

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND KARLA’S JANITORIAL SERVICES & SUPPLIERS**

This Agreement is entered this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and **Karla’s Janitorial Services & Suppliers**, 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 at various County building locations specified in Attachment A.

**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
- Exhibit C—CDC Guidelines
- Attachment I—§ 504 Compliance
- Attachment II—Special Instructions
- Attachment A – Facility Breakdown Sheet

**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 and Attachment 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 and Attachment A. 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 two hundred ninety-eight thousand, nine hundred eighty dollars and eight cents* **(\$1,298,980.08)**. 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, 2021, through September 30, 2024.**

**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

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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

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: Ann M. Stillman; Interim Director of Public Works  
Address: 555 County Center 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Telephone: 650-363-4100  
Facsimile: 650-321-8220  
Email: astillman@smcgov.org

In the case of Contractor, to:

Name/Title: Sheyla Garcia; Account Manager  
Address: 1485 Bayshore Blvd. M.B.205  
San Francisco, Calif. 94124  
Telephone: 415-494-5347  
Facsimile: 415-494-5378  
Email: Sheyla@karlasjanitorial.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: [\_\_\_\_\_]

<small>DocuSigned by:</small>		
<i>Sheyla Garcia</i>	9/21/2021   1:36 PM PDT	Sheyla Garcia
<small>14EFF634C32E41B...</small>	_____	_____
Contractor Signature	Date	Contractor Name (please print)



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, County of San Mateo

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**

**The County of San Mateo requires the Contractor follow the (CDC) [Guidance for Cleaning and Disinfecting](#) to implement and maintain a plan in compliance with the CDC Guidelines to reduce the risk of exposure to multiple viruses. (See Exhibit C)**

### **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](http://www.issa.com) or [www.ieha.org](http://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. –

### **Vacuuming**

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, 1<sup>st</sup> 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 (3<sup>rd</sup>) week of each month. Reports are to be emailed to Jose Villalobos, Building Services Supervisor; [jvillalobos@smcgov.org](mailto:jvillalobos@smcgov.org) and Duane Minor, Building Services Manager, [dminor@smcgov.org](mailto: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 employee 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 \$1,298,980.00

### **Payment**

#### **Schedule**

The County will pay for work performed at monthly intervals only after completion of the work and receipt of itemized written invoices pursuant to an approved schedule. Payment will be based on the amount bid for each facility and only for those facilities where work has been completed by Contractor and inspected and approved by the County.

#### **Billing**

Invoice the County using the facility breakdown sheets provided (see Attachment A).

Provide two separate invoices one to Building Services; attention: Duane Minor @ [dminor@smcgov.org](mailto:dminor@smcgov.org) and one to DPW – Accounting, 555 County Center, 5th Floor, Redwood City, CA 94063.

#### **Unsatisfactory Services**

The County may delay payment or release partial payment if the services rendered by the contractor are deemed unsatisfactory according to and not meeting client's expectation per the facility spec sheet. Contractor will be advised by owner in writing of client complaints and the owner will allow the contractor 72 hours to mitigate the deficiency/complaint.

#### **Overtime**

If overtime is needed it will only be allowed upon owner approval. Contractor will submit in writing any request to work overtime. Owner will approve or reject in writing overtime requests.

## **Exhibit C- CDC Guidelines**

### **Perform routine cleaning and disinfection**

- Follow the [Guidance for Cleaning and Disinfecting](#) to develop, implement, and maintain a plan to perform regular cleanings to reduce the risk of exposure to SARS-CoV-2, the virus that causes COVID-19.
- Routinely clean all frequently touched surfaces in the workplace, such as workstations, keyboards, telephones, handrails, and doorknobs.
  - If surfaces are dirty, clean them using a detergent or soap and water before you disinfect them.
  - For disinfection, most common, EPA-registered, household disinfectants should be effective. A list of [products that are EPA-approved for use against the virus that causes COVID-19](#)<sup>external icon</sup> is available on the EPA website. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method, and contact time).
- Discourage workers from using each other's phones, desks, offices, or other work tools and equipment, when possible.
- Provide disposable disinfecting wipes so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use.
- Store and use disinfectants in a responsible and appropriate manner according to the label.
- Do not mix bleach or other cleaning and disinfection products together. This can cause fumes that may be very dangerous to breathe in.
- Ensure there is adequate ventilation when using cleaning and disinfection products.
- Advise employees to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting and that they may need additional Personal Protective Equipment ([PPE](#)) based on the setting and product.

### **Perform cleaning and disinfection after persons suspected/confirmed to have COVID-19 have been in the facility**

- If a sick employee is suspected or confirmed to have COVID-19, follow the [CDC cleaning and disinfection recommendations](#)

**ATTACHMENT I****Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:** Sheyla Garcia

**Name of Contractor(s):** Karla's Janitorial & Suppliers

**Street Address or P.O. Box:** 1485 Bayshore Blvd, M.B. 205

**City, State, Zip Code:** San Francisco, CA 94124

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:** *Sheyla Garcia*

**Title of Authorized Official:** Account Manager

**Date:** 9/21/2021

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment II**

### Special Instructions:

The County requires the Contractor to use either Electrostatic Handheld Sprayer for disinfecting/sanitizing or a Manual Handheld Disinfectant Applicator for disinfecting/sanitizing in each County facility, twice a week

### Examples of Disinfecting/Sanitizing devices:

Victory Professional Cordless Electrostatic Handheld Sprayer

Nebtec Sanitizer Pro 100 Handheld Disinfectant Applicator

**ATTACHMENT "A"**  
 CUSTODIAL MAINTENANCE BID SHEET 2021 - 2024 FINAL REVISION

<b>Company Name:</b>	<b>Karla's Janitorial &amp; Suppliers</b>
<b>Submission Date:</b>	<b>8-Jun</b>

**Enter monthly amounts into the yellow boxes. The green boxes will auto-populate and calculate the total cost of the agreement.  
 Enter number of hours and number of staff in purple boxes**

**SAN MATEO COUNTY - CUSTODIAL INVENTORY - 2021**

**FACILITIES - BUILDING SERVICES**

Facility Code	Building	Address	# of Floor(s)	Square Feet	# of Hours per day	# of Custodian Staff	Year 1 Monthly Costs	Year 2 Monthly Costs	Year 3 Monthly Costs	Year 1 Annual Costs	Year 2 Annual Costs	Year 3 Annual Costs
<b>SOUTH COUNTY</b>												
F18352	EPA*	2415 University Ave EPA	3	55,031	16	3	\$10,112.00	\$10,263.68	\$10,417.63	\$121,344.00	\$123,164.16	\$125,011.56
F29111	AG. CCOMM.	728 Heller St. RWC	1	2,415	2	1	\$874.00	\$887.11	\$900.42	\$10,488.00	\$10,645.32	\$10,805.04
F29091	WTS. & MEAS.	310 Pine St. RWC	1	1,400	1.5	1	\$874.00	\$887.11	\$900.42	\$10,488.00	\$10,645.32	\$10,805.04
F39123	CANYON OAKS	400 Edmonds Rd. RWC	1	5,000	3	1	\$2,908.00	\$2,951.62	\$2,995.89	\$34,896.00	\$35,419.44	\$35,950.68
F08075	VOC, REHAB.	550 Quarry Rd. SC	2	38,909	8	2	\$5,952.00	\$6,041.28	\$6,131.89	\$71,424.00	\$72,495.36	\$73,582.68
							\$20,720.00	\$21,030.80	\$21,346.25	\$248,640.00	\$252,369.60	\$256,155.00
<b>NORTH COUNTY</b>												
F09674	SAFE HARBOR	295 N. Access Rd. SSF	1	7,500	4	2	\$4,060.00	\$4,120.90	\$4,182.71	\$48,720.00	\$49,450.80	\$50,192.52
F08081	AGING/ADULT	330 E. Habor Blvd. BEL.	1	1,540	1.5	1	\$516.00	\$523.74	\$525.24	\$6,192.00	\$6,284.88	\$6,302.88
F08317	H.S.A.	271 92nd. St. Daly City	2	20,910	6	2	\$4,680.00	\$4,681.50	\$4,751.72	\$56,160.00	\$56,178.00	\$57,020.64
F19671	ADULT PROB.	1024 Mission Rd. SSF	1	13,814	4	1	\$3,744.00	\$3,800.16	\$3,857.16	\$44,928.00	\$45,601.92	\$46,285.92
F19681	DA OFFICES	1050 Mission Rd. SSF	1	5,380	2	1	\$1,872.00	\$1,900.08	\$1,928.58	\$22,464.00	\$22,800.96	\$23,142.96
							\$14,872.00	\$15,026.38	\$15,245.41	\$178,464.00	\$180,316.56	\$182,944.92

<b>Grand Total South County (custodial cost for all 3 years, all locations):</b>	<b>\$757,164.60</b>
<b>Grand Total North County (custodial cost for all 3 years, all locations):</b>	<b>\$541,725.48</b>

**Contractor full hourly rates for the County of San Mateo 2021 - 2024**

LABOR BILLING RATES	CUSTODIAN			SUPERVISOR		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Travel Time	\$30.00	\$30.45	\$31.00	\$33.00	\$33.49	\$34.00
Straight Time	\$30.00	\$30.45	\$31.00	\$33.00	\$33.49	\$34.00
Mon-Fri	\$30.00	\$30.45	\$31.00	\$33.00	\$33.49	\$34.00
Saturday	\$32.00	\$30.45	\$31.00	\$33.00	\$33.49	\$34.00
Sunday	\$32.00	\$30.45	\$31.00	\$33.00	\$33.49	\$34.00

*\* Do not forget to include day porter service (4-6 hours daily) costs for the EPA building.*

**Certificate Of Completion**

Envelope Id: 98CC91F8010B474294968097C4E0AF42	Status: Completed
Subject: Karla's Janitorial Services & Suppliers_Custodial Contract Building Services	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Oristela Guidos
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 County Ctr
	Redwood City, CA 94063-1662
	oguidos@smcgov.org
	IP Address: 38.127.225.96

**Record Tracking**

Status: Original	Holder: Oristela Guidos	Location: DocuSign
9/21/2021 1:15:42 PM	oguidos@smcgov.org	

**Signer Events**

Sheyla Garcia  
 sheylag@karlasjanitorial.com  
 HR Department  
 Karla's Janitorial & Suppliers, LLC  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 14EFF634C32E41B...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 166.216.158.135  
 Signed using mobile

**Timestamp**

Sent: 9/21/2021 1:16:52 PM  
 Viewed: 9/21/2021 1:34:36 PM  
 Signed: 9/21/2021 1:36:03 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/21/2021 1:34:36 PM  
 ID: 4bf71796-e48b-496f-a0cc-13e10837fa02

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	9/21/2021 1:16:52 PM
Certified Delivered	Security Checked	9/21/2021 1:34:36 PM
Signing Complete	Security Checked	9/21/2021 1:36:03 PM
Completed	Security Checked	9/21/2021 1:36:03 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carasoft OBO County of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact Carasoft OBO County of San Mateo:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

**To advise Carasoft OBO County of San Mateo of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Carasoft OBO County of San Mateo**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carasoft OBO County of San Mateo**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.