

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NATIONAL PRO CLEANING SYSTEMS

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and **National Pro Cleaning Systems**, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing janitorial custodial services and various County building locations specified in Exhibit B.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed *one million five hundred nine thousand, four hundred fortyfour dollars* (**\$1,509,444.00**). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be **from October 1, 2018, through September 30, 2021.**

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Department of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury,

including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do

not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for

overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: James C. Porter; Director of Public Works
Address: 555 County Center 5th Floor
Redwood City, CA 94063
Telephone: 650-363-4100
Facsimile: 650-321-8220
Email:

In the case of Contractor, to:

Name/Title: Charles Merritt; Owner
Address: 555 98th Avenue #118
Oakland, CA 94621
Telephone: 831-770-9354
Facsimile:
Email: cmerritt1988@icloud.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: [NATIONAL PRO CLEANING SYSTEMS]


Contractor Signature

August 27, 2018
Date

Charles Merritt
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Scope of Work and Required Services

General

Supply required materials, equipment, materials, tools, supplies, supervision, management, training, and staff to provide routine custodial services for all County facilities, including general government offices, mental health and medical facilities, homeless shelters, correctional facilities, courthouses, warehouses, city halls, police stations, and libraries.

Perform all cleaning in a manner so as not to disrupt normal business functions as determined by the County.

Provide supplies consistent with the safe and environmentally friendly product requirements referenced throughout this specification.

Implement a service call system that results in prompt, professional, and courteous resolution of County concerns.

Keep the County informed of current status of any work being performed, providing work schedules and other pertinent information needed by the County or their designee.

Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products. Use industry best practices and guiding principles to minimize the environmental footprint. This requires annual reporting of non-bio-based, bio-based, sustainable, and green products and materials. Use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include those meeting government and third party certified sustainability standards, other environmentally protective products and services as well as those that conserve energy, water, and other resources

Quality of Work and Standards of Cleanliness

First quality workmanship will be provided, and quality equipment, materials, and supplies used in performance under the contract. Best management practices of the building cleaning industry are required with regard to sanitation, housekeeping, safety, and public relations. At a minimum, materials and methods will be in accordance with current best practices promulgated by the ISSA-the Worldwide Cleaning Industry Association and the International Executive Housekeeping Association. Standards may be viewed at www.issa.com or www.ieha.org.

All work performed will at all times be subject to review and acceptance by the County. Contractor will be responsible for careless workmanship. If a task is not performed so as to produce the specified standard result, it must be re-done at the Contractor's expense without charge to the County and without interference with the performance of regular scheduled work.

County cleaning standards level 1 and Level 2 are defined as follows:

Level 1:

Floors and base moldings shine and/or are bright and clean, colors are fresh

There is no buildup in corners or along walls

All floors are vacuumed, swept and/or mopped daily (as applicable by site)

All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints

Lights and fixtures are clean (no bugs or dirt observed)

Washroom and shower fixtures and tile shine and are odor free. Supplies are adequate

Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

Level 2:

Floors and base moldings shine and/or are bright and clean.

There is no buildup in corners or along walls.

All floors are swept daily.

All vertical and horizontal surfaces are clean, but marks, dust, smudges and fingerprints are noticeable upon close observation.

Lights and fixtures are clean (no bugs or dirt observed)

Washroom and shower fixtures and tile shine and are odor-free. Supplies are adequate.

Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

FLOOR CARE

Schedule

Provide a floor maintenance schedule to the County for all annual stripping and waxing of floors in each facility. Minimal floor care is as follows.

Cleaning Standards for Bare Floors

Floors, base moldings, and grout must be clean and free of debris, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors must maintain their natural luster and not have a dull appearance.

Wet mopping of bare floors is to be done using disinfectant cleaners with additional scrubbing as necessary. After cleaning, the floors must be slip-resistant, and surfaces, baseboards, and corners clean and dry.

Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Mops and cleaning rags shall be cleaned and sanitized before and after each day of use. **Blue Colored Mops** and cleaning rags used in restrooms including diapering areas in restrooms shall not be used to clean any other areas in order to prevent cross contamination.

Stripping Floors

The old finish or wax is to be removed in accordance with standard commercial practices. Spots must be eliminated, and no evidence left of gum, burns, scuffmarks, or wax buildup in corners or crevices.

Finishing Floors

Walls, baseboards, and other surfaces must be free of finish residue and marks from cleaning equipment. Floors are to be free of streaks, mop strand marks, and skipped areas and the area with finish applied must have a uniform luster.

STAFF TRAINING

All personnel must be trained to safely and properly operate floor buffing machines and to use appropriate stripping procedures, pads and floor care chemicals before being assigned to County property. Staff responsible for the care and maintenance of asbestos-containing floor coverings must each receive an annual two-hour asbestos awareness training.

FLOORING WITH ASBESTOS CONTAINING MATERIALS (ACM)

Stripping Frequency

Unless otherwise directed by the County, stripping of asbestos floor coverings may be done only two times per year and only when the building is unoccupied.

Stripping Method

Any flooring identified to have ACM may only be manually stripped using wet methods. No floor buffing will be allowed with a machine on a floor with ACM.

Prior to manual stripping operations, an emulsion of chemical stripper in water must be applied to the floor, following the manufacturer's directions and guidelines. A mop may be used to spread the chemical stripper over the floor to soften the wax or finish coat.

When manually stripping the floor, a mop or a non-abrasive pad shall be used to further soften the wax or finish coat, which may then be removed with a mop or a Wet-Vac HEPA filtration vacuum system.

The application of the chemical stripper may be repeated as necessary.

After stripping and before the application of a high solids floor finish, the floor must be thoroughly cleaned and rinsed with clean water. A Wet-Vac HEPA filtration vacuum system may be used to take up the rinse water.

Floors must be thoroughly air dried prior to the application of the floor finish product.

CARPET AND RUGS

General Standards

Remove all built-up spills, crusted materials, spots, and smears. No areas of deterioration or fuzzing to the carpets and rugs may remain as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs must be reasonably blended with surrounding carpets.

Carpets may not be left in excessively damp condition.

Take all measures as directed by the County to prevent the growth of mold.

Perform spot-cleaning as necessary to ensure carpet surfaces are free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials.

The above requirements also apply to mats and runners, where present.

Timing

The County must approve the times when carpets are cleaned, and carpets must be dry before the building is occupied the next business day.

Equipment relocation

Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the County or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. –

Vacuumping

Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming is to be done at a frequency that will protect the integrity of the carpet and prolong wear, using at a minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval/ Green Label Vacuum' Program.'

FLOOR MATS AND RUNNERS

Layout

When present, mats and runners must be laid out as specified by the County at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. They must be a minimum of ten feet in length in the primary direction of travel. Replacement mats and runners shall be the same type as the original mats and runners.

Cleaning schedule

Mats and runners must receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or that cannot be cleaned are to be brought to the County's attention, so they can be replaced. Mats and runners, 1st be stored in accordance with the ANSI/ASEE A1264.2-2006 'Provision of Slip Resistance on Walking/Working Surfaces Guidelines.'

RESTROOMS, SHOWER ROOMS, LOCKER ROOMS

Cleaning

All areas must be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains must be cleaned and kept free of mold and dirt. Restrooms must be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

Dispensers

Replenish supplies and fill dispensers with materials compatible with the dispenser manufacturer's requirements. Hand soaps may not contain antibacterial agents except where required by Federal, State, local requirements and health codes.

Floors

The quality standard is the same as that described for bare floor care.

Receptacles

Empty, clean, and sanitize the sanitary napkin and waste receptacles provided by the County. Sanitary napkin disposal containers must be lined with new receptacle bags and the waste treated the same as blood borne pathogens.

Fixtures

All fixtures and surfaces of washbasins, urinals, modesty panels, toilets, shower stalls, etc. are to be kept clean with no dust, spots, soiled substances, discoloration, mold, build-up, or excess moisture.

SURFACES

Horizontal Surfaces

All surfaces must be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards may not be disturbed unless directed by the County. Surfaces must be damp-mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.

Metal, Brass and Woodwork

Surfaces, including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc., must be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soiled substances, encrustation, and streaks.

Glass

All glass, clear partitions, mirror surfaces, bookcases, and other glass within approximately 70 inches of the floor must be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and may not be cloudy or hazed. No water spots may remain on the glass or adjacent fixtures and furniture after cleaning.

Elevators, Escalators, Stairways, Door Tracks

Tracks must be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

Exposed Surfaces, Treads, Risers and Landings

Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

Exterior and Interior Car Surfaces

Surfaces shall be clean and free of finger marks, smudges, and spills.

Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

All blinds, coverings, cord tapes, and valances are to be clean and free of dust and spots. Those that are not operating properly must be reported to the County for repair.

Drinking Fountains

All fountains are to be sanitized and present a lustrous appearance and kept free of dirt, watermarks, and all other debris or encrustations.

TRASH

General

All trash, including restrooms, must be collected and removed to a location designated by the County.

Containers

Keep all trash containers empty, clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers may not be torn, worn, or contain residue.

Hazardous material

Notify the County of any item or material identified by the Environmental Protection Agency (EPA) and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes include items such as fluorescent light bulbs, thermostats, thermometers, chemicals, and batteries.

Recyclables:

Provide all labor and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the County.

Contractor's Inspection Report:

Contractor is responsible to schedule a monthly inspection with County Building Services Manager; Duane Minor and provide the County with written inspections report of each facility on a monthly basis. Inspections are to be performed during the third (3rd) week of each month. Reports are to be emailed to Jose Villalobos, Building Services Supervisor; jvillalobos@smcgov.org and Duane Minor, Building Services Manager, dminor@smcgov.org.

SUBCONTRACTING

Only single level sub-contracting is allowed. All subcontractors must be approved by the County prior to starting work under this contract.

PERSONNEL IDENTIFICATION

All personnel, including subcontractor personnel, must be dressed in a neat and clean manner and wear distinguishing badges, uniforms, or clothing with identifying logos. The identification must be worn at all times while working at County sites. The County will have sole authority to determine the sufficiency of the identifying markers. Failure to wear such identification may

result in the individual being barred from a facility, which will be deemed a failure to perform on the part of the Contractor.

STAFF DEPARTMENT

General

All Contractor employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by the County will be grounds for removal from the County property. Employees are to be respectful to all County employees and visitors, and must be familiar with County standards of conduct. Soliciting monies, names, addresses and other such inquiries will be cause for the employee to be removed from the premises.

Background Clearance

Provide a list of names of each proposed employee to the Department of Public Works 30 days prior to the assignment of any employee. Contractor personnel to be assigned to County buildings will be required to meet with the County of San Mateo Building Services Manager prior to starting their assignments.

Employees assigned to county facilities must pass and maintain a County of San Mateo Department of Justice fingerprint/ background clearance performed by the County of San Mateo Sheriff's Department. The cost of the Department of Justice clearance is the responsibility of the Contractor. Contract employees will not be permitted to begin work prior to DOJ clearance and received County issued card issued badge. Failure to do so will result in the immediate removal of contractor's employee.

Selected Contractor must provide a list of each proposed employee and assigned facility to the Department of Public Works 30 days prior to the assignment of an employee.

Contractors employees will be required to meet with the County's Building Services Manager or his designee, once prior to commencement of assignment.

All staff entering The Hall of Justice or jail facilities must be cleared by jail security. Staff will be required to present a current driver's license upon arrival at the Hall. Contractor is responsible for maintaining proper security clearance for each employees throughout the duration of this agreement, and will notify the County within 24 hours of learning of the arrest or detainment of any employee.

Damage, Theft, Illegal or Inappropriate Conduct

Contractor is responsible for repairing any property damage caused by any willful or negligent act of its employees or subcontractors; or replacing any items missing or damaged due to any theft committed by its employees or subcontractors or made possible by willful or negligent action of its employees.

Contractor will reimburse any costs incurred by the County due to illegal or inappropriate conduct by the vendor's employees, including, but not limited to, the following:

Re-keying or restoring of locks; Service charges levied by security alarm vendors, law enforcement agencies, or security companies in response to false alarms;

Payments to law enforcement agencies or security companies for investigation of conduct that prove an employee's inappropriate or illegal conduct;

Replacement costs of items missing or damaged, due to an employee's conduct;
Damage to property due to misuse of cleaning chemicals and cleaning equipment

CHANGES TO WORK SITES

Sites may be added or removed from the current roster. The County is requesting an annual cost for all facilities listed on the price form. The County will divide this cost by 12 to determine monthly cost. Awards for additional facilities will be determined by the County based on the performance and cost structure of the pool of awarded vendors.

Additionally, the County seeks pricing for the following scenarios:

- Hourly custodians with vendor supplying all supplies and equipment.
- Seven (7) day Monday-Sunday cleaning work week.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the bid proposal and facility schedule and terms:

The maximum fiscal obligation and not to exceed amount for this contract is \$1,509,444.00, (one million five hundred nine thousand, four hundred forty-four dollars).

PAYMENT

Compensation

- The County will pay the quoted monthly prices as full consideration for Contractor's full, complete and faithful performance of the Contractor's obligations under the contract.
- Payment will be by one of the following methods, as indicated in the Contract Documents:
- Full payment will be made after the County's acceptance of acceptable custodial services and receipt of a complete individual invoices by facility serviced.
- Payments will be invoiced monthly by Contractor in arrears, based upon services provided and at the amount set forth in contractors bid.
- up to the maximum amount of the contract; or

Penalty for missed service day

In the event the contractor does not perform custodial services on a given day, the County will reduce the value of the missed day based on the monthly charge for the specific facility.

For Example: 20 cleaning days in the given month, the monthly charge is \$500.00 therefore, the value of each day is \$25.00.

Credits

Prior to releasing final payment, the County must be reimbursed for any overpayments, advance payments, or other credits due from the Contractor, and the County may deduct these amounts from payments otherwise due Contractor.

Conditions Prerequisite to Payment

The County may withhold payment under any of the following circumstance:

- Contractor, with or without knowledge, made a misrepresentation of substantial and material nature with respect to any information furnished to County;
- Contractor took any action pertaining to this agreement that required County approval, without having first received County approval;

Example: Allowing a custodian, custodian utility worker, custodian supervisor or any employee to enter and provide janitorial/custodial services to County facilities without being properly cleared by County procedures.

- Contractor was or is in default under any of the terms of the original contract and amendments;
- The Contractor will provide the County a list of assigned staff to each facility, their positions, and their cleaning schedule (hours). Any changes of staff personnel will be advised to the County Building Services Manager within 48 hours of any changes. None the less, any staff changes must have approved County clearance.

Payment in the event of non-compliance

If the County determines the quantity or quality of the custodial services provided or work performed is unacceptable, the County will notify Contractor and may withhold payment until correction has been made to County's satisfaction. If corrections have not been completed after what the County deems a reasonable time, (**within 48 hours**), County may make corrections on its own or through a third party, and deduct the cost of replacement or correction from any sums that may be or become due to Contractor on this or any other agreement.

No additional payment will be provided to Contractor for replacements or corrections.

Invoicing Procedures

Contractor shall invoice County monthly in arrears. Should the County request contractor stop services at any facility currently receiving services, the monthly fee will be adjusted by the current respective rate.

Billing

Invoice the County using the facility breakdown sheets provided (see Attachment 1). Provide two separate invoices one to Building Services; attention: Duane Minor @ dminor@smcgov.org and one to DPW – Accounting, 555 County Center, 5th Floor, Redwood City, CA 94063.

Overtime

If overtime work, other than specified, is required, the County will pay only the difference between normal and overtime labor at the Contractor's billing rate.

Final Invoice

Upon completion of all services to the satisfaction of the County, submit a final invoice, which together with all previous invoices, may not exceed the maximum amount of the contract. The County will make payment of the final invoice within 30 calendar days of receipt of all required documentation, completion of the Contractor's obligations and approval of such invoice. Acceptance of final payment releases the County from all further Contractor claims under the referenced contract.

