



**Central Basin**  
Municipal Water District

**RFP No. 108**

**REQUEST FOR PROPOSALS**

**FOR**

**Janitorial Services**

**RFP Issue: June 24, 2011**

**RFP Due: July 11, 2011**

**TERM: August 2011 – July 2013**

**Issued by**

**Central Basin Municipal Water District**  
**6252 Telegraph Road**  
**Commerce, CA 90040**  
**Telephone: (323) 201-5500**  
**Fax: (323) 201-5554**  
**[www.centralbasin.org](http://www.centralbasin.org)**

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## **SECTION 1 - BACKGROUND INFORMATION**

Central Basin Municipal Water District (Central Basin or District) is a public agency that purchases imported water from the Metropolitan Water District of Southern California (MWD). Central Basin wholesales the imported water to cities, mutual water companies, investor-owned utilities, and private companies in Southeast Los Angeles County. The District also supplies water for groundwater replenishment and recycled water for municipal, commercial, and industrial use. Additionally, Central Basin's award-winning education program, bilingual Speaker's Bureau, website, and groundbreaking conservation programs help to increase public awareness about key water issues. The Central Basin service area includes 24 cities and a population of more than 2 million. It is governed by five publicly elected directors. Additional information about the District may be found on [www.centralbasin.org](http://www.centralbasin.org).

## **SECTION 2 - STATEMENT OF PURPOSE**

The District is seeking proposals from qualified companies. The purpose of this Request for Proposals (RFP) is to demonstrate the background, qualification, competence, and capability of the company seeking to undertake these services with the District.

The District is seeking proposals from qualified Janitorial service providers to provide janitorial services at the District's headquarters located in Commerce, CA.

## **SECTION 3 - SCOPE OF WORK/PROJECT TASK**

The qualified company is required to perform and complete the work and provide the services as set forth in Exhibit "D" of this RFP.

## **SECTION 4 - MINIMUM COMPANY QUALIFICATIONS**

- (1) The company must have been in business for a minimum of five (5) years.
- (2) The company must have at least five (5) years experience providing janitorial services.
- (3) The company must maintain an office in Southern California that is open during regular business hours.

## **SECTION 5 - PROPOSAL REQUIREMENTS**

All Proposals must include and will be evaluated based on the following criteria:

1. A detailed scope of services that reflects the company's understanding of the District's requirements.

2. Provide written responses to all the “Minimum Company Qualifications”.
3. Personnel Qualifications: The Proposal shall identify the project manager and staff to be assigned to the District and include the project manager and staff’s qualifications, training, and certifications to perform the services outlined in Exhibit “D” attached hereto.
4. List of Clients: A list of major clients served during the last five (5) years with contact information (i.e. name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of them for references.
5. Additional Company Qualifications: The Proposal shall include the size of the company as to number of clients, the size of the company’s staff, the location of the administrative office, and the number and positions of staff who will work with the District regularly. Please identify if the company is veteran, minority, or women-owned.
6. Capability to Meet District’s Requirements: This section should include experience and history of successful completion of projects.
  - (a) Discuss the company’s capability to manage and schedule projects, the standard turnaround time, current relative workload, and staff’s availability.
  - (b) Demonstrate the company’s expertise and experience in the projects identified under Exhibit “D”.
  - (c) Demonstrate any experience the company has had working with clients similar in size or industry as Central Basin, or experience working within the general service area.
7. Fee Schedule: If applicable, include a schedule of rates per hour for partners, principals, directors, specialists, project managers, and staff. The rates should contain all direct and overhead expenses, and premiums <if necessary, attach a Rate Schedule in your proposal> for any rush work. Indicate if the company follows the complied prevailing wage law.

## **SECTION 6 - TERMS AND CONDITIONS**

### Acknowledgement of District’s Contract Provisions

Interested companies should review and acknowledge the following provisions in the proposed contract:

1. Insurance Requirements: The following are the District’s standard insurance requirements.

The company shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed. The company shall provide the following coverage:

- (a) General Liability: \$1,000,000 per occurrence  
\$2,000,000 aggregate
- (b) Business Automobile Liability: \$1,000,000
- (c) Workers' Compensation: \$1,000,000

(i) General Liability: coverage should include \$1,000,000 per occurrence, \$2,000,000 aggregate, as applicable. Prior to the start of work, the selected company shall provide to the District evidence of insurance from an insurer(s) certifying the coverage.

(ii) Business Automobile Liability: Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Workers' Compensation and Employer's Liability Insurance: shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

## 2. Indemnification:

(a) To the fullest extent permitted by law, CONSULTANT and its performance bond surety, shall defend, indemnify and hold harmless the District and its Engineer, Board, employees, officers, agents, consultants, sub-consultants, and independent CONSULTANTS, from and against liabilities, claims, actions, damages, losses, penalties, costs and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the Work, or any portion thereof; CONSULTANT or its sub-consultant use of the Project site; CONSULTANT failure to pay sub-consultants and/or other; CONSULTANT or its sub-consultants construction of the Work, or failure to construct the Work, or any portion thereof; breach of any warranty and/or guaranty, express or implied; failure of CONSULTANT or sub-consultants to comply with applicable laws, rules, regulations, or other requirements; for products installed in or used in connection with the Work; or, any act, omission, negligence, breach of contract, or willful misconduct of CONSULTANT or its sub-consultants or their respective agents, employees, material or equipment suppliers, invitees or licensees whether

caused in whole or in part by the acts or omissions of CONSULTANT, its sub-consultants, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether the allegations underlying such claims, action, damage, loss, penalty, cost, or expense are without merit, true or false and whether or not caused by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of defense and/or indemnity, which would otherwise exist as to a party, person, or entity described herein. Nothing set forth in this Section 13 is intended to provide indemnification for those situations precluded by law, including without limitation, California Civil Code §§ 2782(a) and/or 2782(b).

(b) The CONSULTANT's defense obligation under this Section 13 is immediate. If any action or proceeding is brought against the District by reason of any of the matters against which CONSULTANT has agreed to indemnify the District as above provided, CONSULTANT, upon notice from the District, shall defend the District at CONSULTANT's expense by counsel acceptable to the District. The District need not have first paid any of the matters as to which the District is entitled to indemnity in order to be so indemnified.

(c) The CONSULTANT's obligations pursuant to this Section 13 shall survive final payment, contract completion, acceptance of the Work, any termination of the Contract and/or any termination of CONSULTANT'S right to proceed with the Work in whole and/or in part.

3. Term: The initial term of the contract is for a two (2) year period. Either party may terminate this contract at any time, with or without cause, within 30 days of written notification of termination.

A sample contract is attached as Exhibit "C" for your review. This contract is representative of the contract that will be executed upon award to the successful company. If the company does not agree with these provisions, the company should include all comments and proposed contract language in the Proposal. Submission of Proposal in response to this RFP constitutes acceptance of all terms and conditions set forth above, unless otherwise stated.

### **SECTION 7 - REQUEST FOR CLARIFICATION**

Company requesting clarification pertaining to this RFP shall submit all requests through written correspondence by 5:00 pm on July 8, 2011, to:

Albert Plimpton  
Central Basin Municipal Water District  
6252 Telegraph Road  
Commerce, CA 90040  
Tel no: (323) 201-5575

Fax no: (323) 201-5554  
Albertp@centralbaisn.org

### **SECTION 8 - SUBMITTING PROPOSAL**

To be considered, five (5) copies of the Proposal must be received no later than 3 p.m. on July 11, 2011. The following information is required by the deadline for the company to be considered:

1. Title Page and Table of Contents.
2. Letter of Introduction signed by the officer of the company and a summary highlighting the key points of the proposal.
3. Detailed Proposal.
4. Signed Acknowledgement Form - refer to Exhibit "A" attached hereto.
5. Signed Conflict of Interest Form - refer to Exhibit "B" attached hereto.

Submit your Proposal to:

Art Aguilar  
General Manager  
Central Basin Municipal Water District  
6252 Telegraph Road  
Commerce, CA 90040

### **SECTION 9 - SCHEDULE**

The following dates reflect the anticipated schedule for the Proposal and selection of the company:

<b><i>Events</i></b>	<b><i>Date</i></b>
RFP distribution to companies	06/24/11
Questions from companies about scope or approach due	07/08/11
Responses to companies about scope or approach due	07/08/11
Proposal due date	07/11/11
Target date for review of Proposals	07/12/11
Anticipated decision and selection of company(s)	07/25/11
Anticipated commencement date of work	08/01/11

## **SECTION 10 - SELECTION PROCESS AND EVALUATION CRITERIA**

Proposals will be examined for compliance with all the requirements in the sections of this RFP. Proposals that do not comply will be subject to disqualification without further consideration.

District staff will evaluate each proposal submitted for completeness, company qualifications, company experience, capability to meet District requirements, and cost of services. Proposing companies should note that the pricing, while important, will not be the **only** deciding factor in the final selection but rather the ability of the company to provide and perform the required duties as outlined in Exhibit "D".

### ***Weighted Evaluation Criteria:***

Completeness of the Proposal	5%
Company qualifications	15%
Evaluation of experience	20%
Capability to meet District requirements	20%
Fee/Rates	40%
<b>TOTAL</b>	<b>100%</b>

Oral presentations and written questions for further clarifications may be required of some or all companies. Final scoring will be based on a predefined method considering the proposal and interview.

District staff will present the recommendation for contract award to the Committee. The District's Board of Directors will make a final decision based on the Committee's recommendations. The District will provide all companies with a written notice of the recommendation the staff will present. The notice will provide a reasonable time period to allow each company a chance to address the Directors at the next Board meeting at which the Board of Directors plan to authorize the contract.

Any Proposal that does not include written/documentated responses to all items of the "Proposal Requirements" will not be considered. Postmarks, facsimiles and e-mails will not be accepted.

It is anticipated that the qualified company will be selected by July 25, 2011.

### **SECTION 11 - CONFIDENTIALITY**

The District is subject to Public Records Act under the California Government Code Section 6250 et. seq. As such, all required submitted information is subject to disclosure to the general public.

Proposals submitted and terms and conditions specified in each company's bid response will remain the property of the District.

### **SECTION 12 - PROPOSAL ACCURACY**

A proposal which is in any way incomplete, irregular, or conditional will not be accepted. By submitting a proposal, companies agree that any significant inaccuracy in information given by the company to the District will constitute good and sufficient cause for rejection of the proposal.

### **SECTION 13 - DISCLAIMER**

Central Basin reserves the right:

1. To reject any or all Proposals;
2. Withdraw this solicitation at any time without prior notice, and furthermore makes no representations that any contract will be awarded to any respondent to this RFP;
3. Award its total requirements to one respondent or to apportion those requirements among two or more respondents as Central Basin may deem to be in its best interests;
4. Negotiate a final contract with any respondent(s) as necessary to serve the best interest of Central Basin;
5. Amend this RFP.

### **SECTION 14 - CONFLICT OF INTEREST**

The District is subject to Political Reform Act, under California Government Code section 1090, et. seq. To protect the District Directors and staff, all potential contracting parties with the District shall be required to complete a Conflict of Interest Questionnaire prior to the award. Refer to Exhibit "B" attached hereto.

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**EXHIBIT "A" ACKNOWLEDGMENT FORM**

RFP No. 108 - Janitorial Services at District Headquarters

**PART A**

The proposing company warrants the following:

- 1) That it will not delegate or subcontract its responsibilities under contract without the expressed, prior written permission from Central Basin Municipal Water District.
- 2) That all information provided in connection with this proposal is true and correct.
- 3) That it will acknowledge and agree with all terms and conditions stated in this request for proposal.

Company Name (Respondent to RFP):

\_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

Signature

**PART B**

The above listed company is responding to a Request for Proposals for a qualified and experienced company to provide Janitorial Services.

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 3:00pm: July 11, 2011

**Central Basin Municipal Water District  
6252 Telegraph Road  
Commerce, CA 90040  
Attn: Art Aguilar, General Manager**

**EXHIBIT "B" CONFLICT OF INTEREST FORM**

Central Basin Municipal Water District's (Central Basin) Code of Conduct prohibits its Directors and staff from making decision in which he/she has certain financial or personal relationships with a contracting party. The questions that follow are intended to alert Central Basin to potential code of conduct conflicts. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows Central Basin to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, Central Basin reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate Central Basin's policies or California law and thus preclude a contracting party's participation in this award. All contracting parties and proposed subconsultants must respond to each of the following questions. For responses answered "yes" Central Basin may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Central Basin Board members or employees have any of the following financial relationships with your company or with proposed subconsultants?

Owner	[Yes] [No]
Member	[Yes] [No]
Partner	[Yes] [No]
Officer	[Yes] [No]
Employee	[Yes] [No]
Contractor; Consultant	[Yes] [No]
Broker	[Yes] [No]
Major Stockholder:	[Yes] [No]

(Major stockholder means ownership of 3% or more of company stock.)

If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal?

[Yes] [No]

2. Are you, or to the best of your knowledge, are any officers or key employees of your company or proposed subconsultants an immediate family member of any current Central Basin Board member or employee?

[Yes] [No]

3. To the best of your knowledge, is a Central Basin employee or Board member seeking or being considered for employment by your company or by proposed subconsultants?

[Yes] [No]

4. To the best of your knowledge, have you or any officers or key employees of your company or any proposed subconsultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the District?

[Yes] [No]

5. To the best of your knowledge, have you or any officers or key employees of your company or any proposed subconsultants ever served on Central Basin's Board?

[Yes] [No]

6. Have any of your current employees been employed by the District in the past 5 years?

[Yes] [No]

*I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.*

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 3:00pm : July 11, 2011

**Central Basin Municipal Water District  
6252 Telegraph Road  
Commerce, CA 90040  
Attn: Art Aguilar, General Manager**

**EXHIBIT "C" SAMPLE AGREEMENT**  
**PROFESSIONAL SERVICES AGREEMENT NO. \_\_\_\_\_**  
**between**  
**CENTRAL BASIN MUNICIPAL WATER DISTRICT**  
**and**  
\_\_\_\_\_  
**for**  
\_\_\_\_\_

The Central Basin Municipal Water District, herein "DISTRICT", and \_\_\_\_\_, herein "CONSULTANT", agree as follows:

**SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide \_\_\_\_\_ including but not limited to \_\_\_\_\_

**SECTION 2 - SCOPE OF SERVICES**

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

**SECTION 3 - TERM**

The term of this Agreement shall be for \_\_\_\_\_.

**SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT's offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT's approval of, and consent to the terms and conditions of this Agreement herein contained.

**SECTION 5 - TERMINATION**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by providing written notification to the CONSULTANT thirty (30) days prior to the requested termination date. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT's possession in which the DISTRICT, has or may acquire an interest.

**SECTION 6 - AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT's designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

\_\_\_\_\_

Central Basin Municipal Water District  
6252 Telegraph Road  
Commerce, CA 90040  
\_\_\_\_\_@centralbasin.org  
Tel: (310) 436-\_\_\_\_\_

**SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis. Total payments shall not exceed \$ \_\_\_\_\_.

**SECTION 8 - BILLING**

(a) CONSULTANT shall submit an itemized invoice that includes:

1. Date or period of service.
2. A description of the services performed.
3. DISTRICT's Agreement number.
4. The name of the DISTRICT's Project Manager.
5. CONSULTANT's remittance address.
6. Name and phone number of CONSULTANT's accounts receivable representative.

(b) When applicable, CONSULTANT's invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.

(c) CONSULTANT shall submit invoices to the following address:

Central Basin Municipal Water District  
Attn: Accounts Payable  
6252 Telegraph Road  
Commerce, CA 90040

(d) Incomplete invoices will be returned to the CONSULTANT.

(e) DISTRICT's payment terms are net 30 days after receipt of invoice.

**SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by First-Class Mail, postage prepaid, or facsimile transmission.

To: CONSULTANT

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

To: DISTRICT

Central Basin Municipal Water District

Attn: General Manager

6252 Telegraph Road

Commerce, CA 90040

Phone: (323) 201-5500

Facsimile: (323) 201-5554

**SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS**

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other

projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

#### **SECTION 11 - CONFIDENTIALITY**

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

#### **SECTION 12 - FORCE MAJEURE**

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

#### **SECTION 13 - INDEMNIFICATION**

(d) To the fullest extent permitted by law, CONSULTANT and its performance bond surety, shall defend, indemnify and hold harmless the District and its Engineer, Board, employees, officers, agents, consultants, sub-consultants, and independent CONSULTANTS, from and against liabilities, claims, actions, damages, losses, penalties, costs and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the Work, or any portion thereof; CONSULTANT or its sub-consultant use of the Project site; CONSULTANT failure to pay sub-consultants and/or other; CONSULTANT or its sub-consultants construction of the Work, or failure to construct the Work, or any portion thereof; breach of any warranty and/or guaranty, express or implied; failure of CONSULTANT or sub-consultants to comply with applicable laws, rules, regulations, or other requirements; for products installed in or used in connection with the Work; or, any act, omission, negligence, breach of contract, or willful misconduct of CONSULTANT or its sub-consultants or their respective agents, employees, material or equipment suppliers, invitees or licensees whether caused in whole or in part by the acts or omissions of CONSULTANT, its sub-consultants, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether the allegations underlying such claims, action, damage, loss, penalty, cost, or expense are without merit, true or false and whether or not caused by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of defense and/or indemnity, which would otherwise exist as to a party, person, or entity described herein. Nothing set forth in this Section 13 is intended to provide indemnification for those situations precluded by law, including without limitation, California Civil Code §§ 2782(a) and/or 2782(b).

(e) The CONSULTANT's defense obligation under this Section 13 is immediate. If any action or proceeding is brought against the District by reason of any of the matters against which CONSULTANT has agreed to indemnify the District as above provided, CONSULTANT, upon notice from the District, shall defend the District at CONSULTANT's expense by counsel acceptable to the District. The District need not have first paid any of the matters as to which the District is entitled to indemnity in order to be so indemnified.

(f) The CONSULTANT's obligations pursuant to this Section 13 shall survive final payment, contract completion, acceptance of the Work, any termination of the Contract and/or any termination of CONSULTANT'S right to proceed with the Work in whole and/or in part.

#### **SECTION 14 - INSURANCE REQUIREMENTS**

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office policy form CG 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(1) Commercial General Liability and Automobile Liability

(i) The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as insureds. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).

(ii) The CONSULTANT'S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents, and volunteers and any insurance or self insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents, and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

(vi) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the

required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract, but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

(2) All Coverages:

(i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or 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, Attention: Project Manager.

(d) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

(e) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the subconsultants at the job site and make them available for review by the DISTRICT.

#### **SECTION 15 - ATTORNEY'S FEES**

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

#### **SECTION 16 - ASSIGNMENT**

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

#### **SECTION 17 - INDEPENDENT CONSULTANT**

The CONSULTANT is an independent CONSULTANT and not an employee of the DISTRICT.

#### **SECTION 18 - APPLICABLE LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

#### **SECTION 19 - INTEGRATION**

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the date first written above.

APPROVED:  
Central Basin Municipal Water District

By: \_\_\_\_\_ Date \_\_\_\_\_  
Art Aguilar, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date \_\_\_\_\_  
District Counsel

APPROVED:

CONSULTANT

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

Title: \_\_\_\_\_

### **EXHIBIT "D" SCOPE OF WORK/PROJECT TASK**

Prospective company will be responsible for daily overnight (Monday – Friday) cleaning and housekeeping of all meeting rooms, office areas, general areas, restrooms, kitchens, lobbies and entrance areas located on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the District's offices in Commerce, Ca. General housekeeping will include, but is not limited to, emptying trash, dusting, sweeping, mopping, vacuuming, removal of fingerprints, smudges, etc. from doors, countertops, woodwork, walls, furniture and fixtures throughout the work week. Additional duties include waxing of the floors and cleaning of the carpets on an as needed basis. Prospective company will also be responsible to provide all cleaning and paper supplies, including liquid hand soap as well as any other supplies needed. These supplies should be billed separately on an as needed basis and should not be included as part of monthly service fee.