

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: PUBLIC WORKS

BOARD AGENDA # \*B-2

Urgent \_\_\_\_\_ Routine X

AGENDA DATE February 20, 2001

CEO Concur with Recommendation YES pkc NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT: APPROVAL TO AWARD CONTRACT TO PROVIDE JANITORIAL SERVICES FOR THE COMMUNITY SERVICES CENTER

STAFF  
RECOMMEN-  
DATIONS:

1. SELECT THE PROPOSAL SUBMITTED BY GANDARILLA BUILDING SERVICES AND APPROVE THE AWARD OF A ONE-YEAR CONTRACT WITH PROVISION TO EXTEND THREE ADDITIONAL YEARS FOR JANITORIAL SERVICES FOR THE COMMUNITY SERVICES CENTER; AND,
2. AUTHORIZE THE PURCHASING AGENT TO SIGN THE AGREEMENT AND ANY EXTENSIONS OF THE TERM.

FISCAL

IMPACT: The basic contract of \$17,500 per month (\$210,000 annually) represents an annual savings of \$12,096 from what is currently being paid. However, it is expected that the actual savings will be less as a result of the performance incentive provision of the agreement that provides for a \$250.00 per week incentive payment for each week the facility receives an overall rating of "Exceptional" on the weekly inspection report. This contract is paid through the Building Maintenance General Fund budget which is 100% reimbursed by the facility occupants which are Non-General Fund departments resulting in no net impact on the General Fund.

BOARD ACTION

No. 2001-117

On motion of Supervisor Caruso, **Seconded by Supervisor Simon**,  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

Motion:

Christine Ferraro

File No.

SUBJECT: APPROVAL TO AWARD CONTRACT TO PROVIDE JANITORIAL SERVICES FOR THE COMMUNITY SERVICES CENTER

PAGE: 2

**DISCUSSION:** In June of 1994, the Board of Supervisors awarded the initial janitorial services contract for the Community Services Center. At that time, the Board determined that the Community Services Center was remote from other County facilities and generally remote from available County employee resources, and a comprehensive request for proposal process was initiated.

That agreement and subsequent extensions have expired, requiring the approval of a new agreement to provide janitorial services for the Community Services Center.

**Request for Proposal Process:**

A request for proposal was issued with a comprehensive description of the level of service the County expected to receive. The specificity of the level of service was developed through collaboration with the janitorial service customers occupying the Community Services Center. Additionally, the specificity of the level of service and evaluation criteria were designed to clearly inform proposers of the County's service expectations and method of evaluating proposals so that their proposals could be as responsive as possible, and from a cost analysis perspective, be as comprehensive as possible.

The Request for Proposal was advertised and a mandatory pre-proposal conference was conducted on September 21, 2000, with six participants. On September 29, 2000, four proposals were received. At that time an evaluation committee was formed. An evaluation process that followed established procedures was developed to score the proposals from both a qualifications and interview perspective.

Interviews of each of the proposers were conducted on November 8, 2000. The proposals were ranked including the pricing portion of the proposals. Lastly, reference checks were made, and the committee prepared a recommendation.

A copy of the Request for Proposal and the detailed janitorial service specification are available from the Clerk of the Board for your review.

**Summary of Proposals:**

Fifty percent of the ranking used by the Evaluation Committee was based on proposer qualifications as detailed in the RFP. The other 50% of the ranking was based on the monthly price for the level of service proposed.

**SUBJECT:** APPROVAL TO AWARD CONTRACT TO PROVIDE JANITORIAL SERVICES  
FOR THE COMMUNITY SERVICES CENTER  
**PAGE:** 3

**DISCUSSION**

**(Continued):** The recommended proposal was submitted by Gandarilla Building Services of Modesto. This company's base proposal at \$17,500 per month or an annual cost of \$210,000, represents a savings of \$1,008 per month or an annual savings of \$12,096, from what is currently being paid for janitorial services for the Community Services Center.

The remaining proposers all met the minimum standard service, but their cost exceeds that of the recommended vendor.

**POLICY**

**ISSUE:** This action promotes efficient government operations by providing cost effective janitorial services to a remote facility.

**STAFFING**

**IMPACT:** There are no staffing impacts associated with the approval of this agreement.

**AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and Gandarilla Building Services ("Contractor") on February 26, 2001.

**RECITALS**

WHEREAS, the County has a need for services involving janitorial services at the Community Services Facilities; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. TERM

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars

(\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses, related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the

Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

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

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

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and



endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of

Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 10. RECORDS AND AUDIT

10.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may

be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Department of Public Works  
Building Maintenance  
Attention: Rob Macha  
1010 Tenth Street, Suite 3500  
Modesto CA 95354

To Contractor: Gandarilla Building Services  
1013 Imperial Avenue  
Modesto CA 95358  
Attention: Hilaria Gandarilla Rogers

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

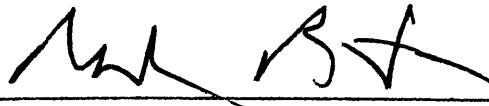
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


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IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

GANDARILLA BUILDING SERVICES

By   
Dale Butler  
Purchasing Agent  
2-26-01

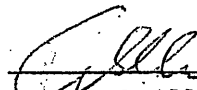
By   
Hilaria Gandarilla Rogers  
Owner

"County"

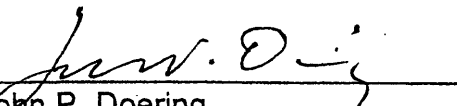
"Contractor"

APPROVED AS TO CONTENT:  
DEPARTMENT OF PUBLIC WORKS

TAX I.D. NUMBER 77-0317655

By   
George Stillman  
Director

APPROVED AS TO FORM:  
MICHAEL H. KRAUSNICK  
COUNTY COUNSEL

By   
John P. Doering  
Deputy County Counsel

V:\WP\LOUISE\JANITOR\CONTRACT\CSA.WPD

## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

To provide all the labor, materials, equipment, and incidentals to perform janitorial services at the Community Services Facilities located at 251 East Hackett Road, Modesto CA 95358.

All work and services provided under this Agreement shall be performed in accordance with the Request for Proposal #00-19 (the "RFP") and with the Contractor's proposal and response to the RFP, both of which, by this reference, are made part hereof.

### B. COMPENSATION

Contractor shall be compensated, and paid in arrears, on a monthly basis for work performed and services provided under this Agreement. Contractor shall submit an invoice in duplicate each month and the County shall pay the Contractor within 45 days after approval of the invoice the monthly rate of \$17,500.00 adjusted by applicable penalties and incentive payments as set forth in RFP #00-19.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$210,000.00 per year, plus incentive payments earned by the Contractor.

### C. TERM OF AGREEMENT

The initial term of this contract shall be <sup>180</sup>~~365~~ calendar days from date of Notice to Proceed. The date of Notice to Proceed shall be effective 30 days from the date of the fully executed contract.

If mutually agreeable to both parties, this contract may be extended on a year-to-year basis, however, in no case shall the renewal extend beyond four (4) years from the date of award of the original contract.

3/30/01  
180 H.E. [Signature]



**PURCHASING AGENT**

1010 Tenth Street, Suite 5400, Modesto, CA 95354

PO Box 3229, Modesto, CA 95353-3229

Phone: (209) 525-6319

Fax: (209) 525-7787

# REQUEST FOR PROPOSAL

RFP NO. 00-19

## CONTRACT SPECIFICATIONS FOR: JANITORIAL SERVICES AT COMMUNITY SERVICES FACILITIES

PROPOSALS MUST BE RECEIVED PRIOR TO 2:30 P.M.  
**SEPTEMBER 29, 2000**

DELIVER TO: STANISLAUS COUNTY PURCHASING DIVISION  
1010 TENTH STREET, SUITE 5400/P.O. BOX 3229  
MODESTO, CA 95353

Pre-Proposal Conference September 21, 2000 at 2:30 p.m  
MANDATORY  YES Community Services Agency  
 NO 251 E. Hackett Road  
(Enter through the Receiving Area)  
Modesto CA 95358

NAME AND ADDRESS OF VENDOR SUBMITTING BID

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



PROPOSAL TO THE COUNTY OF  
STANISLAUS MODESTO, CALIFORNIA  
PURCHASING DIVISION

PROPOSALS MUST BE RECEIVED  
BY THE PURCHASING DIVISION  
COUNTY ADMINISTRATION BLDG.  
1010 TENTH STREET SUITE 5400  
PRIOR TO 2:30 P.M. ON

FOR: JANITORIAL SERVICES AT THE  
COMMUNITY SERVICES AGENCY

SEPTEMBER 29, 2000

RFP NO. 00-19

Name of Proposer \_\_\_\_\_ Telephone \_\_\_\_\_

Type of Business:  Individual doing business under own name       Corporation  
 Individual doing business using a firm name       Partnership  
 Joint venture (Please attach Joint Venture Agreement)

Business Address: \_\_\_\_\_

Street                      City                      State                      Zip Code

To the County of Stanislaus:

The undersigned, as proposer, certifies under the penalty of perjury that the only persons or parties interested in this proposal as principals are those named herein as proposer; that this proposal is made without collusion with any other person, firm, or corporation; that in submitting this proposal he/she has examined the "General Conditions and Instructions to proposers" and the specifications; that he/she proposes and agrees if this proposal is accepted, he/she will execute and fully perform the contract for which proposals are called; that he/she will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he/she will take in full payment therefor, the prices set forth in the attached schedule.

\_\_\_\_\_  
Typed or Printed Name and Title

\_\_\_\_\_  
Signature

---

Address (if different than above business address)

**DECLARATION UNDER PENALTY OF PERJURY**

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the proposal.

EXAMPLE

If bidder is:

Sign:

1. An individual doing business ..... Your name only  
under own name
2. An individual using a firm name ..... John Doe, an individual doing business as Blank Company
3. A partnership ..... John Doe and Richard Roe, partners doing business  
as Blank Company, By John Doe, partner
4. A Corporation ..... Blank Company, by John Doe, secretary (or other title)

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Typed or Printed Name and Title	Signature
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Address (if different than above business address)

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**FOR COUNTY USE ONLY**

Proposal was opened on above date and at prescribed place.

Proposal bond required:       No       Yes      Amount \$ \_\_\_\_\_

Received:     Cashiers or Certified Check drawn on a California bank

Surety Bond

\_\_\_\_\_  
Purchasing Division Stanislaus County

## GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSER

1. Proposals shall be delivered to the County Purchasing Division, P. O. Box 3229, CA 95353, or 1010 Tenth Street, Suite 5400, Modesto, CA 95354 prior to 2:30 p.m. on September 29, 2000. Proposals received after that time will be returned unopened to the respective proposer and will not be considered for evaluation.

Mistakes must be corrected and the correction inserted; correction must be initialed in ink by the person signing the Proposal.

All proposals shall be submitted in a sealed envelope and clearly identified on the outside to read:

- a) JANITORIAL SERVICES AT COMMUNITY SERVICES FACILITY
- b) RFP #00-19
- c) September 29, 2000

Proposals shall be opened in public at 2:30 p.m. on said date.

2. Alternate proposals will be considered unless otherwise stipulated.
3. If required, before award or execution of the contract by the County, the contractor shall file with the County a surety bond satisfactory to the County in the amounts and for the purpose noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
4. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.
5. All provisions of the County code are applicable to any proposal submitted or contract awarded pursuant thereto.
6. If equipment is proposed, it is to be newest and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.

7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total proposal price for the purposes of proposal evaluation. Any cash discount offered by the successful proposer will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.
8. Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the lowest responsible proposer, subject to the right of the County to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine, unless the proposer objects to such extension in writing with his proposal.

In addition to price in determining the lowest responsible proposer, consideration shall be given, but not limited to:

- a. The quality and performance of the supplies to be provided by the proposer;
  - b. The ability, capacity and skill of the proposer to perform the contract or effectuate the transaction;
  - c. The ability of the proposer to perform the contract or effectuate the transaction within the time specified, without delay;
  - d. The character, integrity, reputation, judgment, experience and efficiency of the proposer;
  - e. The quality of proposer's performance on previous purchases by, or contracts with, the County;
  - f. The ability of the proposer to provide future maintenance, repair parts and services for the supplies provided.
9. Stanislaus county does not discriminate on the basis of race, religion, sex, national origin, marital status, age, physical handicap or ownership by women or minorities.

**SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY MAY NOT ACCEPT A PROPOSAL FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.**

### **Cost of Preparation of Proposal**

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such cost shall be borne by the Proposer.

### **Rights to Pertinent Materials**

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

### **Modification to Scope of Work**

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

### **Right of County to Reject Proposals**

The County reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

### **Submission of Proposals**

The submission of a proposal is a two (2) phase process. Proposals consisting of two (2) separately sealed envelopes marked "PROPOSAL" and "RFP-PRICING" shall be submitted to the Stanislaus County Purchasing Division at the place and time specified in this notice.

During phase one (1) the Proposal Statements and RFP-Pricing will be received by the County's Purchasing Division. However, only the Proposal Statements will be opened at that time. Thereafter, the Proposal Statements and the sealed RFP-Pricing information will be forwarded to the Stanislaus County Community Services Agency Evaluation Committee for evaluation.

In phase two (2), the Community Services Agency Evaluation Committee shall select the proposal which is considered to be the most cost effective and is in the best interest of the County.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

**IMPORTANT**  
**RFP**  
**INSTRUCTIONS**

**VENDORS ARE REQUIRED TO SUBMIT  
AN ORIGINAL AND 5 ADDITIONAL  
COPIES OF THIS PROPOSAL INCLUDING ALL  
REQUIRED ATTACHMENTS SUCH AS  
BROCHURES AND CATALOGS  
ON THE DATE AND AT THE  
TIME AND LOCATION SPECIFIED  
ON THE COVER SHEET**

**FAILURE TO DO SO MAY CAUSE  
YOUR PROPOSAL TO BE REJECTED**

## DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares: that he holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this bid; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this bid, that the undersigned knows and represents and warrants to the County of Stanislaus that this bid is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this bid.

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR/FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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



## **ADDITIONAL TERMS AND CONDITIONS**

### **Proposal Elements**

The proposal elements detailed are Section I Qualifications Proposal, Section II Financial Reports, and Section III Pricing Proposals. Proposals shall address these elements as indicated:

### **Section I Qualification Proposal**

In Section I please submit your Qualification proposal which includes complete information about your company and its ability to perform the work. This section shall include responses to the following questions:

1. Number of years in business as a custodial firm.
2. Brief history of the firm, including ownership structure and key principals.
3. Facilities that are maintained of a similar size and scope of the Community Services Facility, or detailed information about the size and scope of your current contracts.
4. Number of full-time employees and number of part-time employees performing custodial services as of the date of submission of your response to this Request for Proposal.
5. Employee background check procedures; security procedures.
6. List of references of firms that have used your custodial services. List names, addresses, telephone numbers and contact persons.
7. List of contracts that have not been renewed or terminated in the past five years. List names, addresses, telephone numbers and contact persons.
8. Current organizational structure.
9. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
10. Identify the individuals who will be assigned to supervise the work on this project, and provide their resumes.
11. Provide a detailed description of your safety program.

12. Provide a description of your procedures for handling and storage of cleaning materials.
13. Provide information relating to the Proposer's proposed approach to accomplish the work, INCLUDING A DETAILED DESCRIPTION OF THE STAFFING (i.e., MANAGEMENT, SUPERVISORS, WORKERS), EQUIPMENT, SUPPLIES, AND SUPPORT STAFF, EMPLOYEE-TO-SUPERVISOR RATIOS, AND RESOURCES WHICH WILL BE DEDICATED TO THIS PROJECT. ATTACH RESUMES OF THE MANAGEMENT AND SUPERVISORY INDIVIDUALS WHO WILL BE ASSIGNED TO THIS PROJECT. **IT IS IMPORTANT THAT A COMPLETE DESCRIPTION BE PROVIDED.**

## **Section II Financial Reports**

In Section II please submit Financial Reports which include detailed information about the Proposer's financial condition, which includes the following information:

1. Statement of Income and Retained Earnings, last five years.
2. Changes in financial position, last five years.
3. Balance sheet, last five years.
4. Latest interim Balance Sheet and Income Sheet.
5. List of fixed assets - equipment, vehicles, etc., by brand name, model and age.
6. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
7. Identify what percent of your company's annual revenue shall this contract represent.

If any of the above documents or information are not available, state, "Not Available," and state the reason such information is not available.

## **Section III Pricing Proposals**

A separate document that details the total costs to the County for the proposal being submitted.

**ALL cost incurred and billed to the County, including labor, equipment, materials, overhead and profit shall be included within the Proposer's Pricing Proposal Form. The cost for insurance and bonding shall be separately identified. Prevailing Wages are not required for this work.**

## **Evaluation of Proposals**

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. The objective of this evaluation is to perform a thorough and fair evaluation of proposer responses and facilitate the selection of a solution that best satisfies the County requirements. The following describes the evaluation process and associated components.

### **Selection Process**

The County shall name, for the purpose of evaluating the proposals for this Request for Proposal, an Evaluation Committee composed of representatives from the County. Proposal documentation requirements set forth in this Request for Proposal are designed to provide guidance to the Proposer concerning the type of information that shall be used by the Evaluation Committee. Proposers shall be prepared to respond to requests by the Evaluation Committee for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at their option, may award this proposal on the basis of the initial proposals.

### **Evaluation Steps**

It is anticipated that the followings steps will be performed by the Evaluation Committee in evaluating proposals, however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Step 1      Review and Evaluation of proposal
- Step 2      Proposer Interviews (Optional)
- Step 3      Ranking of Proposals
- Step 4      Recommendation of Award

The Evaluation Committee shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost.

### **Evaluation Criteria**

The following criteria shall be used by the Evaluation Committee in recommending contract award:

- The quality of the work and equipment used to perform the work;
- The ability, capacity and skill of the proposer to perform the work;
- The ability of the proposer to perform the work within the required time specified;
- The character, integrity, reputation, judgement, experience and efficiency of the proposer;
- Any other factor deemed to be in the best interests of the County.

Specific considerations shall be given to:

1. Proposer's response to Request for Proposal including adherence to format completeness; **quality of the proposal** and extent of documentation.
2. The qualifications of the proposer including experience and resources, and quality and background of personnel assigned to the work.
3. The proposed level of services to be provided by the proposer.
4. The financial condition of the proposer, including financial stability, available resources, bonding and insurance.
5. The proposed cost to the County.

Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be aggregated to provide a total score for each of the proposers.

#### **Evaluation (Performance)**

During the term of this contract, substandard performance by the Contractor will be noted on the ***Inspection Detail of Contractual Janitorial Services form*** (attachment) by a representative of the County. The Contractor will be required to acknowledge the condition and the condition will be monitored by the County until it is corrected. For acknowledged conditions that remain unchanged more than 24 hours, the Contractor will be assessed a **penalty at the scale of \$50.00 - \$500.00 (See Inspection Detail of Contractual Janitorial Services form, attached)**. These amounts will be deducted from the Contractor's invoice for the month following the month in which a condition remained uncorrected for more than two days. **Continued substandard performance may result in termination of this contract.**

#### **Address Change**

Vendors are responsible for notifying the County Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County Purchasing Division, P. O. Box 3229, Modesto, CA 95353.

## **Award**

The County of Stanislaus reserves the right to award this contract to the Contractor whose total aggregate proposal is most responsive to the needs of the County. An evaluation of the Contractors ability, quality, and performance on previous or current contracts shall be used in addition to total cost as a basis of award for any resultant contract. The County reserves the right to reject all proposals.

## **Proposal Evaluation**

In determining the amount proposed by each Contractor, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work.

If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

## **Proposal Inquiries**

Questions, in written form, regarding this proposal should be referred to:

Stanislaus County Purchasing Division  
P. O. Box 3229  
Modesto, CA 95353  
Attn: Louise Summerlot  
(209) 525-6354

These inquiries are to be submitted at least ten (10) days prior to the proposal opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written amendment. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

**Business License**

Prior to beginning any work or delivering any equipment or material to be furnished under this specification and proposal, Contractors shall secure the appropriate business license from the County, if required by the County's business license regulations. Business license information may be obtained by calling (209) 525-6400. Proposer must indicate, in the space provided below, the number and expiration date of their business license.

Contractor's: County License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Compliance With OSHA**

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Contractor or any of the Contractor's employees shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the County of such violation.

**Conference (Pre-Proposal)**

As a prospective Contractor, you are **required** to attend a mandatory pre-proposal conference to be held **at 2:30 p.m. on September 21, 2000, at Stanislaus County Community Services (Receiving Area)**. Failure to attend this conference will result in rejection of your proposal.

Proposal packages will be made available only through time and date of above announced Mandatory Pre-Proposal Conference. Subsequent addenda, if applicable, will be furnished only to those Contractors who attend the Mandatory Pre-Proposal Conference.

**Contract Extension**

If mutually agreeable to both parties, this contract may be extended on a year to year basis, however, in no case shall the renewal extend beyond  4  years from the date of award of the original contract.

**Contract Representative**

During performance of the contract, the Stanislaus County will be represented by Harrison □Rusty□James at (209) 558-8775.

### **Default By Contractor**

In case of default by Contractor, the County reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs incurred by the County thereof.

### **Examination of Contract Documents**

The Proposers shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Proposer find discrepancies in, or omissions from, the Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least **ten (10)** days prior to the proposal opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

### **Exceptions**

The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

### **Faithful Performance Bond**

The successful contractor(s) may be required to furnish a faithful performance bond in the amount of 100% of the contract price. The contractor(s) must include the cost of the bond, if applicable, in the total contract price, but be able to substantiate the actual cost of the bond should the County elect to waive the bond requirement and reduce the contract price by that bond amount. In the event the contract is subsequently terminated for failure to perform, the contractor and /or surety will be liable and assessed for any and all costs for the reprourement of the contract services.

### **Payment and Invoicing**

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice. All invoices must be submitted **in duplicate** to facilitate payment.

### **Removal of Unsatisfactory Employees**

The Contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

### **Total Charge Per Month**

The price proposed as the total charge per month for each area listed above shall include all wages, payroll taxes, taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead, and profit. The basic hourly wage, including fringe benefits, paid to each employee shall be equal to or greater than the general prevailing rates of wages and fringe benefits as established for Stanislaus County for the same classification.

### **Termination**

Contract may be terminated by the County upon thirty (30) days advance notice in writing.



## STANISLAUS COUNTY PURCHASING DIVISION

### COMMUNITY SERVICES FACILITY

### JANITORIAL TRAINING PROGRAM

The Community Services Agency, a tenant in the Community Services Facility, is looking to establish a training program in the janitorial field. A key feature of this training program is to hire welfare (TANF) recipients to do some of the work, comprising at least half the positions needed to clean the facility. We encourage proposers to take advantage of a 50% recipient wage subsidy of periods up to six (6) months as an incentive to participate in the program. There may be additional tax advantages in hiring recipients which the proposer could explore.

The goal is to reduce the welfare caseload by aggressively exploring employment opportunities, taking advantage of incentive regulations that allow a six (6) month wage subsidy. We encourage creative proposals that solve some of the traditional barriers for trainees, such as child care and transportation. For example, most janitorial services, except for vacuuming can be done during normal business hours.

Drug screening test is required for all potential employees, provided at contractor expense. All potential employees must be bondable, and receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company.

Key aspects of this training program include the following:

1. Provide a written evaluation of trainee's progress to County on a monthly basis.
2. Keep attendance records of trainee, and have records available for site reviews.
3. Inform County immediately of any trainee noncompliance.
4. Provide information and follow-up on Workers' Compensation claims, as requested by County.
5. Collaborate with county to achieve a successful completion of the project which will ultimately have the participants placed in permanent positions in the industry.
6. In conjunction with the Community Services Agency, and Department of Employment and Training, the County will provide initial recruitment, assessment, and referral of trainees.

7. Monitor worksite attendance, progress, communication with worksite supervisor and assist in the resolution of problems.
  
8. Provide a quarterly report to the County indicating the following:
  - a. The number of trainees brought into the training program
  - b. The number of trainees converted to full time employment
  - c. The number of trainees dropped from the program and the reasons
  
9. The experience level of the trainers in this program shall be detailed in the proposal. The County will collaborate with the janitorial company to help achieve a successful training program that will ultimately have the participants placed in permanent positions in the Janitorial Industry.
  
10. The County will collaborate with the janitorial company to help achieve a successful training program that will ultimately have the participants placed in permanent positions in the Janitorial Industry.

**Scope of Work**  
**COMMUNITY SERVICES FACILITY**

*Note: The County will supply all toilet paper, paper towels, toilet seat covers, restroom soap, trash container liners, and light bulbs to the vendor. Vendor to supply sanitary napkins and recover money from machines and County to maintain machines. The vendor shall provide all other chemicals, supplies and equipment. All cleaning chemicals and other supplies used by the vendor must be used in accordance with all federal, state, and local laws.*

*A list of all chemicals and supplies to be used must be approved by the County in advance of any application. Material Safety Data Sheets (MSDS) must be on-site and available for all chemicals stored and used within a service area.*

*Vendor employees shall be required to wear a uniform and name badge for identification purposes. Uniforms will at all times be clean and neat in appearance.*

*The vendor shall be responsible to secure/lock the interior and exterior portions of the building during hours to be specified by the Maintenance Director.*

In addition to the regular servicing of areas within the building, the vendor is expected to provide necessary set-up/takedown and custodial services for events on Saturdays, Sundays, and legal holidays (25 or less occurrences). If occurrences exceed 25, the county shall consider additional compensation.

The vendor is responsible for the cleanliness and sanitation of the **entire** building, exterior areas, all furniture, and other fixtures both inside and outside of the building **except for: Food Services Serving and Preparation Areas.**

A Day Janitor, supplied with a County Pager, is to be on-site from 8:00 a.m. to 5:00 p.m., Monday through Friday.

The description of each service area is to be used as a guideline for the vendor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the custodial vendor.

Custodial services are deemed a perishable service. Failure to perform a service as specified may result in an immediate deduction from the payments as specified in the □Inspection Report□.

Notwithstanding any other provisions of this proposal, the vendor warrants that the materials, supplies, and services furnished shall be of the most suitable grade and exactly as specified in this bid. Such warranty shall include performance, workmanship, labor, and materials.

As an incentive to maintain this facility in exceptional condition, an incentive of \$250.00 is offered each week when an overall rating of □Exceptional□ is achieved on the Inspection Report.

The County Contracts Administrator will conduct weekly walk throughs of the building with the vendor. Areas that are not maintained at the desired service level, as determined on the walk throughs, may result in a deduction from payments. Chronic service problems may result in cancellation of this contract.

If any services performed under this contract are not maintained at the desired service level, the vendor will be required to correct the deficiency at no increase to the total contract amount. If the vendor elects not to correct the deficiency or is unable to do so within 24 hours, deductions in payment may occur. These deductions will vary depending on the frequency of the deficiency from \$50 - \$500 ( See □Inspection Detail of Contractual Janitorial Services□ attached).

The first occurrence of a failure to timely correct a deficiency will cause a \$50.00 deduction. The second occurrence of a similar problem will cause a deduction of \$200.00. The third occurrence of a similar problem will cause a deduction of \$500.00.

There are Security and Confidentiality issues that must be reviewed with all janitorial staff that will be assigned to this site. Topics include background checks, confidentiality of case records, and video surveillance. A detailed outline of these issues will be provided to the vendor selected for this project.

### **Initial Cleaning**

1. All initial cleaning shall be inclusive in the contract bid price.
2. All windows shall be cleaned within two weeks.
3. All carpeting shall be cleaned within one month.
4. All infrequent tasks such as window washing must be cleaned on schedule and reported to the contract administrator upon completion, no later than twenty four hours.

### **Custodial Maintenance Areas**

**Area #1 - Street level building exterior including windows and exterior walls, and courtyards.**

## **Use**

This area will be open and visible to the public five days a week. As the entrances to this facility, these areas must be maintained at a high level to give an outstanding first impression of this facility. They must remain visually attractive and be in a clean and sanitary condition at times of normal public access (estimated to be from 7 AM to 6 PM).

## **Minimum Quality and Frequency Standards**

At a minimum, the following tasks must be performed at the described quality standards and frequencies. If additional servicing is required to maintain the area in a clean and sanitary condition, this shall be the responsibility of the contractor without additional compensation. Emergency response, when required, is expected within ten (10) minutes.

### **1.0 Trash Containers**

**Task:** Empty all trash containers, replacing trash container liners at each servicing. Clean and disinfect exterior and interior surfaces of trash containers and areas immediately adjacent to the trash containers. Remove trash to offsite location.

**Frequency:** Daily or more often if needed to maintain quality standards (five days per week) so that the area is ready to be used at 7 AM. During special events more frequent servicing may be required.

**Quality Standard:** Keep trash containers and the area around the containers in a clean and sanitary condition, free of odors, residues and stains. Containers are to be emptied on a schedule so that the debris does not overflow the container capacity.

### **1.1\_ General Litter and Debris in Outdoor Areas**

**Task:** Remove litter and debris, including gum and food/drink residues, from all outdoor areas including but not limited to walking surfaces, planters, fountains, seating areas, sidewalks and Bus Stop. Keep areas free of odors and undesirable residues such as urine, vomit and other excrement that may arise from persons using the area for other than the intended purposes. Disinfect areas as appropriate to eliminate odors and health hazards.

**Frequency:** Daily or more often if needed to maintain quality standards (five days per week) as necessary to keep all outdoor surfaces in a clean, sanitary and visually attractive condition. Nightly servicing insures the area is ready to be used at 7 AM.

**Quality Standard:** By 7 AM each day, outdoor areas shall be serviced so that they are in a clean, sanitary and visually attractive condition.

From the hours of 7 AM to 6 PM, routine cleaning shall occur as necessary to maintain the surfaces in this condition. Such cleaning shall be done in a manner to not disturb the users of this area.

### **1.2 Outdoor Areas - General Cleaning**

Task: clean areas including but not limited to walking surfaces, patios and seating areas to remove dust, dirt and small and large debris.

Frequency: Daily or more often if needed to maintain quality standards (five days per week), so that the area is clean and sanitary at 7 AM each day.

Quality Standard: No buildup of dust or small or large debris is allowed to occur.

### **1.3 Seating Areas and Tables**

Task: Clean and sanitize seating areas, tables, and drinking fountains so that users can enjoy these features at all times.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) and/or more often, if needed, after heavy public use to keep the areas usable for patrons and building occupants. Areas are to be ready for use at 7 AM.

Quality Standard: No residues or debris are present which would limit the use of these features by the patrons and building occupants. These features are kept in a clean, sanitary, and highly presentable condition.

### **1.4 Sand Urns**

Task: Clean sand urns to remove cigarettes and other debris.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) cleaning and sifting. Change sand on a monthly basis. Areas are to be ready for public use at 7 AM.

Quality Standard: Sand is cleaned and sifted so that no paper, debris or cigarette residues are present.

### **1.5 Exterior Glass and Other Building Surfaces**

Task: Clean street level glass and exterior building surfaces.

Frequency: A.: Weekly or more often if needed to maintain quality standards cleaning unless significant marks, hand prints or other smudges or blemishes occurs on the surfaces between cleaning.

**B.: Second story glass, including Rotunda□s, every six (6) months.**

Quality Standard: Windows and exterior surfaces are kept in a visually attractive condition, giving the appearance of an as new condition.

### **1.6 Lights, Flagpole Area and Bus Stop**

Task: Clean exterior light fixtures, flagpole area, and bus shelter to maintain a visually attractive appearance.

Frequency: Weekly or more often if needed to maintain quality standards unless significant residues are present between cleaning. Report any vandalism or graffiti to Building Management.

Quality Standard: These features are kept in an as new condition and remain visually attractive.

## **Custodial Maintenance Areas**

### **Area #2 - First Floor Public Lobbies, Corridors, Staff Street, and Interview Rooms**

***Note: The hours noted in this Section may change to meet tenant needs.***

#### **Use**

These areas must be maintained in an exceptional condition, as they will be the most visited parts of the building. These areas will be open to the public five days per week. Custodial services will be needed during times when the facility is open to the public; in addition it will be necessary during non-business hours to perform routine and deep cleaning. Hours of operation of the building are Monday through Friday from 7 AM to 6 PM.

#### **Minimum Quality and Frequency Standards**

At a minimum, the following tasks must be performed at the described quality standards and frequencies. If additional servicing is required to maintain the area in a clean and sanitary condition, this shall be the responsibility of the contractor without additional compensation. Emergency response is expected from the vendor for spills and other unforeseen custodial conditions within then (10) minutes by the Day Janitor.

### **2.0 Entrances**

Task: clean entrance areas to the building, including but not limited to doors, door jams, walls surfaces, walkways, steps, emblems, and entrance mats.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) so that entrances are presentable at 7 AM, Monday-Friday. Spot clean during business hours to maintain surfaces in a clean and sanitary condition.

Quality Standard: Entrances are to be clean, sanitary, polished as appropriate to maintain the original surface luster, and odor free.

### **2.1 Corridors**

Task: Vacuum, spot clean, and deep clean carpeted areas; sweep, mop and maintain surface luster intended for all hard surfaced floor areas. Respond to daytime spills or other custodial related emergencies within ten (10) minutes.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) for routine cleaning. Spot removal as needed. Deep cleaning on a quarterly basis or more often, if needed. Work is to be performed during non-business hours unless a spill occurs which requires response during public access hours.

Quality Standard: Floor surfaces are maintained in a manner to extend the life of the surfaces as well as maintaining a high quality visual appearance.

The Day Janitor is able to respond to spills or other emergencies within ten (10) minutes and take care of the situation as appropriate.

## **2.2 Trash Containers**

Task: Empty all trash containers, replacing trash container liners at each servicing. Clean exterior and interior surfaces of trash containers and areas immediately adjacent to the trash containers. Disinfect containers as necessary to eliminate odors. Remove trash to offsite location.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) except during special events when more frequent servicing is required. All trash containers are to be serviced by 7 AM each day.

Quality Standard: Keep trash containers and the area around the containers in a clean and sanitary condition, free of odors, residues and stains. Containers to be emptied on a schedule so that the debris does not overflow the container capacity.

## **2.3 General Litter and Debris**

Task: Remove litter and debris, including gum and other food residues, from corridor areas including but not limited to walking surfaces and seating areas. Keep areas free of odors and undesirable residues such as urine, vomit and other excrements that may arise from persons using the area for other than the intended purposes.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) as

necessary to keep all surfaces and features in a clean, sanitary and visually attractive condition. Interview Rooms require daily attention. Report any vandalism or graffiti to Building Management.

Quality Standards: by 7 AM each day, areas shall be serviced so that they are in a clean, sanitary, and visually attractive condition. From the hours of 7 AM to 6 PM, routine cleaning shall occur as necessary to maintain the surfaces and features as closely as possible to their original condition.

## **2.4 Restrooms**

Task: Routine cleaning, sanitizing and disinfecting of floors, traps, drains, fixtures, mirrors, doors, walls, ceilings, toilets, urinals, sinks, personal hygiene disposal containers, dispensers and any other items that are a part of a functioning restroom. Stocking of restroom supplies including paper towels, toilet paper, feminine hygiene dispensers, toilet seat covers, soap, and other supplies occurs. Deep cleaning of areas and as needed to maintain the desired conditions. Stripping and coating of floors occurs as needed to maintain the original luster of the floors.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) before 7 AM.

Quality Standard: Restrooms remain in an as new condition, with fixtures and features that are maintained in a clean, sanitary, and odor free condition. Report any vandalism or graffiti to building Management.



## **2.5 Glass Surfaces**

Task: Clean entry glass, exterior of store front glass and all other glass surfaces on the first level of the building that are a part of the public space area of the corridor.

Frequency: Weekly cleaning of all glass surfaces or more often if needed to maintain quality standards. Spot cleaning as necessary during the week to keep surfaces free of hand prints, dust, and other residues.

Quality Standard: Glass surfaces are presentable at all times during hours of public use. Surfaces are cleaned professionally so they are streak and smudge free.

## **2.6 Elevators**

Task: Clean and polish exterior of first level elevator surfaces. Clean entire interior surface of elevators including floors, walls, buttons, and ceilings. Exterior and interior surfaces are to be regularly maintained so that they are free of fingerprints, sticky residues, graffiti, and other visible marks or foreign materials. Remove all trash and debris from the elevators.

Frequency: Nightly or more often if needed to maintain quality standards (five days per week) cleaning of the elevators so that they are ready for use at 7 AM, Monday-Friday. Spot clean elevators during the day to maintain a presentable condition during working hours.

Quality Standard: Elevators are always clean, polished and free of odors and debris at the beginning of each day. Spot cleaning is sufficient to maintain a high quality image during the business hours of the facility.

## **2.7 Light Fixtures**

Task: Change bulbs and lamps in light fixtures as they burn out. Clean lenses or coverings on fixtures.

Frequency: As needed, change bulbs or lamps. Clean lenses or coverings on a quarterly basis. Vacuum tracks of suspended overhead lighting.

Quality Standards: Lights are illuminating areas as designed.

## **2.8 Seating Areas, Tables, Drinking Fountains, Snack Bar and Dining Seating Areas**

Task: Clean and sanitize seating areas including tables and chairs, and maintain drinking fountains so that users can enjoy these features at all times.

Frequency: Daily (five days per week) and/or more often if needed to keep the areas usable for the patrons and building occupants. Areas are to receive routine cleaning by 7 AM each day.

Quality Standard: Seating areas, tables, chairs and drinking fountains are in a clean and sanitary condition during business hours.

## **2.9 Public Counters**

Task: Maintain public access counters in a clean and sanitary condition. Wipe down counters to remove fingerprints, smudges and other residues. Keep areas below counters wiped down and generally free of marks and other surface blemishes. Pay particular attention to the high traffic areas leading to and in front of the counters to insure that they are in a clean and visually attractive condition.

Frequency: Daily or more often if needed to maintain quality standards (five days per week), vacuum carpeted areas and mop and treat resilient floors to maintain their original luster. Deep clean areas leading to and adjacent to the counters on a monthly basis or more often if needed. Deep cleaning includes the use of buffing and or extraction equipment.

Quality Standards: Counters and areas associated with the counters are maintained in a clean, sanitary and attractive condition.

## **2.10 Window Ledges, Windows, Window Coverings**

Task: Dust window ledges. Dust hard surface window coverings. Clean interior windows. Maintain blinds or other window coverings in a clean and sanitary condition, spot cleaning as necessary.

Frequency: Weekly or more often if needed to maintain quality standards cleaning of ledges, trim areas, and hard surface coverings. Spot clean other residues as necessary. Wash interior windows on a quarterly basis. Remove obvious smudges or hand prints on a weekly basis or more often if needed. Spot clean drapery fabric as needed.

Quality Standard: Window and window coverings remain in a clean, sanitary and attractive condition.

## **2.11 Custodial Closets**

Tasks: Clean and maintain custodial closets. Second Floor roof access ladders must remain accessible at all times. Equipment and supplies must be stored elsewhere within these janitorial closets.

Frequency: Daily or more often as needed to maintain quality standard (seven days per week).

Quality Standard: closets are maintained in a clean and organized condition and readily accessible to County representative. All materials are stored in labeled containers used for the application of chemicals.

### **Custodial Maintenance Areas**

#### **Area #3 - Office Areas**

##### **Use**

These employee occupied work areas are in operation from 6 AM to 6 PM, Monday to Friday, exclusive of holidays. Some office areas may have staffing at different hours. Contractor is to work around special staffing situations.

To maintain a positive work environment, the employees are expecting a product that allows them to be proud of their association with this building. A high standard of maintenance will be necessary to meet or exceed the expectations of the people working in these areas.

### **Minimum Quality and Frequency Standards**

At a minimum, the following tasks must be performed at the described quality standards and frequencies. If additional servicing is required to maintain the area in a clean and sanitary condition, this shall be the responsibility of the contractor without additional compensation. Unless otherwise specified, routine custodial work is to be performed between the hours of 6 PM and 6 AM.

### **3.0 Chairs**

Task: Clean chairs, including seating, arms, backs, rollers and other components. Place chair, at the end of the cleaning, with arms and seat partially under the desk so that the workstations have a uniform appearance.

Frequency: Daily or more often if needed to maintain quality standards (five days per week) check chairs for stains and debris. Take action as necessary to maintain chairs in an as new condition. Vacuum/clean chairs on a monthly basis to remove dirt and dust from the surfaces. Wipe down non-fabric surfaces on a monthly basis and polish components as appropriate.

Quality Standard: Chairs are maintained in a clean, sanitary and odor free condition. Chairs are placed appropriately after each cleaning.

### **3.1 General Floor Care**

Task: Vacuum, spot clean, and deep clean carpeted areas; sweep, mop and maintain surface luster of all hard surfaced areas. Respond to spills or other custodial emergencies related to floors within ten (10) minutes.

Frequency: Daily or more often if needed to maintain quality standards (five days per week, M-F) for routine cleaning of carpets and hard surfaced areas. Perform stain, scuff or spot removal as needed. Work is to be performed during non-business hours except for response to spills or other emergencies, which must occur within ten (10) minutes.

Deep clean carpeted areas with extraction equipment on a quarterly basis or more often if needed.

Machine scrub and buff all hard surfaced areas to maintain original luster and a bimonthly basis or as necessary.

Quality Standard: Floor surfaces are maintained in a manner to extend the life of the surfaces as well as to maintain a high quality visual appearance. Response to emergencies occurs within ten (10) minutes.

### **3.2 Corridors**

Task: Vacuum, spot clean, and deep clean carpeted areas; sweep, mop and maintain surface luster of all hard surfaced floor areas. Clean wall surfaces to maintain areas free of scuff marks, hand prints or other residues. Respond to daytime spills or other custodial related emergencies within ten (10) minutes.

Frequency: Daily or more often if needed to maintain quality standards (five days per week, M-F) for routine cleaning. Spot removal of carpeted areas as needed. Deep cleaning on a monthly basis or more often, if needed. Work is to be performed during non-business hours unless a spill occurs which requires response during public access hours.

Quality Standard: floor and wall surfaces are maintained in a manner to extend the life of the surfaces as well as maintaining a high quality visual appearance. Respond to spills or other emergencies within ten (10) minutes and take care of the situation as appropriate.

### **3.3 Trash Containers**

Task: Remove trash from containers. Replace liners every 30 days or more often if needed. Maintain containers in a clean, sanitary, odor free and visually attractive condition.

Frequency: Daily or more often if needed to maintain quality standards (five days per week, M-F).

Quality Standard: Trash is removed each night. Containers are cleaned and liners are changed at appropriate intervals to maintain a clean, sanitary, odor free, and visually attractive condition.

### **3.4 Light Fixtures**

Task: Change bulbs and lamps in light fixtures as they burn out. Clean lenses or coverings on fixtures.

Frequency: As needed, change bulbs or lamps. Clean lenses or coverings on a quarterly basis. Light changing is to be done during hours when the facility is not staffed unless directed otherwise. Vacuum suspended overhead lighting.

Quality Standard: Lights are illuminating areas as designed.

### **3.5 Restrooms**

Task: Routine cleaning and disinfecting of toilets, sinks, feminine hygiene disposal containers, doors, walls, ceilings, dispensers and any other items that are a part of the restrooms. Toilets, sinks and urinals are to be maintained to the original luster of the surface. Stocking of restroom supplies including paper towels, toilet paper, feminine hygiene dispensers, toilet seat covers, and , soap, and other supplies occurs as appropriate. Deep cleaning of areas occurs as needed to maintain the desired condition.

Stripping and coating of floors occurs as needed to maintain the original luster of the surface. Respond to emergencies within ten (10) minutes.

Frequency: Daily or more often if needed to maintain quality standards (five days per week, M-F).

Quality Standard: Supplies are always present and all components of the restrooms including floors, sinks, toilets, and feminine hygiene disposal containers are maintained in a clean, sanitary and odor free condition. Trash is placed in containers, removed as necessary and not allowed to overflow onto the floor. Glass and mirrors are maintained in a clean and useable condition. Floors and floor drains are maintained in a clean and sanitary condition.

### **3.6 Conference Rooms**

Task: Clean and return to a usable condition all features within the conference rooms. Clean and sanitize all table areas, chairs, whiteboards, cabinets and other features within the conference rooms. Dust all ledges, shelves and other visible areas. Replace/Return chairs

Frequency: Daily or more often if needed to maintain quality standards (five days per week, M-F).

Quality Standard: Conference rooms are ready for use at the beginning of each workday and all features are in a clean, sanitary and orderly condition.

#### **3.6.1 Table/Chair Set-Up**

Task: Set-up and takedown of tables and chairs for meetings and other events.

Frequency: Daily or more often as needed to maintain quality standard (five days per week, M-F).

Quality Standard: Tables and chairs are set-up at least one hour before meeting or event is to occur in the manner requested so that the area is useable by participants. Both set-up and takedown are done in such a manner that disruptions to building occupants and the public are minimized.

### **3.7 Work Stations and Office Spaces**

Task: clean and sanitize workstations and private office spaces. Remove heel and chair marks from carpet guards. Dust and wipe down areas without disrupting the papers and other items present in these areas (excluded - computers).

Frequency: Daily or more often if needed to maintain quality standards, (five days per week, M-F).

Quality Standard: Areas remains in a presentable condition. No buildup of stains, smudges, marks or other debris is allowed to occur.

### **3.8 Public Counters**

Tasks: Maintain public access counters in a clean and sanitary condition. Wipe down counters with disinfectant to remove fingerprints, smudges and other residues. Keep area below counters wiped down and generally free of marks and other surface blemishes. Pay

particular attention to the high traffic areas leading to and in front of the counters to insure that they are in a clean and visually attractive condition.

Frequency: Daily or more often if needed to maintain quality standards, vacuum carpeted areas and mop and treat resilient floors to maintain their original luster. Deep clean areas leading to and adjacent to the counters on a monthly basis or more often if needed. Deep cleaning includes the use of buffing and or extraction equipment.

Quality Standard: counters and areas associated with the counters are maintained in a clean, sanitary and attractive condition.

### **3.9 Window Ledges, Windows, Window Coverings**

Task: Dust window ledges. Dust hard surface window coverings. Clean interior windows. Maintain draperies or other window coverings in a clean and sanitary condition, spot cleaning as necessary.

Frequency: Weekly or more often if needed to maintain quality standards cleaning of ledges, trim areas, and hard surface coverings. Spot clean other residues as necessary.

Wash interior windows on a quarterly basis. Remove obvious smudges or hand prints on a weekly basis or more often if needed. Spot clean drapery fabric as needed.

Quality Standard: window and window coverings remain in a clean, sanitary and attractive condition.

### **3.10 Walls, Baseboards, Wainscoting**

Tasks: Clean walls, baseboards and wainscoting areas so that they are free of marks, grime, smudges, hand prints and other visual blemishes.

Frequency: Daily or more often if needed to maintain quality standards, (five days per week, M-F).

Quality Standard: Walls, baseboards and wainscoting remain in a clean, sanitary and visually attractive condition.

### **3.11 Coffee Bars**

Task: clean and sanitize coffee bar area including counter tops, sinks, and appliances. Maintain soap and paper products.

Frequency: Daily or more often as needed to maintain quality standard (five days per week, M-F).

Quality Standard: No residues or debris are present which would limit the use of these features by building occupants. These features are kept in a clean, sanitary, and highly presentable condition.

### **3.12 Custodial Closets**

Task: Clean and maintain custodial closets.

Frequency: Daily or more often as needed to maintain quality standard (seven days per week).

Quality Standard: Closets are maintained in a clean and organized condition and readily accessible to County representative. All materials are stored in labeled containers including those containers used for the application of chemicals. Roof access must be unhindered in closets that have them.

### **3.13 HVAC Registers**

Task: HVAC registers are to be kept clean and free of any visible dust.

Frequency: Monthly, or more frequently as needed.

Quality Standard: No visible dust or smudges on the registers.

## **Custodial Maintenance Areas**

### **Area #4 - Loading Areas, North Roadway**

#### **Use**

These areas need to be maintained in a clean and sanitary condition to present a positive image to those using these access points.

#### **Minimum Quality and Frequency Standards**

At a minimum, the following tasks must be performed at the described quality standards and frequencies. If additional servicing is required to maintain the area in a clean and sanitary condition, this shall be the responsibility of the contractor without additional compensation.

### **4.0 Loading Dock, North Roadway**

Task: Maintain area around the loading dock and the alley in a clean, sanitary and odor free condition. Keep area clear of oil and other stains caused from vehicles using this area. Clean exterior entrance areas so that they remain in a presentable condition.

Frequency: Daily or more often if needed to maintain quality standards, (five days per week, M-F) cleaning of the area so it is ready for use at 7 AM.

Quality Standard: No visible debris, stains or odors; doors and entrances are maintained in a presentable condition.

### **4.1 Parking Areas**

Task: Remove litter and other debris from this area. Dump trash and maintain area around the trash containers in a clean and sanitary condition. Replace trash liners at each servicing. Keep parking stalls in a generally oil free condition, applying absorbents and chemicals as necessary. Steam clean area on a quarterly basis.

Frequency: Daily or more often if needed to maintain quality standards, (five days per week, M-F).

Quality Standard: Area is functional and visually attractive and cleaned prior to 6 AM each day.

**SAMPLE AGREEMENT**

**AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and \_\_\_\_\_ ("Contractor") on \_\_\_\_\_, 2001.

**RECITALS**

WHEREAS, the County has a need for services involving \_\_\_\_\_  
\_\_\_\_\_; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1.2\_ SCOPE OF WORK

2.1\_ The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

2.2\_ All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

2.3\_ Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the



requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

1.3\_ CONSIDERATION

3.1\_ County shall pay Contractor as set forth in Exhibit A.

3.2\_ Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

3.3\_ County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3.4\_ Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

1.4\_ TERM

4.1\_ The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit

A.

4.2\_ Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

4.3\_ This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to

do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4.4\_ The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

1.5\_ WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.6\_ REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

1.7\_ OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

1.8\_ INSURANCE

8.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

8.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

8.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

8.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

8.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

8.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees

for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

8.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

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

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

8.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

8.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

8.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

8.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

8.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

9. DEFENSE AND INDEMNIFICATION

9.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

9.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

9.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

10. STATUS OF CONTRACTOR

10.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

10.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

10.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services

under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

10.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

10.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

10.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 11. RECORDS AND AUDIT

11.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

11.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 12. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including

genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

13. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Department of \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to



enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

\_\_\_\_\_

By \_\_\_\_\_  
Dale Butler  
Purchasing Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"County"

"Contractor"

APPROVED AS TO CONTENT:  
DEPARTMENT OF \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL H. KRAUSNICK  
COUNTY COUNSEL

By \_\_\_\_\_  
John P. Doering  
Deputy County Counsel

V:\WP\LOUISE\CSAIRFP\CSAJAN.RFP

## **EXHIBIT A**

### **A. SCOPE OF WORK**

The Contractor shall provide services under this Agreement as follows:

### **B. COMPENSATION**

The Contractor shall be compensated for the services provided under this Agreement as follows:

**STANISLAUS COUNTY  
BUILDING MAINTENANCE DIVISION  
1010 TENTH STREET  
MODESTO, CALIFORNIA 95354**

**RE: INSPECTION DETAIL OF CONTRACTUAL JANITORIAL SERVICES.**

23. REFERENCE: IN ACCORDANCE WITH PAGE 12, SECTION ENTITLED, "EVALUATION) (PERFORMANCE)", OF THE CLEANING CONTRACT, YOU HAVE FAILED TO ACHIEVE AN OVER ALL RATING OF SATISFACTORY PERFORMANCE IN THE FOLLOWING AREA. PLEASE REFER TO FORM 10-003 *INSPECTION REPORT*.

AS A RESULT OF THESE DEFICIENCIES YOU ARE ASSESSED TO A REDUCTION IN COMPENSATION THE SUM OF \$ \_\_\_\_\_, FOR THE PERIOD OF, \_\_\_\_\_.

24. THE FORM 10-003 SERVES THE PURPOSE TO DETERMINE THE SCOPE OF SERVICES PROVIDED BY YOUR CONTRACT OBLIGATIONS, THEREFORE YOU ARE NOW ON NOTICE THAT ALL OF THE DEFICIENCIES IN THE COUNTY FORM 10-003 ARE IN FORCE.

25. ON \_\_\_\_\_, YOU RECEIVED NOTICE THAT YOUR PERFORMANCE WAS NOT IN COMPLIANCE WITH THE TERMS OF YOUR CONTRACTUAL OBLIGATIONS.

26. ON \_\_\_\_\_, WE MAILED THIS REQUEST VIA RETURN RECEIPT REQUESTED; THE FOLLOWING NUMBERS REFERS TO OUR COMMUNICATION WITH YOU AND YOUR COMPANY, \_\_\_\_\_.

IF YOU HAVE ANY QUESTIONS PLEASE WRITE TO HARRISON JAMES AT THE ABOVE ADDRESS.

SINCERELY, \_\_\_\_\_, DATED \_\_\_\_\_  
HARRISON E. JAMES,  
CONTRACT ADMINISTRATOR

**EXHIBIT A**

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Scope of Work

Compensation

reference:

RFP/BID,  
RFP/BID RESPONSE  
ANY SPECIAL TERMS AND CONDITIONS, ie: cancellation clauses.