

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

DEPT: General Services Agency

BOARD AGENDA # \*B-3

Urgent

Routine

AGENDA DATE November 8, 2011

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Master Agreement with Pride Industries of Rocklin, California for Contract Janitorial Services for 45 County Occupied Buildings

STAFF RECOMMENDATIONS:

1. Approve a Master Agreement with Pride Industries of Rocklin, California for contract janitorial services.
2. Authorize the Purchasing Agent to sign the Master Agreement, projects, and any subsequent amendments to the Master Agreement on behalf of the County.

FISCAL IMPACT:

The County currently has eight different contract janitorial service vendors providing service to 38 County occupied buildings and County employees providing janitorial service to 7 County occupied buildings for a total annual cost of \$923,510 for servicing these 45 buildings. Approval of the new Master Agreement is estimated to reduce this expense by 26%, or \$119,728, in Fiscal Year 2011-2012 and \$239,455 annually  
(continued)

BOARD ACTION AS FOLLOWS:

No. 2011-687

On motion of Supervisor De Martini, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

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

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

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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**FISCAL IMPACT: (continued)**

in Budget Year 2012-2013 through Budget Year 2015-2016, with savings to the General Fund of \$61,377 in the current fiscal year and \$122,754 annually in Budget Year 2012-2013 through Budget Year 2015-2016.

Projected savings to be realized annually for these locations through the implementation of the proposed Master Agreement is summarized in the table below. Additional savings could be realized by utilizing a 1% prompt payment discount available under the proposed Master Agreement. Funding to support the first year of the proposed Master Agreement is included in the Fiscal Year 2011-2012 Adopted Proposed Budget for each Department using contract janitorial services. Funding for subsequent fiscal years will be included in future budget submissions.

<b>Building/Location Description</b>	<b>Current Annual Price</b>	<b>Proposed Annual Price</b>	<b>Annual Savings*</b>
Ag Center (3 buildings)	\$88,727	\$72,017	\$16,710
Alliance WorkNet (Oakdale facility)	\$7,200	\$5,282	\$1,918
BHRS (8 locations: Ceres, Modesto, Turlock)	\$135,018	\$122,941	\$12,077
CSA Main Campus	\$273,420	\$193,096	\$80,324
CSA (2 Turlock locations)	\$24,726	\$21,866	\$2,860
CSA (Hughson & Patterson locations)	\$13,980	\$4,696	\$9,284
Fink Road Landfill	\$6,500	\$6,427	\$73
Fleet Services	\$3,205	\$3,204	\$1
Health Services Agency (2 clinics)	\$98,040	\$62,027	\$36,013
Health Services Agency (2 WIC offices)	\$12,868	\$8,057	\$4,811
Library locations (all except for main library)	\$86,760	\$85,963	\$797
Probation	\$71,823	\$34,539	\$37,284
Public Works	\$46,703	\$14,547	\$32,156
Sheriff's Operation Center & IT Trailer	\$50,340	\$47,119	\$3,221
Sheriff's Airport Neighborhood Substation	\$4,200	\$2,275	\$1,925
	\$923,510	\$684,055	\$239,455
<i>* Actual savings for each department may vary, depending upon risk assignment set forth in the department's project document.</i>			

**DISCUSSION:**

Currently, the County has several janitorial service vendors, varying from department to department. This has created a system that is inconsistent and difficult to manage. Each contract has a separate scope of work, varied term and pricing as well as a wide range of provider requirements and performance measurements. Most of these contracts have expired but service is continuing on a month-to-month basis. Rather than negotiate individual contracts across a variety of County departments and agencies, it was determined that efficiencies could be gained by contracting under a single Master Agreement.

RFP Process

The General Services Agency (GSA) posted the Request for Proposal (RFP) #10-60 MSP Janitorial Services on July 5, 2011. The RFP set forth each of the locations currently serviced by contract janitorial providers, along with a designated "risk assignment" corresponding to a standardized scope of work.

Specifically, a risk assignment is the rating of an area according to the probability of loss due to use or occupancy when an area is unclean. Loss risks taking priority are those associated with health and safety, customer/employee opinion based upon poor appearance, and surface damage. The higher the risk assignment, the more important increased frequency and thoroughness of cleaning becomes. The risk assignments identified in the RFP were:

Level 1 High Risk:	Primarily health related but some safety issues. Requires daily quality assessment and on-going problem correction. Examples include medical clinics.
Level 2 Low Risk:	Primary concern is appearance, surface damage, and possible safety-related issues. Infrequent quality assessments may suffice; problem correction may be infrequent. Includes general office space and conference rooms.
Level 3 Minimal Risk:	Usage allows for project scheduling or frequency specification cleaning to remove blemishes when appearance demands. Examples include workshops and warehouse areas.

Proposers were asked to provide pricing for each location in several performance scenarios:

- For janitorial service only:
  - A stand-alone price for each individual location, which was to be used as a basis for scoring in Phase III of the evaluation process;
  - Pricing for each location reflecting all county locations becoming a part of the resultant contract;
- For janitorial service and supplies:
  - A stand-alone price for each individual location; and
  - Pricing for each location reflecting all county locations becoming a part of the resultant contract.

The RFP was downloaded by 39 vendors. On July 20, 2011 a mandatory pre-conference was held and 13 vendors were in attendance. Optional site visits were also conducted on July 20, 2011 at the main campus of the Community Services Agency and the Sheriff's Administration facilities, two of the County's larger contract facilities.

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The RFP closed on August 10, 2011 and GSA received responses from these 11 vendors:

- ABM Janitorial Services of West Sacramento, California;
- Clean Innovation Corporation of Santa Clara, California;
- Consolidated Facility Services of Sacramento, California;
- Customized Performance, Inc. of San Jose, California;
- Gandarilla Building Services, Inc. of Modesto, California;
- Imperial Building Maintenance of Stockton, California;
- Janitorial Inc. of Fresno, California;
- Jan-Pro Cleaning Systems, Inc. of Pleasanton, California;
- Nova Commercial, Inc. of Hayward, California;
- Pride Industries, of Rocklin, California; and
- Universal Buildings Services and Supply Co., Inc. of Richmond, California.

Each of the 11 proposers met the minimum qualifications set forth in the RFP, which included a financial review.

A committee of 7 evaluators was selected to further evaluate the proposals. The Evaluation Committee (Committee) included representatives from some of the County departments requiring the largest volume of contract janitorial services: Community Services Agency, Health Services Agency, Probation, Agricultural Commissioner, Behavioral Health & Recovery Services, and General Services Agency. The Committee's evaluation process consisted of 3 phases, described as follows:

**Phase I** consisted of a review and evaluation of each proposer's general qualifications, including structural integrity, professional references, human resource policies (training and hiring practices) and transition plan. There were a total of 100 points available in Phase I and only those proposers scoring a 70 or higher were passed on to Phase II. The following proposers, ranked in order, scored over 70:

<b>Proposer</b>
Pride Industries
ABM Janitorial Services
Nova Commercial
Customized Performance
Universal Building Services
Gandarilla Building Services

GSA provided written notification to the 5 proposers scoring below 70 before the Committee began Phase II of the evaluation process.

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**Phase II** consisted of a review and evaluation of each proposer's implementation plan, including safety program, quality assurance and equipment. The Committee also conducted site visits of various locations currently being serviced by each of the Phase II proposers. There were a total of 100 points available in Phase II and only those proposers scoring a 70 or higher were passed on to Phase III. The following proposers, ranked in order, passed Phase II:

<b>Proposer</b>
Pride Industries
Nova Commercial, Inc.
ABM Janitorial Services
Universal Building Services

GSA provided written notification to the 2 proposers scoring below 70 before the Committee began Phase III of the evaluation process.

**Phase III**, the pricing proposals submitted by each of the finalists were evaluated. Using the stand-alone pricing submitted for janitorial service only for each location, the Committee calculated a price per square foot for each of the four finalists. Price was then evaluated based upon a weighted average, with the lowest price assigned 100% of the 55 points possible.

The award of the contract was made to the vendor whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered. The Committee made this determination by adding the scores from all three phases for each of the finalists. The final scores are as follows:

<b>Proposer</b>	<b>Phase I</b>	<b>Phase II</b>	<b>Phase III</b>	<b>TOTAL</b>
Pride Industries	92.43	92.57	34.38	219.38
ABM Janitorial Services	92.29	90.29	30.56	213.14
Universal Building Services	77.29	75.00	55.00	207.29
Nova Commercial, Inc.	86.57	91.43	22.92	200.92

As shown above, Pride received the highest score of 219.38. On October 3, 2011 GSA sent written notice of intent to award to Pride and provided written notification to the other proposers. No letters of protest were received during the protest and appeal period of the RFP process.

Approval is requested of a master agreement with Pride Industries for contract janitorial services based upon a request for proposal issued by the Purchasing Division of the General Services Agency.

### Implementation

If approved, the Master Agreement provides an opportunity to align contract janitorial service in accordance with the policy approved by the Board established in Board Resolution #2010-717. The Policy states that all janitorial services within the County Core service area shall be provided by County staff, and that all janitorial services within the County External Sphere should be provided by contract janitorial staff. Upon implementation, County staff currently providing janitorial services at the Probation Department located in the County External Sphere service area will be re-assigned to various locations within the County Core service area, and Pride will provide contract janitorial services to the Probation Department.

The effective date of the proposed Master Agreement is November 8, 2011, and with full implementation anticipated on or before January 1, 2012. The transition period will allow time to prepare projects for each participating County department and to properly terminate service with existing vendors.

If approved, this Master Agreement would be available to all County departments and, if agreeable to all parties, to other government or publicly funded agencies.

It is anticipated that the contract will be effective November 8, 2011. The expiration date of the contract is estimated to be June 30, 2015. The contract will be a four-year contract with two one-year renewal options.

### **POLICY ISSUE:**

Approval of this agreement supports the Board's priorities of Efficient Delivery of Public Services and Effective Partnerships by providing cost-efficient contract janitorial services to County departments.

### **STAFFING:**

Existing GSA janitorial staff will be assigned to County facilities within the Core Service Area. There is no additional staffing impact associated with this item. Existing GSA staff will manage the agreement for janitorial services.

### **CONTACT:**

Keith Boggs, GSA Director/Purchasing Agent. Telephone: (209) 652-1514  
Melinda Pallotta, GSA Purchasing Supervisor. Telephone: (209) 567-4958

**MASTER AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Pride Industries, a California corporation ("Contractor") on November 8, 2011.

**Recitals**

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects; and

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

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

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 receipt of the County's written authorization to proceed, those services and work set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 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.

1.4 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, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. 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.

## 2. Consideration

2.1 County shall pay Contractor as set forth in a separately approved project or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved project or scope of work, 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 this Agreement until terminated as provided below. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

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. 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.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

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

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.2 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.

6.3 The Contractor shall obtain 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 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 its subcontractors; (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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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 insureds under its insurance policies.

6.10 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, showing coverage required by this Agreement, including, without limitation, those that verify 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.

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

## 7. Defense and Indemnification

7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 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. Status of Contractor

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

## 9. Records and Audit

9.1 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 separately approved project or scope of work. 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.

9.2 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.

## 10. 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. 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.

## 11. 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.

12. 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.

13. 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  
General Services Agency  
Attn: Purchasing Agent  
PO Box 3229  
Modesto, CA 95353-3229

To Contractor: Pride Industries  
10030 Foothills Boulevard  
Roseville, CA 95747

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

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

Keith D. Boggs, Deputy Executive Officer,  
GSA Director/Purchasing Agent

"County"

**PRIDE INDUSTRIES**

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

Name: Peter Berglund  
Title: Sr. Vice President

"Contractor"

Approved: BOS Agenda Item # 11-B-11 B-3

**APPROVED AS TO FORM:**

John P. Doering, County Counsel

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

Thomas E. Boze, Deputy County Counsel

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## EXHIBIT A

### A. SCOPE OF WORK

Paragraph 1.1 of the body of this Agreement is amended to read as follows:

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, janitorial services as forth generally in Exhibit B attached hereto and made a part hereof, and more specifically set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work, by this reference, are made a part hereof.

All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #10-60 MSP; the Contractor's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1<sup>st</sup>, Exhibit A, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup> the RFP.

### B. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from November 8, 2011 through June 30, 2015 unless otherwise terminated as provided below, during which time pricing shall remain firm. Thereafter, this Agreement will not automatically renew but may be renewed for two (2) additional one-year terms by mutual, written agreement of the parties. Price increases for each Renewal Term shall not exceed the Consumer Price Index (CPI) for West Urban Area in any Renewal Term and shall be negotiated by the parties. Such renewal shall be in the form of an amendment to the Agreement as described in Section 17 of the body of this Agreement.

### C. REPRESENTATIVES

The parties' respective Project Managers shall be:

**For County:**

Dan Palmquist (or designee)  
Stanislaus County General Services Agency  
Facilities Maintenance Division  
442 E. Hackett Road  
Modesto, CA 95354  
(209) 652-0711  
[palmquisd@stancounty.com](mailto:palmquisd@stancounty.com)

**For Contractor:**

Tim Vanover, Director of Commerical  
Services Manager (or designee)  
Pride Industries  
10030 Foothills Boulevard  
Roseville, CA 95747  
(916) 417-4266  
[tvanover@prideindustries.com](mailto:tvanover@prideindustries.com)

## EXHIBIT B

### 1. SCOPE OF WORK

County shall furnish all toilet paper, paper towels, toilet seat covers, restroom soap, trash liners, wax bags, sanitary napkins chemicals, supplies and light bulbs necessary to perform the assigned duties. Material Data Safety Sheets (MSDS) shall be on-site and available for all chemicals stored and used within a service area.

Contractor shall furnish all labor, tools, equipment and insurance necessary to perform the assigned duties.

Contractor shall be responsible for reporting issues with dispensers to County for repair, and with recovering and returning funds from dispensers to County.

Contractor shall use all cleaning chemicals and other supplies in accordance with all federal, state, and local laws. Contractor shall be responsible for ensuring all employees receive training on an ongoing basis pertaining to blood borne and air borne pathogens, as well as general safety and handling and disposal of infectious waste. All training and documentation of training must be in accordance with all federal, state, and local laws and available for inspection by County upon request.

### 2. RISK ASSESSMENT

Generally, levels of risk are assigned in order to establish "standards" corresponding to the variety of facilities within Stanislaus County. Specifically, a risk assignment is the rating of an area according to the probability of loss due to use or occupancy when an area is unclean. Loss risks taking priority are those associated with health and safety; customer/employee opinion based upon poor appearance; and surface damage. The higher the risk assignment, the more important increased frequency and thoroughness of cleaning becomes. Improperly assigning a high risk to an area, however, wastes time and money. The risk levels are defined as follows:

**Level 1 High Risk** – Primarily health related but some safety issues. Requires daily quality assessment and on-going problem correction. Examples include medical clinics.

**Level 2 Low Risk** – Primary concern is appearance, surface damage, and possible safety-related issues. Infrequent quality assessments may suffice; problem correction may be infrequent. Includes general office space and conference rooms.

**Level 3 Minimal Risk** – Usage allows for project scheduling or frequency specification cleaning to remove blemishes when appearance demands. Examples include workshops and warehouse areas.

**Hybrid** – Varied risk levels within a single location.

### 3. FREQUENCIES

At a minimum, the following tasks shall be performed at the described quality standards and frequencies. If additional services are required to maintain the area in a clean and sanitary condition, it shall be the responsibility of Contractor to maintain without additional compensation. Emergency response, when required, is expected within ten (10) minutes while on duty.

For purposes of this Agreement and any related project, a "Standard Service Area" is an area that is required to be serviced throughout all Stanislaus County locations; an "Alternative Service Area" is an area that may, at the option of the County department, require servicing. Alternative Service Areas will vary from location to location.

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<b>Standard Service Area</b>	<b>Level 1 High Risk</b>	<b>Level 2 Low Risk</b>	<b>Level 3 Minimal Risk</b>
Exterior General Cleaning	Daily	3 Days/Week	2 Days/Week
Exterior General Litter and Debris in Outdoor Areas	As Needed	As Needed	As Needed
Exterior Glass Cleaning and Other Building Surfaces	Quarterly	Annually	Annually
Interior Chairs/Children's toys and furniture	Daily	3 Days/Week	2 Days/Week
Interior Conference Rooms/Meeting Rooms	Daily	3 Days/Week	2 Days/Week
Interior Corridors	Daily	3 Days/Week	2 Days/Week
Interior General Floor Care	Daily	3 Days/Week	2 Days/Week
Interior General Litter and Debris	Daily	3 Days/Week	3 Days/Week
Interior HVAC Registers	Monthly	Quarterly	Quarterly
Interior Kitchen / Coffee Bars	Daily	3 Days/Week	2 Days/Week
Interior Office Areas	Daily	3 Days/Week	2 Days/Week
Interior Public Counters and Surrounding Areas	Daily	3 Days/Week	2 Days/Week
Interior Public Lobbies and Meeting Rooms	Daily	3 Days/Week	2 Days/Week
Interior Restrooms /Showers	Daily	3 Days/Week	2 Days/Week
Interior Trash Containers	Daily	3 Days/Week	2 Days/Week
Interior Walls and Doors	Daily	3 Days/Week	2 Days/Week
Interior Walls, Baseboards, Wainscoting	Daily	3 Days/Week	2 Days/Week
Interior Window Ledges, Windows, Window Coverings	Weekly	Monthly	Quarterly
Interior Work Stations and Office Spaces	Daily	3 Days/Week	2 Days/Week
<b>Alternative Service Area</b>	<b>Level 1 High Risk</b>	<b>Level 2 Low Risk</b>	<b>Level 3 Minimal Risk</b>
Exterior Flags (if applicable)	Daily	3 Days/Week	N/A
Exterior Sand Urns (If applicable)	Daily	3 Days/Week	N/A
Exterior Seating Areas and Tables	Daily	3 Days/Week	2 Days/Week
Exterior Trash Containers	Daily	3 Days/Week	2 Days/Week
Interior Book Shelves	Daily	3 Days/Week	2 Days/Week
Interior Examination Rooms	Daily	3 Days/Week	N/A
Interior Examination Tables (detail)	2 Days/Week	1 Day/Week	N/A
Interior General Floor – Deep cleaning	Quarterly	Bi-annually	Annually
Interior Clocks	Twice Annually	Twice Annually	N/A
Interior Custodial Closets	Daily	3 Days/Week	2 Days/Week
Interior Elevators (If applicable)	Daily	3 Days/Week	2 Days/Week
Interior Graffiti Removal	Daily	3 Days/Week	N/A
Interior Stairwells (If applicable)	Daily	3 Days/Week	1 Days/Week
Light Fixtures	Quarterly	Quarterly	Quarterly

#### 4. EXPECTATIONS

Standard Service Area	Expectations
Exterior General Cleaning	Clean all areas including but not limited to walking surfaces, patios and seating areas to remove Surface Blemishes. Sanitize as needed in order to keep areas free of odors and undesirable Residues such bird droppings, urine, vomit and other excrement that may arise from persons or wildlife using area for other than intended purpose.
Exterior General Litter and Debris in Outdoor Areas	Remove all Blemishes (Fixed and Surface) from all outdoor areas including but not limited to walking surfaces, planters, seating areas and sidewalks.
Exterior Glass and Other Building Surfaces	Clean exterior glass and hose off exterior building surfaces.
Interior Book Shelves	Remove Dust; Spot-clean to maintain surface luster of all hard-surfaced areas.
Interior Chairs/Children's toys and furniture	Clean and Disinfect chairs (seating, arms, backs, rollers, and other components). Place cleaned chairs with arms and seat partially under the desk so workstations have a uniform appearance.
Interior Conference Rooms/Meeting Rooms	Set-up, Clean and return to usable condition all features within conference rooms/meeting rooms. Clean and Sanitize all table surfaces, chairs, whiteboards, cabinets, retractable walls, and other features within conference/meeting rooms. Remove Dust from all ledges, shelves and other visible areas. Replace/return chairs.
Interior Corridors	Vacuum, Spot-clean, and deep-clean carpeted areas; sweep, mop and maintain surface luster of all hard-surfaced floor areas. Clean wall surfaces to remove scuff marks, hand prints and other residue.
Interior General Floor Care	Vacuum, Spot-clean, and deep clean carpeted areas; sweep, mop and maintain surface luster of all hard-surfaced areas in accordance with General Floor Care instructions set forth in Section 6, below.
Interior General Floor Care – Deep Cleaning	Strip/seal/wax floors; spray/buff floors; extract carpets as required and in accordance with General Floor Care instructions set forth in Section 6, below.
Interior General Litter and Debris	Remove all Blemishes (Fixed and Surface) from corridor areas including but not limited to walking surfaces and seating areas.
Interior HVAC Registers	HVAC registers are to be kept clean and free of any visible dust.
Interior Kitchen/Coffee Bars	Thoroughly clean, degrease and sanitize kitchen/coffee bar area, including countertops, sinks, and appliances and floors. Refill soap and paper products as needed.
Interior Office Areas	Clean and Disinfect surface all surface areas; vacuum floor areas; empty trash. Clean interior windows and blinds.
Interior Public Counters and Surrounding Areas	Clean all counters to remove Blemishes. Wipe down areas below counters to remove all Blemishes, with emphasis on high-traffic areas leading to and in front of counters. Deep clean areas leading to and adjacent to the counters.
Interior Public Lobbies & Interview Rooms	Clean entrance areas to the building, including but not limited to glass, doors, door jambs, wall surfaces, walkways, steps, emblems, and entrance mats.
Interior Restrooms/Showers	Clean, Sanitize and Disinfect floors, traps, drains, fixtures, mirrors, doors, walls, ceilings, toilets, urinals, sinks, personal hygiene disposal containers, dispensers and other items that are part of functioning restroom. Stock restroom supplies (incl. paper towels, toilet paper, feminine hygiene products, toilet seat covers, soap, & other supplies). Deep-clean areas to maintain the desired conditions. Strip and re-coat floors to maintain luster.
Interior Seating Areas, Tables, Drinking Fountains, Snack Bars, and Dining Areas	Clean and Sanitize seating areas (including tables and chairs) and drinking fountains.
Interior Trash Containers	Empty all trash containers and replace all trash container liners at each servicing. Clean exterior and interior surfaces of trash containers and areas immediately adjacent to trash containers; disinfect containers as needed to eliminate odors. Remove trash to off-site location.
Interior Walls and Doors	Spot clean all walls, doors, push plates and jambs to remove all dirt, fingerprints, smudges and spills.
Interior Walls, Baseboards, Wainscoting	Clean walls, baseboards, and wainscoting areas to remove marks, grime, smudges, hand prints, and other visual Blemishes.
Interior Window Ledges, Windows, Window Coverings	Dust window ledges and hard surface window coverings. Clean interior windows (i.e., interior door glass, sidelights, partition glass, conference room glass, and other glass surfaces that are subject to frequent contact resulting in fingerprints and hand smudges and smears). Clean blinds or other window coverings; spot clean as needed.

<b>Alternative Service Area</b>	<b>Expectations</b>
<b>Interior Work Stations and Office Spaces</b>	Clean and Sanitize workstations and private office spaces. Vacuum and Spot clean fabric panels as needed. Remove heel and chair marks from carpet guards. Remove Dust and wipe down areas without disrupting the papers and other items present in these areas (computers excluded).
<b>Exterior Flags (If applicable)</b>	Raise and lower flags daily or more often as needed. Flags are raised by 7 AM daily (M-F) and by 9 AM (Sat-Sun); flags are lowered ½ hour before sunset each day. Remove flags during inclement weather and lowered when circumstances dictate. County shall raise and lower flags on each day service is not provided by Contractor.
<b>Exterior Sand Urns (If applicable)</b>	Clean sand urns to remove cigarettes and other debris.
<b>Exterior Seating Areas and Tables</b>	Clean and Sanitize seating areas, tables, and drinking fountains.
<b>Exterior Trash Containers</b>	Empty all trash containers and replace 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 dumpster location. Break down all cardboard.
<b>Interior Examination Rooms</b>	Clean and return to a useable condition all features within examination rooms. Clean and Sanitize all tables, sinks and sink components, tables, chairs, cabinets, floors, walls and other features within examination rooms. All medical waste must be handled in accordance with federal, state and local laws.
<b>Interior Examination Tables (detail)</b>	Thoroughly clean and disinfect entire table, including all pull-out components.
<b>Interior Clocks:</b>	Change clocks twice a year for standard and daylight-savings time. Change batteries as needed (County shall provide batteries).
<b>Interior Custodial Closets</b>	Clean and maintain custodial closets.
<b>Interior Elevators (if applicable)</b>	Thoroughly vacuum or wet mop and remove Streaks/Spots. Clean and polish all components to remove all Blemishes and restore bright condition.
<b>Interior Graffiti Removal</b>	Remove graffiti from all surfaces. If graffiti cannot be removed with chemical remover, report location and removal method to County.
<b>Interior Stairwells (if applicable)</b>	Thoroughly vacuum or wet mop and remove Streaks/Spots, dust, cobwebs; disinfect handrails.
<b>Light Fixtures</b>	Change bulbs and lamps in light fixtures as they burn out. Clean lenses or coverings on fixtures in accordance with the instructions for Lighting Fixtures instructions set forth in Section 14 below.

## 5. DAY PORTER

Certain County locations may require the services of a Day Porter on a daily basis. Each such Day Porter must be fluent in English (i.e., able to communicate verbally and in writing in the English language); exemplify a strong work ethic and pay particular attention to detail. In addition, each Day Porter shall be required to carry a cell phone at all times in order to facilitate communication with appropriate County staff. Each such cell phone shall be provided at Contractor's expense, and shall have a local telephone number.

The duties of a Day Porter shall include but are not limited to day to:

- Picking up trash;
- Restocking toiletries;
- Overall facility cleanliness;
- Wiping down or polishing handrails;
- Emergency clean-ups;
- Day maintenance and upkeep;
- Meeting room preparations, including table/chair arrangements;
- Window washing as needed (i.e., glass store front entries, kiosk and/or display windows); and
- Other tasks as assigned.

The Day Porter's primary function is to accommodate the daily functions or operations of the facility. If all Day Porter activities are completed, the Day Porter will perform routine janitorial functions to assist the night or after hours janitorial tasks.

## 6. GENERAL FLOOR CARE INSTRUCTIONS:

- a. Vacuum Use: The following requirements apply to the use of vacuum cleaners:
- Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.
  - Vacuum bags or canisters shall be inspected at least every two (2) hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
  - Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.
- b. Maintenance of Hard Floors:
- i. For periodic maintenance of hard floors, the Contractor shall:
- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Contractor.
  - Place caution/wet floor signs, cord off wet work areas and post notifications on all entrance and exit doors as appropriate.
  - Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
  - When floor restoration chemicals are used, apply with mop-on or auto-scrubber methods rather than spray application.
  - Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.
- ii. For restorative maintenance the Contractor shall:
- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
  - Place caution/wet floor signs, cord off wet work areas and post notifications on all entrance and exit doors as appropriate.
  - Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and recoat operations to ensure adequate ventilation.
  - Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
  - Provide reasonable notice to building management prior to the commencement of non-routine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with the Contractor.
- c. Maintenance of Carpets:
- Periodic light carpet cleaning is necessary to maintain carpeted floors. Restorative deep carpet cleaning operations are appropriate when light carpet cleaning is insufficient to clean carpeted areas in heavy use areas. For periodic and restorative cleaning, the Contractor shall:
- Provide reasonable notice to building management prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Contractor.
  - Place caution/wet floor signs, cord off wet work areas and post notifications on all entrance and exit doors as appropriate.
  - Perform carpet extraction on an as-needed basis rather than according to a regular schedule.
  - Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12 hours when cleaning carpets or performing carpet extraction.
  - Schedule carpet extraction to coincide with a period of minimum building occupancy.

## 7. GENERAL INFORMATION

- a. The description of each service area is to be used as a guideline for the Contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Contractor.
- b. County's Project Manager or designee may conduct periodic walkthroughs of the building. Results of each walkthrough shall be reviewed by County and Contractor. It is Contractor's responsibility to point out maintenance issues that are not cleaning issues. Agreed-upon maintenance issues shall be deducted from the custodial

exception list and the overall score for that building will be adjusted. Areas that are not maintained at the desired service level, as determined by the walkthroughs, may result in a deduction of payment. Chronic service problems may result in cancellation of the contract.

- c. If any services performed under this Agreement or any related project are not maintained at the desired service level, Contractor shall be required to correct the deficiency at no increase to the total amount set forth in the Project. If Contractor elects not to correct the deficiency or is unable to do so in a timely manner, deductions in payment may occur. These deductions will vary depending on severity and frequency of the deficiency.

## **8. SITE SUPERVISION**

Contractor shall have a management or supervisory employee on shift and dedicated to the site. In addition, Contractor shall have a supervisor available twenty-four (24) hours per day for direct communications with County staff.

## **7. INITIAL CLEANING**

- a. All infrequent tasks such as window washing, deep cleaning of carpet areas, stripping and waxing of hard floors, air vent and fixture cleaning shall be completed as part of initial cleaning process and maintained on an on-going, per building schedules outlined in each individual project.
- b. All carpet cleaning and hard floor surfacing shall be completed as scheduled and reported to County twenty-four (24) hours in advance of scheduled cleaning. All non-scheduled cleaning shall be reported within twenty-four (24) hours of completion by e-mail. All communication shall be made to County's Project Manager or designee.

## **9. BUILDING CLEANLINESS**

Contractor shall be responsible for cleanliness and sanitation of the building, exterior areas, all furniture, and other fixtures both inside and outside of the building except for, windows and building surfaces on the outside of the building above street level.

## **10. SET-UP AND TAKE-DOWN**

In addition to the regular servicing of areas within the building, Contractor is expected to provide necessary set-up and take-down of chairs and tables in meeting rooms and other areas identified in the building as well as custodial services for events on Saturdays, Sundays, and legal holidays. Rooms are to be returned to usable condition after each event.

## **11. BUILDING KEYS**

Contractor shall be issued building keys and/or electronic key cards at the start of each shift for the performance of services as specified herein. In the event such keys entrusted to Contractor's staff should become lost, the cost of re-keying the building shall be deducted from payment due Contractor for services rendered.

## **12. SECURE BUILDING**

Contractor shall be responsible to secure/lock the interior and exterior portions of the building during hours specified by the County's Project Manager.

## **13. UNIFORMS**

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

## **14. LIGHTING FIXTURES**

Contractor shall be responsible for reporting, repairing and replacing burned out lamps in lighting fixtures, and stained ceiling tiles. Contractor is not responsible for the replacement of ballasts or other electrical devices used in lighting systems. Burned out ballasts and/or other failed electrical devices must be reported to the County's Project Manager or designee. Contractor shall be responsible for placing all burned out lamps at a designated collection area located within the serviced location, or as directed by the County's Project Manager. All reports shall be submitted to the County's Project Manager. Contractor shall take all necessary precautions not to break burned out lamps or tubes while handling. Contractor recognizes that broken light tubes are considered a hazard to the environment. The contractor will be responsible for clean up costs.

**15. REPORTING; COMMUNICATION**

Contractor shall make available to County its web-based Janitorial Management Software program (JAMS) at no additional expense for purposes of communicating, tracking, measuring quality deficiencies and to streamline processes and problem resolution. Contractor shall provide training on the use of JAMS to County as needed at no additional expense.

**16. HOLIDAY SCHEDULE**

Contractor will be required to provide services on all scheduled holidays unless otherwise notified by County’s Project Manager.

County observes the following holidays:

• New Year’s Day	• Labor Day
• Martin Luther King, Jr. Day	• Veteran’s Day
• President’s Day	• Thanksgiving Day
• Memorial Day	• Day after Thanksgiving
• Independence Day	• Christmas Day

**17. SERVICE LOCATIONS**

Service locations shall be specified in each project.

**18. SERVICE REQUIREMENTS PER LOCATION**

Each location is to be cleaned as per the guidelines listed in paragraph 3 above and as specified in each project.

**19. REPORTS**

The Custodial Service Report includes the information collected during the inspection, which is the Contractor’s responsibility to prepare. The report shall contain 1) Custodial service performance, 2) Custodial defect chart, 3) Frequency chart (which problems are most pervasive in the facility), and 4) Custodial condition maps (each condition is reported on its own map along with the degree of severity observed).

County review and assessment of the audit reports shall be final. Should Contractor object to any portion of the audit, however, Contractor may petition County to review the audit with Contractor, and Contractor shall provide any such evidence as to why the graded level is incorrect (e.g. facility damage to the area prevented proper cleaning, flooding or other force major event).

**20. CONTRACTOR’S UNSATISFACTORY EMPLOYEES**

If, at any time County determines that any person employed by Contractor providing services under this Agreement or any related project requires corrective action, County shall notify Contractor who shall take immediate corrective action. Contractor shall be solely responsible for the hiring, supervising, training, disciplinary actions and termination of his/her employees.

If any person employed by Contractor fails or refuses to carry out the directions of the County’s Project Manager, or appears to be incompetent, or acts in a disorderly or improper manner, that person shall be discharged immediately from the project on the request of the County’s Project Manager, and such person shall not again provide services under this Agreement or any related project.

**21. DEFINITIONS**

As used in this RFQ or in the resultant contract,, capitalized terms shall have the following meanings:

**Adhesive:** a material forming a semi-permanent attachment to a surface, such as chewing gum, tar, or tape residue.

**Blemishes:** soil or dirt; that which mars the appearance of, or disfigures, a surface or object. A Blemish can be temporary and removable by Cleaning, or permanent due to surface damage. There are two types of Blemishes:

**1) Fixed:** a Blemish that adheres to and resists separation from a surface requiring detachment before complete removal. Some examples of Fixed Blemishes are Streaks/Spots, Grime, Film, and Adhesives.

**2) Surface:** a Blemish held to a surface by static electricity, gravity or ionic attraction and easily removed. Some examples of Surface Blemishes are Dust, Grit, Lint, Litter and Wet Spillage.

**Blood borne pathogens:** pathogenic microorganisms that are present in human blood and can cause disease in humans. Hepatitis B Virus (HBV) and HIV are of primary concern.

**Cleaning:** process of removing pollutants from the environment and putting them in their proper place. The purposeful, systematic activity of locating, detaching, and removing visible Blemishes from an environment or surface. Cleaning does not necessarily reduce the level of microbial contamination.

**Communication Log:** notebook, clipboard other similar item maintained on site to facilitate written communication between County and vendor; also used to identify any discrepancy or requests for work and all on-going work performed.

**Day Porter:** janitorial attendant assigned to a specific location for day-to-day maintenance and specific tasks.

**Deep Cleaning:** includes the use of buffing and/or extraction equipment.

**Disinfecting:** removal and destruction of targeted pathogenic microorganisms; the focused removal of specified pathogenic microorganisms by chemical destruction, heat, ultra-violet light, or oxidation.

**Dust:** fine, dry, airborne, particulate matter, comprised of skin cells, pollen, dander, and other residue combined with pollutants and natural soil.

**Engineering Controls:** technology and devices that isolate or remove hazards from the workplace.

**Film:** A thin covering or coating deposited evenly on a surface. Includes mineral buildup in toilet bowls, atmospheric deposits on window glass, soap scum, oxidation (tarnish).

**Grime:** thin layers of residue from human or animal usage composed of residual oils combined with normal soiling.

**Grit:** coarse, particulate materials such as sand, gravel, salt, originating outdoors.

**Hygienically clean surface:** A surface which does not constitute a threat to health as a result of the presence of microorganisms.

**Lint:** clinging particles of fibrous material, such as cobwebs.

**Orderliness:** the arrangement or organization of equipment and furnishings on a surface.

**Potentially infectious material:** human blood along with other specific human body fluids including semen, feces and urine.

**Residue:** anything that remains on a surface or in the pores of a surface after a cleaning process is complete.

**Sanitizing:** method of reducing the microbial population to a safe level as determined by local public health standards. Sanitation may or may not include Disinfection and/or Sterilization.

**Spot Cleaning:** method of cleaning only the Blemished part of an object.

**Stain:** a surface discoloration that, due the addition or removal of coloring agents (pigments), has chemically changed the surface and is impossible to remove by Cleaning.

**Sterilization:** process that causes the destruction or removal of all forms of life; the complete destruction by chemicals, high temperatures, or other means of all microorganisms on a surface, or an object such as a surgical instrument. Soil removal may or may not be part of this process.

**Streaks/spots:** marks or bands differing in surface color or texture. These are often the result of incomplete attempts to remove a fixed substance, as when improper mopping leaves a streaked floor after the water evaporates. This includes dried spillage of fluids.

**Visibly clean surface:** a surface which shows no evidence of visible Blemishes.

**Vulnerable Populations:** represents people who are more susceptible than the general population to chemicals and products that might pose a risk to human health. These populations include but are not limited to children, pregnant women, the elderly and infirm, people sensitive to chemical exposures (e.g., fragrances), and other occupants, customers, or employees that may have a higher susceptibility to cleaning operations.

**Wet spillage:** spilled drinks, body fluids, lubricants that have not dried or been absorbed by a surface.

**Workplace Practice Controls:** Ongoing evaluation of the manner in which a task is performed in an effort to reduce the likelihood of a worker's exposure to blood or other potentially infectious material.



**PRIDE INDUSTRIES**  
**PROJECT NO. [year]-[sequential no.]**

**A. Terms and Conditions**

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the Master Agreement For Independent Contractor Services made and entered into by and between the County of Stanislaus County ("County") and Pride Industries ("Contractor"), on November 8, 2011.

**B. Scope of Work**

The Contractor shall perform the services set forth in the Master Agreement and more particularly set forth in Exhibit A attached hereto for the County's \_\_\_\_\_ Department at the address(es) set forth below.

**C. Compensation**

1. The Contractor shall be compensated for the services provided under this Agreement on a monthly basis as follows:

2. Additional Service Rates for services not covered in scope or for additional services requested and pre-approved by County in writing are as follows:

Custodial labor	\$ _____ per hour
Additional carpet cleaning	\$ _____ per sq ft
Additional floor stripping and waxing	\$ _____ per sq ft

3. Contractor shall submit monthly invoices in arrears for services under this Project as follows:

[DEPT]  
[ADDRESS]

Each invoice shall clearly identify the library location and the total charge for the services.

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$ \_\_\_\_\_, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project No. [year]-[sequential no.] on \_\_\_\_\_, 2011.

**COUNTY OF STANISLAUS**

**PRIDE INDUSTRIES**

By: \_\_\_\_\_  
Keith D. Boggs, Deputy Executive Officer,  
GSA Director/Purchasing Agent

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

"County"

"Contractor"

Approved: BOS Agenda Item # \_\_\_\_\_

APPROVED AS TO CONTENT:  
Department

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

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: \_\_\_\_\_  
, Deputy County Counsel