on the bidder's level of

performance and annual price adjustment. The vendor is to provide a new price schedule for the term extensions by January 1.

- b. The DISTRICT is requesting pricing based on a one, two, and three year term. Upon mutual agreement between the bidder and the DISTRICT, the contract may be renewed on an annual basis. In no case will the contract term be more than five years. The pricing for service beyond the potential contract ending date, will be negotiated and agreed upon in advance for any contract renewal or extension.
- c. A purchase order will be issued at the beginning of the contract through June 30, 2014 and each fiscal year (July 1 through June 30) to cover the service for that year.

#### 8.1 Pricing

- a. The bidder shall provide pricing on the bid form pricing sheet included in the bid package. It is the DISTRICT'S intent to award all the work to one bidder.
- b. The bid must be good for sixty (60) calendar days from the date of the bid opening.

#### 9.1 Invoices

- a. The successful bidder is to invoice the DISTRICT for the actual services rendered on a monthly basis.
- b. The invoice is to include the purchase order number, the service month covered, service performed and monthly base contract amount.

#### **10.1 Termination**

a. The DISTRICT has the right to terminate this agreement for any reason, without penalty, at any time by providing the bidder with a written notice of the termination at least thirty (30) days in advance. The bidder will be compensated for all services provided up to and including the date of termination.

#### **11.1 Scope of Service**

a. It is the intent of these specifications to provide all tools, labor, materials, supplies, equipment and supervision required to keep the above-mentioned facilities in a clean and sanitary condition. Both facilities represent the executive level of management for our DISTRICT. It is our plan and purpose to invite and host high level meetings, conferences and displays at both facilities. The guests at both facilities will include leaders from businesses, government and community groups. The scope of work spelled out in these specifications is intended to communicate the very high standards we will set for the successful bidder.

#### **12.1Bidder Qualification**

a. The bidders submitting bids for this work must have been in the business of providing similar services to similar facilities in this community for the past five years. This experience shall be in Class A commercial facilities with positive references from the clients served.

- b. The bidder shall be of sound financial condition with the ability to promptly pay for labor, services and materials provided as part of this contract.
- c. The bidder shall have a business office staffed during normal business hours to receive and handle problems.
- d. The bidder shall have a management system in place to provide for hiring, training, and evaluating personnel.
- e. The bidder shall have extra staff available to handle special requests and provide coverage for absences, vacations and holidays.
- f. The bidder shall have the equipment available to perform the work called for in this contract.
- g. The bidder shall have the specialized knowledge and skills required to properly maintain both facilities of this size and complexity.
- h. The bidder shall be able to respond to specialized requests for service as it relates to cleaning services.
- i. The bidder will be required to provide dusting of high ceilings using ladders, scaffolding and safety equipment at the Digital Media Center only. The bidder must have the proper insurance coverage for this activity. (See DISTRICT insurance requirements.)

#### **13.1 Supervision**

a. The staff assigned to both facilities shall be supervised by a qualified person that is familiar with these specifications, proper procedures and practices for high quality cleaning of commercial facilities, and is able to communicate effectively with the staff of the service provider as well as DISTRICT staff. The supervisor shall make sure the required supplies, equipment and materials are available; the equipment is in a safe and operable condition; safety practices are strictly followed; and work is inspected to make sure it is in compliance with this contract. The supervisor shall make sure the facilities are secured as directed at the end of each work shift. The bidder shall provide coverage of this position in case of illness or other leaves granted to the regular supervisor assigned to each facility.

#### 14.1 Personnel

a. The personnel assigned to both facilities shall be fully qualified to perform the work assigned. They are to be trained to be familiar with the requirements of this contract as well as the proper procedures for the quality care of Class A facilities. The bidder shall be responsible to conduct a thorough background check to insure the staff assigned does not pose a potential liability to the DISTRICT, its staff, students, clients or visitors. The staff shall be required to wear a uniform shirt of some kind to identify them as an employee of the firm. They shall also be required to have available a form of photo ID at all times they are working in both facilities. They are to be instructed and trained to conduct themselves in a professional and courteous manner when dealing with other personnel at both facilities. They shall be provided with a list of employees assigned to both facilities and notified in advance of any change in assignment.

b. Under no circumstance shall the successful bidder and its employees be allowed to bring family member(s) including children or pet(s) on the premises.

#### **15.1 Quality Control**

- a. It is the responsibility of the bidder to establish and maintain a system for controlling the quality of service provided to both facilities. An account manager or other management personnel shall visit both facilities not less than once every two weeks to inspect the facilities to insure compliance with contract documents; checking with the office of the Director of Support Services, Darryl Odum, and Director of Digital Media Center, Gustavo Chamorro, to determine if there are issues that require action; and to make the DISTRICT aware of operational issues that are affecting the safety or productivity of the bidder's staff. The manager should also offer ideas or suggestions for making improvements that would better facilitate the proper care of the buildings. The manager is to submit a written report to the DISTRICT once per quarter to report the action taken to improve service, respond to problems, and make suggestions for improvements to the facilities.
- b. The DISTRICT shall maintain a communication log at both facilities. The log will include problems or issues that come up during the day needing the attention of the bidder. The log is to be checked by the supervisor at the start of each shift. The supervisor shall investigate the problem, complete the work, and report the action taken in the communication log. The manager is to also check this log at each visit to determine if there are reoccurring problems that need further attention.
- c. Included in this bid package is an inspection report form used by the DISTRICT and shall be available for use by the bidder. However, the bidder may use their own forms as long as the quality of the service is maintained and a written record of performance is available on a monthly basis.

#### 16.1 Safety

a. The bidder is to clearly understand and accept the fact that safety of the personnel and property of both facilities is of extreme importance to the DISTRICT. The bidder is to be aware and knowledgeable of all applicable codes, laws, ordinances, standards and practices that apply to this line of work. The bidder is to provide adequate training to all staff assigned to each facility so they are able to perform their duties in a safe and productive manner. The bidder is to maintain a binder in the supply room that contains a Material Safety Data Sheet on all materials or supplies brought to the site for cleaning purposes. Every employee is to have been trained on the proper use and disposal of these products. There shall be no container of any size, shape or form that does not have a proper label from the manufacturer attached that is clearly legible to the user. The staff using the product shall be able to read and understand the entire label. This may require the bidder to obtain labels in the native language of the user as well as in English. The staff assigned to each facility shall obey the rules and regulations as set forth by the DISTRICT as they relate to their behavior at the site. Any inappropriate behavior may result in the removal of the person from the site at the time of the incident. In this case, the bidder will be supplied with a report of the details of the incident. Repeat offenders will not be allowed to return to the facility.

#### 17.1 Special Events for the District Office Facility Only

a. The District Office facility is used by the community and the DISTRICT to hold special meetings and events on a regular basis. The Board Room, Conference Rooms, and other meeting areas may be required to be set up to facilitate these meetings or events. The DISTRICT shall provide all the chairs, tables and other equipment required to support these events. The DISTRICT also has its own employee to assist during the day shift to do as much of the set up and cleaning after the events as is possible during his/her work shift. The bidder is to include in their base price the cost of setting up tables and chairs for special events, as well as cleaning up after the event. If extra help is needed for a special event outside the normal work hours of the bidder, the service will be billed as an extra to the contract. The DISTRICT will provide adequate information and details for any set ups needed. It needs to be clearly stated that no debris or other evidence of an off-hour event shall be left for the next business day. Both facilities are to be clean and presentable at the start of each business day.

#### **18.1 Day Porter**

a. The DISTRICT employs a Senior Custodian/Utility Worker to assist with operations during business hours. (Currently, there is no senior custodian/utility worker at the Digital Media Center.) This employee will open the facility, check restrooms during the day, set up for special events, clean conference rooms, make minor repairs and perform other support duties as required. This position is occupied by a long-term DISTRICT employee with several weeks of vacation and holiday time earned each year. Due to the nature of this work, it is important to provide coverage at times when he/she is not available. The bidder is to provide an hourly rate to provide coverage for this position. The person filling this position must have strong communication skills, be able and willing to follow oral and written directions, be dependable, and be attired and groomed to work in a professional office environment.

#### 19.1 Extra Help

a. There may be occasions or events that require the services of extra help. This may occur on any day or hour. The DISTRICT will communicate this need to the bidder as far in advance as possible. The bidder is to provide an hourly rate for extra help to do special cleaning or do an unusual set up for an event.

#### 20.1 Start Up

a. At least one week prior to the start of the contract date, the bidder is to schedule a meeting with the Director of Support Services and the Director of Digital Media Center. The purpose of this meeting is to review the requirements of the contract, walk through the facilities, make introductions of key personnel, and review operational procedures.

#### 21.1 Equipment

a. The bidder is to make available all equipment required to maintain both facilities. The equipment provided must be in a safe, operational condition when in use. The staff is to be thoroughly trained on the safe, productive use of the equipment. All equipment is to be operated for its intended use per the manufacturer's recommended methods. Vacuums shall be of the type that uses a beater bar and brush as part of the cleaning head. Suction vacuums alone are not acceptable except in areas where a beater wand cannot reach. The DISTRICT will not use the equipment owned by the bidder without expressed written permission of the bidder.

#### 22.1 Materials

a. The bidder shall supply and pay for all cleaning materials required to maintain both facilities. A storage area will be provided for the purpose of storing a small amount of materials. The storage area will be pointed out at the time of the pre-bid job walk. The bidder shall maintain an adequate supply

of materials at the site for the assigned staff to perform their required duties. It is the responsibility of the bidder to arrange for delivery and placement of the materials in the storage area at the times and frequencies determined necessary by the bidder. All materials delivered to the site shall be new and in containers with labels supplied by the manufacturer. Any used or unlabeled materials shall be immediately removed from the facility.

#### **23.1 Supplies**

a. The bidder shall supply and pay for all cleaning supplies (including all paper products), required to maintain both facilities. All of the requirements for supplies are the same as listed above for materials. The bidder shall also provide and install the personal feminine products in the women's restrooms. The price for these products may be adjusted by the bidder as needed. The funds generated by these sales are kept by the bidder.

#### 24.1 Environmentally Friendly "Green" Products

- a. The DISTRICT strives to increase the use and availability of environmentally preferable products that protects the environment. Whenever possible, and when cost and quality are feasible, the bidder shall provide environmentally friendly "Green" products and be "GreenSeal" certified or have equivalent certification. The DISTRICT reserves the right to make changes to products as needed to remain in compliance with the DISTRICT'S recycling goals.
- b. Under no circumstance shall the bidder increase their bid price during the contract term.

#### **25.1 Recycled Trash/Waste Receptacles**

- a. DISTRICT provides both regular and recycled trash receptacles at each District Office employee's desk and large recycled containers next to each copier. The DISTRICT is requesting that the trash, both regular and recycled, be separated and placed in the appropriate outside dumpster.
- b. The Digital Media Center only has regular trash receptacles in the building and one regular trash dumpster.

#### 26.1 Supply List

- a. The bidder shall submit with their bid response a separate supply list of all the cleaning materials and supplies including personal feminine products needed to maintain <u>both</u> facilities. The list shall include the product number, complete description, and unit of measure. If any changes in products, the bidder shall provide the information immediately.
- b. The DISTRICT reserves the right to make changes to products as needed when products fail to meet quality standards and/or to remain in compliance with the DISTRICT'S recycling goals.
- c. Under no circumstances, shall the bidder increase their bid price during the contract term.
- d. On the next page are the supply items and estimated usage:

District Office Center	r	Digital Media Center			
Description Usage/Case		Description	Usage/Case		
Toilet tissue (96 rls/case)	15	Toilet tissue (96 rls/case)	3		
Multifold towels 9.25"x9.25" (4000/case)	20	Multifold towels 9.25"x9.25" (4000/case)	9		
40x48 clear trash bags (250/case) 6		40x48 clear trash bags (250/case)	1		
30x37 clear trash bags (500/case)	2.5	30x37 clear trash bags (500/case)	1		
24x24 clear trash bags (1000/case)	2	24x24 clear trash bags (1000/case)	1		
Toilet seat cover (5000/case)	2	Toilet seat cover (5000/case)	1		
Hand soap (Liquid)	6 gallons	Hand soap (Liquid)	2 gallons		
Feminine pads (250/case)	Not available	Feminine pads (250/case)	Not available		
Feminine Tampax (500/case)	Not available	Feminine Tampax (500/case)	Not available		
Feminine hygiene bags	<sup>1</sup> / <sub>4</sub> case	Feminine hygiene bags	1/10		

#### **27.1 Drawings**

a. Included in this bid package are the current configurations of both facilities. It should be noted and accepted as part of this contract that the layout and occupancy will vary due to rental and operational activity. The bidder will be notified as changes are made. The pricing for this contract shall remain as bid and not change due to reconfiguration or occupancy density.

#### 28.1 Schedule

- a. The schedule for cleaning at the District Office facility shall begin at 6:00pm, Sunday through Thursday, every week of the year. It should be noted that the DISTRICT usually closes for the week of Christmas and will have minimal occupancy in the space it occupies for the two weeks of Christmas and New Year.
- b. The schedule for cleaning at the Digital Media Center shall begin at 10:00pm, Monday through Friday, every week of the year. It should be noted that the Center usually closes for the week of Christmas and will have reduced occupancy in the space occupied by the Center incubator for the period during the winter, spring, and summer breaks.
- c. This is an excellent opportunity for the bidder to schedule deep cleaning activities. The dates and times vary each year. For your information, the current DISTRICT schedule is attached. This schedule may be changed at any time by the DISTRICT without extra compensation due the bidder.
- d. We will advise our tenants that no service will be provided on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Areas not occupied by the DISTRICT will require service even though the DISTRICT operations are closed.

#### 29.1 Pricing

a. Pricing is based on the pricing sheet attached. Failure to provide the pricing requested may result in the bidder being judged non-responsive and eliminated from further consideration. Pricing shall be held at the bid price for the entire 3-year term of the contract.

#### **30.1 Payments**

a. The bidder shall invoice the DISTRICT each month for the services provided. The invoice shall state the dates covered and an itemized listing of any extra help or services. The DISTRICT shall pay invoices within 30 days of receipt.

#### **31.1 Building Occupancy**

- a. The estimated minimum daily building occupancy for the District Office is 180.
- b. The estimated minimum daily building occupancy for the Digital Media Center is 200 people.

#### **32.1 Service Requirements**

a. The services to be provided are per the attached list.

SERVICE REQUIREMENTS								
Frequency of Activity	Activity	Comments						
Daily	Clean glass entry doors on exterior and interior spaces including terrace							
Daily	Remove debris for ash urns							
Daily	Empty exterior waste containers, wipe tops and replace liners as needed							
Daily	Remove debris and gum from concrete entry, patio and walkway surrounding the building							
Daily	Wipe off exterior tables and chairs							
Daily	Wipe down exterior of common area waste cans							
Daily	Clean elevator doors and control panels							
Daily	Clean kiosk directory	Digital Media Center only						
Daily	Spot clean interior glass panels							
Daily	Vacuum carpets in high traffic areas							
Daily	Dust mop and spot clean hard floor surfaces including terrace							
Daily	Spot clean light switches, door handles, door frames, counters, cabinets and office equipment							
Daily	Dust office furniture, equipment and files							
Daily	Place furniture in proper position							
Daily	Empty waste containers, wipe and replace liners as needed	Use clear liners						
Daily	Clean glass table tops and other flat glass surfaces							
Daily	Spot clean carpets as needed	Carpet extractor machine must be used						
Daily	Vacuum and spot clean area mats as needed							
Daily	Clean and disinfect drinking fountains							
Daily	Dust and/or wipe down fixed furniture such as bookshelves, racks, casework, displays, bulletin boards and white boards including trays	Do not remove messages from displays, bulletin boards or white boards unless directed to do so						

SERVICE REQUIREMENTS							
Frequency of Activity	Activity	Comments					
Daily	Spot clean chair mats as needed						
Daily	Clean and empty water coolers, if any, as needed						
Daily	Clean and disinfect sinks, wipe down tables and chairs, wipe down counters and casework, wipe down all appliances (check inside and out) in eating areas and coffee service areas						
Daily	Clean and disinfect sinks, toilets, urinals, waterless urinals; clean mirrors; restock all paper supplies; refill soap dispensers; clean and polish all fixtures and dispensers; empty trash, wipe down containers and replace liners; spot clean partitions and tile walls; clean and disinfect all door hardware; wet mop and disinfect tile floors; and dump warm water down floor drains in all restrooms	Cartridge filters for waterless urinals are provided and replaced by the DISTRICT					
Daily	Spot clean Studio curtain and Board Room curtain as directed by communication log						
Daily	Spot clean movable wall as needed						
Daily	Spot clean portable tables and chairs as needed						
Daily	Remove any graffiti or other foreign marks on all interior surfaces, including restrooms						
Daily	Return all equipment to proper storage areas; maintain storage area in a neat and organized manner; rinse and disinfect any wet mop used; clean and disinfect mop sink; empty and rinse mop buckets						
Daily	Sweep and spot clean all stairwells						
Daily	Report any damage, mechanical failure, unusual odors or noises						
Daily	Spot clean office partitions and surfaces						
Daily	Wipe down interior surfaces in elevators						
Daily	Turn off all lights throughout the building including private offices. All doors to private offices must be closed.						

SERVICE REQUIREMENTS								
Frequency of Activity	Activity	Comments						
Weekly	Damp mop stairwell surfaces and wipe down handrails							
Weekly	Wipe out and clean fire hose and fire extinguisher cabinets							
Weekly	Thoroughly clean all eating area appliances inside and out. Remove all unused portions of food from all refrigerators, except for refrigerators at the Digital Media Center							
Weekly	Damp mop all hard floor surfaces including terrace							
Weekly	Perform low dusting of baseboards, chair legs, corners and edges							
Weekly	Dust and/or wipe down ledges and window sills							
Weekly	Polish all wood furniture and surfaces	Take extreme care in maintaining wood surfaces in incubator Conference Room on second floor at the Digital Media Center and the Board Room on the first floor at the District Office. Also, all wood doors are included as part of this activity.						
Weekly	Dust signs, frames, displays and bulletin boards							
Weekly	Vacuum all carpeted areas							
Weekly	Clean and disinfect all telephones							
Weekly	Bonnet or spin clean of carpet areas	¼ sections weekly so all areas are covered on a monthly basis						
Weekly	Remove fingerprints and other markings from personal computer equipment and other office equipment such as typewriters, adding machines, fax machines, printers and copiers							
Weekly	Buff hard surface flooring in all areas other than Store Rooms, except epoxy floor at the Digital Media Center							
Weekly	Sweep, damp mop and wipe down all surfaces in utility rooms. This includes the custodial supply room, electrical rooms, mechanical rooms, server rooms, etc.							

SERVICE REQUIREMENTS									
Frequency of Activity	Activity	Comments							
Monthly	Machine scrub and reapply floor finish to hard surface floors, except epoxy floor at Digital Media Center	Note: Utility rooms to have a sealer applied and maintained in a sealed condition; only need to reseal as surface wears. Tile restroom floors are also to be sealed and maintained.							
Monthly	Wipe down base of furniture, chairs, plastic, vinyl and leather furniture.								
Monthly	Vacuum fabric covered surfaces, including furniture, walls, partitions, drapes, etc.								
Monthly	Dust vertical and horizontal window blinds								
Monthly	High dust door frames, tops of office partitions, and casework, air supply and return grills, corners and edges of ceilings, etc.								
Semi-annually	High dust exposed duct work, conduit, cable trays and cabling, corrugated metal walls, stairwells, security cameras and can lights, etc.	Digital Media Center only							
Semi-annually	Extract all carpet areas	Schedule in advance to notify occupants							
Semi-annually	Pressure wash concrete entry, balcony, patio and walkway surrounding the building and exterior eating area surfaces	Schedule in advance during the months of November and May							
As needed	Replace burned out lamp bulbs at the Digital Media Center only	Lamp bulbs are provided by the DISTRICT							

#### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT JANITORIAL INSPECTION REPORT

Area	Inspecto	or		Date
	POINTS 3	POINTS 2	POINTS 1	COMMENTS
EXTERIOR				
DEBRIS/GUM ON STAIRS/BALCONY				
WALLS CLEAN				
ASH URNS CLEAN				
TRASH CANS CLEAN				
WINDOWS & DOOR CLEAN				
WALLS				
FINGERPRINTS				
SPILLS				
CHALK/OTHER DUST				
FLOORS				
SWEEPING				
MOPPING & MARKS				
WAX & BUFF				
CORNERS & EDGES				
BASEBOARDS				
CARPETING				
VACUUMING				
SPOTTING				
SHAMPOOING				
CHALKDUST				
EDGES				
CORNERS				
DUSTING				
FURNITURE/EQUIPMENT				
BLINDS				
HIGH AREAS				
RESTROOMS				
FLOORS				
STOCK				
GLASS				
SINKS				
TOILETS				
PARTITIONS				
MISCELLANEOUS/OTHER				
AREAS ORGANIZED				
UTILITY ROOMS				
CUSTODIAL ROOM				
CUSTODIAL CART				
EQUIPMENT CARE				
KITCHEN/EATING AREAS				
EXIT SIGNS				
36" CLEAR AT ELECTRICAL PANELS				

#### TOTAL SCORE

### **COMMUNICATION LOG SHEET**

DATE: \_\_\_\_\_

COMMENTS/REQUESTS	

# **FLOOR CARE** "ADDITIONAL" SERVICES PERFORMED **SECURITY ISSUES/CONCERNS COMMENTS/MISCELLANEOUS REMARKS BY BIDDER'S SUPERVISOR**

SUPERVISOR SIGNATURE