

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND  
FRESHX SELECTIVE TEAMS, LLC FOR SPECIALIZED JANITORIAL  
SERVICES FOR COUNTY HEALTH CLINICS**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and **FreshX Selective Teams, LLC**, hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP) # 10353 for Specialized Janitorial Services for County Health Clinics, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10353 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10353. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

AGREEMENT including all attachments and exhibits,  
Addendum #1,  
RFP # 10353 including all attachments and exhibits,  
CONTRACTOR'S Proposal dated April 9, 2012,  
Certificate of Insurance  
Additional Insured Endorsements

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, Addendum/Addenda to RFP #10353, RFP #10353 including all attachments and exhibits, CONTRACTOR'S Proposal, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - S1.4.1 CONTRACTOR must maintain all required business and professional licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **2.0 SCOPE OF SERVICE**

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.
- 2.2 The Scope of Work includes but is not limited to all items stated within the following EXHIBITS attached hereto:
  - 2.2.1 EXHIBIT A, SCOPE OF SERVICES-GENERAL REQUIREMENTS
  - 2.2.2 EXHIBIT B, SERVICE SPECIFICATIONS
  - 2.2.3 EXHIBIT C, CLEANING REQUIREMENTS SCHEDULE
- 2.3 Locations where services are to be rendered are detailed in ATTACHMENT A LOCATION SPECIFICATIONS and in EXHIBIT D SERVICE LOCATIONS, both attached hereto.

- 2.4 A complete MSDS shall be submitted to County within ten (10) calendar days from the start date of this Agreement term as per Section 3.1 herein.
- 2.5 Compliance with Laws: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations of any public authority bearing on the performance of the work, including but not limited to the Immigration Reform and Control Act of 1986 (8 U.S.C.A. Sections 1101 et seq.).

### **3.0 TERM OF AGREEMENT**

- 3.1 The term of the AGREEMENT shall begin on July 1, 2012 through and including June 30, 2014 with the option to extend three (3) additional one (1) year periods.
- 3.1.1 The County is not required to state a reason if it elects not to renew.
- 3.2 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT and both parties shall agree upon the changes in writing.
- 3.2 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as ATTACHMENT A. The total Agreement amount is not to exceed \$436,859.52.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.

- 4.6 Tax:
- 4.6.1 Pricing as per ATTACHMENT A of this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County Health Department at the following address:

**Monterey County Health Department  
Clinic Services Bureau  
1615 Bunker Hill Way, Suite 100  
Salinas, CA 93906**

- 5.2 CONTRACTOR shall reference "AGREEMENT for Specialized Janitorial Services for Health Clinics per RFP# 10353" on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and

reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

### 7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

#### 7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## **8.0 RECORDS AND CONFIDENTIALITY**

8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this

AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.

8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## **9.0 NON-DISCRIMINATION**

9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of



County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor utilized by CONTRACTOR shall be pre-approved by County prior to undertaking any work associated with this AGREEMENT. Any subcontractor approved shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## **11.0 CONFLICT OF INTEREST**

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## **S12.0 COMPLIANCE WITH APPLICABLE LAWS**

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### **13.0 FORCE MAJEURE**

13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

S13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

### **14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

14.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by suit against CONTRACTOR. County and CONTRACTOR mutually agree and acknowledge that it would be impractical or extremely difficult at best to measure the actual damages suffered by the County as a result of a breach by CONTRACTOR. In the event of any such breach by CONTRACTOR (factually determined by County to have occurred, after a reasonable investigation into an alleged breach), CONTRACTOR shall pay the sum of five percent (5%) of the total estimated contract value, but not less than \$5,000 nor more than \$25,000 to County as liquidated damages, and not as a penalty. County and CONTRACTOR agree that the amount of liquidated damages described above is a reasonable amount for liquidated damages for breach of CONTRACTOR's obligations under the circumstances existing at the time RFP #10353 was issued. In consideration of the payment of such liquidated damages, the County shall be deemed to have waived all other claims for damages or relief at law or equity under this AGREEMENT.

## **15.0 TRAVEL REIMBURSEMENT**

- 15.1 No reimbursements for travel expenses including mileage shall be permitted in this AGREEMENT.

## **16.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE**

- 16.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

## **17.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT**

- 17.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

## **18.0 EMERGENCY SITUATIONS**

- 18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.
- 18.2 County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

## 19.0 BACKGROUND CHECKS

- 19.1 CONTRACTOR shall be required to submit appropriate background clearance(s) for all personnel required to work within County facilities. Each clearance shall include a criminal background check via fingerprinting and confirmation of eligibility to work.
- 19.1.1 A California licensed Investigator must perform the required fingerprinting background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- 19.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 19.2 The required background checks shall be completed prior to allowing the personnel to work within any of the limited access facilities.

## 20.0 HAZARDOUS MATERIALS

- 20.1 County and CONTRACTOR agree that CONTRACTOR shall not use any hazardous materials in the performance of this AGREEMENT without prior written approval by County. "Hazardous materials" are those defined as per OSHA Standard 1910.1200.
- 20.1.1 Per County's written approval as to the use of any hazardous materials during the performance of this AGREEMENT, any transportation of any hazardous materials to County must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in the Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials to be used. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to delivery and acceptance by County.
- 20.2 During the course of providing services per this AGREEMENT, CONTRACTOR personnel may be required to clean and dispose of potential biohazards. Therefore all CONTRACTOR personnel designated to work in County facilities must be trained and qualified in the areas of contact precautions and communicable diseases. COUNTY requires that all CONTRACTOR personnel use personal protective equipment, such as gloves, when cleaning any blood spills.

## 21.0 ACCESSIBILITY

21.1 CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

## 22.0 DAMAGE TO COUNTY PROPERTY

22.1 CONTRACTOR shall be held responsible for any breakage or damage to COUNTY's equipment or supplies through negligence of CONTRACTOR or its employees while providing services per this AGREEMENT. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to COUNTY any damages resulting from services performed under this AGREEMENT.

## 23.0.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:  
Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

TO CONTRACTOR:  
FreshX Selective Teams, LLC  
Attn: John Betancourt  
1090 Madison Lane  
Salinas, CA 93907  
Tel. No. (831) 422-8744  
[freeshx001@hotmail.com](mailto:freeshx001@hotmail.com)

## 24.0 LEGAL DISPUTES

- 24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

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IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: [Signature]  
Signature of Chair, President, or Vice-President

Dated: \_\_\_\_\_

John M. Betancourt  
Printed Name and Title *manager power*

Approved as to Fiscal Provisions:

Dated: 5/5/12

[Signature]  
Deputy Auditor/Controller

By: Rocio Betancourt  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dated: 5/5/12

**RISK MANAGEMENT**  
~~Approved as to Liability Provisions:~~  
**APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE**  
Risk Management

Rocio Betancourt  
Printed Name and Title *management*

By: [Signature]  
Date: 5-15-12

Dated: 5/5/12

Approved as to Form:

[Signature]  
Deputy County Counsel

Dated: May 15, 2012

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A**  
**SCOPE OF SERVICES - GENERAL REQUIREMENTS**

**A.1 CONTRACTOR Employee Requirements:**

ITEM #	ITEM	DESCRIPTION
A.1.1	<b>Area Supervisor</b>	CONTRACTOR shall designate a competent Area Supervisor to handle all matters pertaining to day-to-day work areas between 7am – 7pm.
A.1.1.1		CONTRACTOR shall provide County with Area Supervisor’s 24-hour contact information.
A.1.1.2		Communications with the Area Supervisor shall be binding on CONTRACTOR to the extent permissible under this Agreement.
A.1.1.3		County shall notify Area Supervisor of all quality concerns and the Area Supervisor shall respond in writing within three (3) hours.
A.1.2	<b>Personnel</b>	All work shall be performed by CONTRACTOR personnel who have a sufficient level of training in cleaning healthcare facilities and general job experience to be able to perform all tasks outlined within the RFP.
A.1.2.1		All work shall be performed by personnel whom CONTRACTOR directly employs and supervises.
A.1.2.2		Prior to an employee commencing work under this Agreement, CONTRACTOR shall provide County with a list of employees designated work areas within the County.
A.1.2.3		CONTRACTOR shall provide a copy of the scope of services of this Agreement to all CONTRACTOR personnel designated to work in County facilities prior to an employee commencing work under this Agreement.
A.1.2.4		All CONTRACTOR personnel designated to work in County facilities under this Agreement shall have the ability to read and/or follow written and verbal instructions, and at least 33% must be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties.



A.1.2.5		During the course of cleaning the clinic facilities, CONTRACTOR personnel may be required to clean and dispose of potential biohazards. Therefore all CONTRACTOR personnel designated to work in County facilities must be trained and qualified in the areas of contact precautions and communicable diseases. The COUNTY also requires that all CONTRACTOR personnel use personal protective equipment, such as gloves, when cleaning any blood spills.
A.1.3	<b>ID Badges</b>	CONTRACTOR is required to have all employees working in County facilities obtain identification badges from the County, within ten (10) days from the start of the Agreement. If extenuating circumstances occur that prevent CONTRACTOR from meeting this objective, the County must be so advised in writing prior to the tenth (10th) day of the Agreement and a new deadline approved by the County may be established. <i>If the CONTRACTOR fails to obtain badges for all employees within the time limit, payment for services rendered may be withheld. This also constitutes cause for termination of this Agreement.</i>
A.1.3.1		County will pay for the cost of badges at the beginning of the Agreement (within the first 30 days of the beginning of the Agreement). The CONTRACTOR shall be responsible for all costs of badges during the remainder of the Agreement for new or replacement personnel. CONTRACTOR is required to have all new or replacement personnel obtain identification badges prior to working in County facilities.
A.1.3.2		CONTRACTOR and CONTRACTOR'S employees shall display their identification badge at all times while working in County facilities. If the CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, County may require them to leave the facility immediately. <i>Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.</i>
A.1.3.3		If any of CONTRACTOR'S employees cease to work in County facilities, the CONTRACTOR shall immediately return the employee's badge to the Custodial Contract Coordinator, or designee in Clinic Services Administration.
A.1.4	<b>Uniforms and Protective Gloves</b>	CONTRACTOR personnel designated to work in County facilities shall wear the necessary and appropriate uniforms and protective gloves as assigned by the CONTRACTOR and as approved by the

		County.
A.1.5	<b>Background Checks</b>	CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities. A California licensed Investigator must perform the required State level criminal background check(s) which must include criminal history information obtained through fingerprint verification and confirmation on eligibility to work in the State of California. The State level criminal background check(s) must be submitted to the County prior to the personnel being allowed to work within County facilities.
A.1.5.1		CONTRACTOR is responsible for the cost of the background check(s). If there are extenuating circumstances beyond CONTRACTOR'S control as to why CONTRACTOR is unable to provide cleared background checks for personnel performing work under the Agreement within the County, CONTRACTOR must notify the County in writing immediately upon learning of such circumstances.
A.1.6	<b>Security</b>	Should the County or CONTRACTOR discover any security issues, the other party shall be immediately notified. CONTRACTOR shall respond to security issues within 60 minutes of notification by the County.
A.1.6.1		County shall issue facility keys to CONTRACTOR to maintain a log of keys issued. CONTRACTOR shall not duplicate keys and must report lost keys to County immediately, not to exceed three (3) hours. Rekeying keys and replacing locks shall be performed by County at the CONTRACTOR'S expense. Cost of rekeying and replacing locks shall be deducted from the next submitted invoice.
A.1.6.2		CONTRACTOR'S employees shall be responsible for locking any room they unlock to clean and must ensure that all building entrances are locked when they leave.
A.1.6.3		County shall notify CONTRACTOR of alarms within County facilities. CONTRACTOR shall not activate any alarms while providing services. CONTRACTOR shall be responsible for all costs associated with false alarms triggered by CONTRACTOR.
A.1.6.4		CONTRACTOR shall ensure that all alarms are on and active after completing routine services after clinic hours. CONTRACTOR shall be responsible for any costs associated with lost, damaged,

	and/or stolen property as a result of failure to activate the alarms.
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**A.2 CONTRACTOR'S Work Schedule:**

A.2.1	<b>Work Schedule</b>	Unless otherwise authorized by the County, all work shall be performed outside of County's regular working hours, as specified in EXHIBIT D – SERVICE LOCATIONS attached hereto, except noon service. Weekend work will not be permitted unless specifically authorized and scheduled in advance. Occasionally, County facilities may be open to the public on weekends or evenings. The County will provide to the CONTRACTOR a schedule of hours so that an appropriate work schedule may be determined.
A.2.1.1		Within thirty (30) days of the CONTRACTOR'S receipt of written notice that the CONTRACTOR will be awarded a contract, the CONTRACTOR shall furnish County's Custodial Contract Coordinator with a work schedule of the custodial services to be provided for each location in accordance with the scope of work specified in the Agreement. Thereafter, if CONTRACTOR desires to change the work schedule, CONTRACTOR shall provide County's Custodial Contract Coordinator with a revised work schedule for coordination with the County before the changes are put into effect at any facility.
A.2.1.2		For the purpose of facility inspections by the County, all cleaning shall be performed on or before the dates listed on the CONTRACTOR'S work schedule.

**A.3 Protection of Persons and Property:**

A.3.1	<b>Protection</b>	CONTRACTOR shall take all reasonable precautions to ensure the safety and protection of, and to prevent damage, injury or loss to, CONTRACTOR'S employees and other persons. The CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations pertaining to the safety and protection of CONTRACTOR'S employees and other persons.
A.3.2		All damage or loss to any property caused in whole or in part by the CONTRACTOR or any person employed directly or indirectly by the CONTRACTOR shall be remedied by the CONTRACTOR at CONTRACTOR'S expense and to the satisfaction of the County.

**A.4 CONTRACTOR'S Response Time:**

A.4.1	<b>Response Time</b>	CONTRACTOR shall maintain a 24-hour business phone or telephone answering service for the purpose of receiving County messages in an efficient and timely manner. If CONTRACTOR'S Area Supervisor cannot be reached before 7 A.M. or after 7 P.M. the County will call the 24-hour business phone or telephone answering service. CONTRACTOR shall respond to all messages regarding incomplete or defective work before the expiration of the next County work day and shall complete all remedial work within 24 hours after receiving the County's message.
A.4.1.1		If the CONTRACTOR does not complete remedial work within 24 hours, the CONTRACTOR shall be subject to deductions for the value of work not performed in accordance with the Agreement.
A.4.1.2		In addition, if CONTRACTOR fails or refuses to perform any part of work required by the Agreement within the response time, the County may contract with another outside source or may use County personnel to perform that work and may deduct all additional costs of any such work from the monthly amount due to the CONTRACTOR after first deducting the appropriate amount for the value of work originally not completed under the Agreement.
A.4.1.3		CONTRACTOR will respond to any emergency request within 60 minutes of receiving the call and shall complete all remedial work immediately. Spills of blood or other potentially infectious materials, for instance, shall be promptly cleaned and decontaminated using personal protective equipment according to the OSHA regulations for blood borne pathogens (OSHA Standard #1910.1030).
A.4.1.4		Failure to correct the problem within the time frame specified in paragraphs A.4.1.1 and A.1.1 may result in a liquidated damage deduction of 5% of the monthly location bill for each occurrence.

**A.5 Notification of Problems or Emergencies:**

A.5.1	<b>Problems &amp; Emergencies</b>	CONTRACTOR shall notify the County immediately, or as soon as possible, upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to prevent damage from occurring. The County will provide the CONTRACTOR with emergency telephone numbers for each facility maintained by the CONTRACTOR under the Agreement.
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A.5.2		CONTRACTOR shall notify the County within 24 hours upon finding any broken fixture or any other building problem that requires maintenance or repair. Failure to provide the County with timely notification of such problems may be cause to make invoice deductions for failure to comply with the terms of the Agreement.
A.5.3		When a requirement is identified for an additional service that is not otherwise specified under the Agreement, or if an emergency requirement for additional services occurs, the Custodial Contract Coordinator, or designee, will coordinate directly with the CONTRACTOR, CONTRACTOR'S Area Supervisor or designee to discuss such services. The County shall not be responsible for costs associated with additional service(s) that is not pre-approved in writing by the Clinic Services Director.

**A.6 Supplies and Materials:**

A.6.1	<b>Supplies &amp; Materials</b>	CONTRACTOR shall provide all supplies required to perform work under this contract.
A.6.2		Listed below are the routine items CONTRACTOR shall provide as part of the base rate under this Agreement. The items provided must be equal in quality to those currently in use:
A.6.2.1		<ul style="list-style-type: none"> <li>• Single Multi Fold (Paper) Towel/White</li> <li>• Two Ply Toilet Tissue/White-Toilet Seat Protector 1/2 FD</li> <li>• 15x9x23, .75 Mil Brown Liner-Small</li> <li>• 40x48, 1.2 Mil Clear Liner-Large</li> <li>• Urinal Screens</li> <li>• Toilet Seat Protector ½ FD</li> <li>• Heavy Kraft Sanitary Trash Receptacle Liner</li> <li>• Medium- Trash Bags</li> <li>• Soap: Kindest Kare in 1 liter bottles (Order #1105-87)</li> </ul> <p>Cleaning solutions shall be EPA-registered chemical germicides appropriate for the surface to be disinfected (e.g., either low- or intermediate-level disinfection) and of hospital grade.</p> <p>CONTRACTOR shall provide feminine hygiene products in the vending machines currently in place, at a vending price of no more than \$0.25 each. CONTRACTOR shall be entitled to all proceeds from these vending dispensers.</p>

A.6.3		<p>CONTRACTOR shall provide at CONTRACTOR'S cost, all other materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary for the cleaning process, including but not limited to floor stripping, cleaning, shampooing and waxing materials, cleansers, and dusting polish. All products shall be hospital-grade and shall be harmless to the finishes and surfaces on which they are used, and shall leave no harmful residues.</p>
A.6.4		<p>CONTRACTOR is required to utilize a minimum of 20% "Green" products (can be any combination of paper products and/or cleansers) as per Green Seal standards or Ecologo standards. Links to these standards are included below.</p> <p>(<a href="http://www.green Seal.org/GreenBusiness/Standards.aspx">http://www.green Seal.org/GreenBusiness/Standards.aspx</a>)  (<a href="http://www.ecologo.org/en/criteria/search/">http://www.ecologo.org/en/criteria/search/</a>)</p>
A.6.5		<p>The County will provide a small amount of storage space in which the CONTRACTOR can place a week's worth of cleaning supplies and paper products in the clinics with the exception of Monterey County Health Clinic at Marina.</p> <p>All other items, including paper products and necessary specialty cleaners, must be brought on site daily during work hours. The CONTRACTOR shall store and maintain all additional supplies in an offsite location. The County will not be responsible for any loss or damage to CONTRACTOR'S supplies. No employee belongings or valuables belonging to the CONTRACTOR employees may be stored on County property.</p>

**A.7 Safety and Product Control:**

A.7.1	<b>Safety &amp; Product Control</b>	<p>CONTRACTOR shall provide current Material Safety Data Sheet (MSDS) binders to the County's Custodial Contract Coordinator and at each service location as indicated in EXHIBIT D – SERVICE LOCATIONS attached hereto.</p>
A.7.1.1		<p>CONTRACTOR shall include MSDS sheets on ALL products used by the CONTRACTOR in the provision of services required by the Agreement. CONTRACTOR shall provide all required MSDS information in an appropriate binder at each storage closet or location in which such chemicals or products are kept and are to</p>

		be used during the performance of work required by the Agreement. CONTRACTOR shall update the MSDS binder for any new or replacement products. Whenever possible, the CONTRACTOR shall provide chemicals in the neutral range of the pH scale. All chemicals and products to be used shall be pre-approved by the County's Custodial Contract Coordinator. Disinfectants used in clinic areas must be EPA-registered hospital-grade. CONTRACTOR shall not mix chemicals on site. CONTRACTOR shall indicate clearly in the MSDS binder all certified "Green" products as per the requirement stated within section A.6.4 herein, and also identify all EPA-registered hospital-grade products.
A.7.1.2		CONTRACTOR shall include, in a separate section in the MSDS binder, documentation regarding training provided to employees. Documentation may include, but is not limited to, certificates of completion for training courses and sign-in sheets with training format or topics listed. CONTRACTOR shall ensure that employees are sufficiently experienced, trained and capable of handling all chemicals and cleaning products according to product directions, instructions and precautions and in such a manner as to minimize the possibility of exposure of facility occupants to any acid-based or caustic materials. Under no circumstances shall CONTRACTOR mix any chemicals on-sites.
A.7.1.3		The CONTRACTOR shall provide the County with documentation of proper disposal of all products and containers used. Documentation shall be placed in a separate section of the MSDS binder and updated quarterly. The CONTRACTOR shall dispose of all unused products and empty containers as required by Federal, State and local laws and regulations.
A.7.2		CONTRACTOR shall be responsible for payment of any and all fees required by the County relating to the storage of hazardous materials on-site. No additional compensation shall be allowed for such fees. All materials that are stored in a liquid state shall be stored on shelves not higher than three (3) feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents.

**A.8 Quality Control and Evaluation:**

A.8.1	<b>Quality Control &amp; Evaluation</b>	All services provided by the CONTRACTOR shall be performed in such a way that the finished result equals or exceeds standards set forth in EXHIBIT B, SERVICE SPECIFICATIONS. All work shall be performed as specified in the Agreement and in no way
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		shall any time limits set forth by the CONTRACTOR interfere with the quality of work performed and compliance with the Agreement. All work performed under the Agreement shall satisfy, as a minimum, the cleaning requirements and standards set forth herein.
A.8.1.1		CONTRACTOR'S Area Supervisor shall perform an on-site inspection of each facility on a weekly basis for the first two months of the initial start date of the contract or as needed. After the initial two months, the on-site inspection of each facility shall commence once monthly and as needed. The monthly inspections will occur on a regular schedule as agreed upon between the County and the CONTRACTOR. The Area Supervisor shall make an appointment, with the designated facility contact person to walk through and inspect the condition of the facility and note any problems or concerns the County may have regarding the custodial services being provided. CONTRACTOR shall provide status updates on the scheduled cleanings per EXHIBIT C – CLEANING REQUIREMENTS SCHEDULE and general contract requirements per EXHIBIT A – SCOPE OF SERVICES GENERAL REQUIREMENTS. County and CONTRACTOR shall complete and sign EXHIBIT C as acknowledgement of receipt and review of scheduled cleaning requirements.
A.8.1.2		Custodial Contract Coordinator, or designated representative, may make unannounced inspections at any time during the CONTRACTOR'S work hours, or during the County's normal work hours, to determine if the CONTRACTOR'S services comply with the terms of the Agreement. Any adverse findings as a result of such inspections shall be reported.
A.8.1.3		Any requests or complaints related to the cleanliness of the facilities or the work habits of the CONTRACTOR'S staff will be documented by the County. These documented complaints will be faxed or emailed to the CONTRACTOR by County. <b>CONTRACTOR must respond to complaints within 24 hours.</b> CONTRACTOR shall be responsible for tracking the complaints and providing daily status updates, or more frequently as requested, to the County.
A.8.1.4		CONTRACTOR will have 24 hours from the point of time contacted by the County to address and resolve any adverse findings of inspections. At this point, the County can exercise the right to perform another inspection of the facilities. If facility cleanliness levels do not match the standards specified in the definition of terms, the County may withhold liquidated damages



		as defined in Section A.4.
A.8.1.5		Resolution of disputes about service under the Agreement should be resolved at the lowest level possible.
A.8.2	<b>Reports</b>	CONTRACTOR shall provide the following reports to the County at the frequencies indicated below.
A.8.2.1		CONTRACTOR shall submit Quality Assurance Reports on a quarterly basis to the designated facility contact person to track quality control per Section A.8.1.1. The reports shall be submitted on a quarterly basis during a scheduled monthly inspection, or at a different frequency as mutually agreed upon. These reports will contain a brief summary of the results of all inspections as well as information regarding any feedback received through submitted documentation via email, letter or fax. CONTRACTOR shall include signature blocks for both CONTRACTOR and County to sign as acknowledgement of receipt and review of Quality Assurance Reports.
A.8.2.2		CONTRACTOR shall provide an Inventory and Expenditures Report on a quarterly basis which shall include a listing of the supplies, quantities, and expenditures provided under A.6.2.1. The list of supply expenditures will have identified those products which comply with the Environmental Standards set forth in A.6.4 herein.

--END EX. A--

**EXHIBIT B**  
**SERVICE SPECIFICATIONS**

**B.1 Definition of Terms:** As used throughout this Agreement, the following terms shall be defined as set forth below:

<b>ITEM #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
B.1.1	<b>CLEAN</b>	Free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, and other residue; to restore all items to their original condition and appearance.
B.1.2	<b>DISINFECT</b>	Cleaning in order to destroy any harmful microorganisms by the application of an approved chemical agent.
B.1.3	<b>RESILIENT FLOOR</b>	All ceramic and vinyl tile and rubber, linoleum or other sheet type flooring products which are affixed to the sub flooring with mastic or adhesive.
B.1.4	<b>HARD SURFACE FLOOR</b>	All brick, terrazzo, ceramic tile, marble, stainless steel flooring products which are affixed to the sub flooring with anchors or mortar.
B.1.5	<b>PARTITION</b>	The barriers between restroom stalls and walls or dividers within a facility which do not touch the ceiling.
B.1.6	<b>VACUUMING</b>	The complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner with an empty HEPA filter container.
B.1.7	<b>HEPA</b>	High Efficiency Particulate Arrestance (or Arrestor). A Class of fine mesh filters.
B.1.8	<b>POLISHING</b>	The application of an oil-based, high quality wood preservative to furnishings, and wiping the furnishings using a soft, non-abrasive cloth so as not to leave any residual surface polish.
B.1.9	<b>FIXTURE</b>	Toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, showers/tubs, floor drains and any other items attached to the ceiling, wall, door or floor.
B.1.10	<b>WIPE</b>	To clean either a horizontal or vertical surfaces with a wet cloth moistened with an EPA-registered hospital detergent/disinfectant.

B.1.11	<b>SCRUB</b>	To scour or aggressively brush a surface or fixture using hospital grade detergent until the surface is clean and free of stains or residue.
B.1.12	<b>SPOT CLEAN</b>	To clean specific areas where dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, or other residue are evident. Spot cleaning also includes the disposal of any blood or other potentially infectious body fluid as well as the decontamination of surfaces involved. Decontamination shall mean the removal or neutralization of a contaminating substance.
B.1.13	<b>DUST</b>	To clean horizontal surfaces with a wet cloth moistened with a small amount of an EPA- registered hospital detergent/disinfectant. This does not include feather dusting or other methods that disperse dust.
B.1.14	<b>EDGE OUT</b>	To vacuum and spot clean less accessible areas which are normally covered by moveable furniture, fixtures, or storage.
B.1.15	<b>MACHINE SCRUB</b>	To use a safe and well maintained mechanical device to polish all tile floors.
B.1.16	<b>HOSPITAL GRADE DISINFECTANT DETERGENT</b>	Any concentrated cleaning solution capable of killing molds and bacteria in addition to eliminating surface present viruses including MRSA, VRSA, VRE, Hepatitis B, influenza, Escherichia coli, the HIV virus, etc. Acceptable disinfectant products include E.P.A. registered products such as Spectrum HBV, SaniZide Plus, Frankin One Step, Q.T., or BioZide disinfectants. Any other product used in substitution should have the same virucidal, fungicidal, disinfectant, and mold fighting capabilities.

**B.2 Floor and Carpet Maintenance:**

<b>ITEM #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
B.2.1	<b>Floor Care</b>	For all floor care operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original location and position. Baseboards, walls, doors, stair risers, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. The CONTRACTOR shall take precautions to advise building occupants of wet and/or

		slippery floor conditions including displaying warning signs or placards. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. CONTRACTOR shall take precautions to avoid cross-contamination and use a mop specifically designated for restroom areas only in restroom areas.
B.2.2	<b>Carpets</b>	Carpets must be vacuumed thoroughly with an industrial type vacuum cleaner. Vacuums must be in good repair and equipped with HEPA filters. Carpeted floors shall be free of all visible litter and soil. Chairs, trash receptacles, and easily movable items shall be moved and the carpet vacuumed underneath. Any tears, burns or unraveling shall be brought to the attention of the County via the Quarterly Report as mentioned in A.8.2.2.
B2.2.1		All vacuums and filter containers must be emptied daily.
B.2.3	<b>Sweeping &amp; Damp Mopping</b>	Sweeping and damp mopping of hard surface floors using EPA-registered hospital grade disinfectants shall leave the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, behind doors, or on stair landings and treads. Sidewalks, entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.
B.2.4	<b>Wet Mopping &amp; Scrubbing</b>	Floors shall be properly prepared by thoroughly sweeping to remove visible dirt and debris, and by removing gum, tar and similar substances from the floor surface.
B.2.4.1		On completion of mopping and scrubbing, floors shall be properly rinsed and dry-mopped to present an overall appearance of cleanliness; floors shall be clean and free of dirt, water streaks, mop marks, string, etc; floors shall be dry and corners and cracks clean. When scrubbing is specified, it shall be performed by machine or by hand with a brush.
B.2.4.2		To avoid cross-contamination, the same mop shall not be used in all areas within the facilities. For instance, the mop to clean the restroom shall be different from the mop to clean the patient waiting area.
B.2.4.3		CONTRACTOR shall read, be familiar with, and follow Centers for Disease Control (CDC) guidelines and proper procedures for effective uses of mops, cloths, and solutions, such as:

		<ol style="list-style-type: none"> <li>1. Prepare cleaning solutions daily or as needed, and replace with fresh solution frequently.</li> <li>2. Change the mop head at the beginning of each day and also as required by facility policy, or after cleaning up large spills of blood or other body substances.</li> <li>3. Clean mops and cloths after use and allow to dry before reuse daily or as needed; or use single-use, disposable mop heads and cloths.</li> <li>4. CONTRACTOR is required to change the mop head immediately following the cleaning of a blood or other bodily fluid spill and is encouraged to utilize disposable single use mop heads at all times. In the event the CONTRACTOR uses multi-use mop heads, the CONTRACTOR shall change mop heads weekly and disinfect mop heads using an EPA registered disinfectant prior to each use</li> </ol>
B.2.5	<b>Floor Finishing</b>	Floor finishing shall include the thorough cleaning of vinyl tile, rubber, or linoleum or other resilient floor surfaces and the application of an approved floor finishing material according to the following steps:
B.2.5.1	<b>Sweeping</b>	Floor shall be swept thoroughly and all gum and adhesive materials shall be removed.
B.2.5.2	<b>Stripping</b>	Completely remove old finish or wax from floors using a concentrated solution of an approved liquid cleaner. Cleaning solution is to be applied with a mop and scrubbed with an electric polishing machine with a scrub brush or a medium-grade scrubbing pad. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls, doors and furniture. Cleaning solution shall be taken up with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water to assure thorough rinsing. Floor shall be allowed to dry thoroughly after rinsing.
B.2.5.3	<b>Finishing</b>	Apply a minimum of four coats of approved floor finishing material, allowing sufficient drying time between each coat. Only

		the last coat should be applied up to, but not touching, the baseboard. All other coats should be applied to within four inches of the baseboard. (Note: If there are eight or more hours delay between the cleaning of the floor and applying the first coat of floor finish, or between the application of coats of floor finish, the areas must be cleaned again to remove surface dirt and scuff marks before applying finish material.)
B.2.5.4	<b>Periodic Spray Buffing</b>	Floor shall be swept thoroughly. Damp mop floor and allow to dry. Spray buff floor using floor polishing machine, synthetic fiber pad and spray equipment containing 50% water and 50% floor finish of the same type as on the floor. Spray worn areas using a fine mist applied 2-3 feet ahead of the floor machine. Buff immediately to blend in with surrounding floor surface finish.
B.2.5.5	<b>Other Hard Floors</b>	Hard surface floors such as brick, terrazzo, ceramic tile, marble, stainless steel, etc, shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.
B.2.5.6	<b>Carpet Cleaning</b>	All carpets shall be deep cleaned using the wet extraction method at the scheduled frequencies, using approved industrial carpet cleaning equipment.
B.2.5.7	<b>Rugs</b>	After thoroughly vacuuming, all rugs shall be clean and be free of dust balls, dirt and other debris.
B.2.5.8	<b>Elevator Floors</b>	Where floor has resilient type covering, all necessary cleaning operations as described above shall be performed to provide a clean and polished appearance after each cleaning.
B.2.5.9	<b>Toilets</b>	Special attention shall be given to floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout.
B.2.6	<b>Garbage Removal</b>	Any garbage removed from the clinic sites must be taken to the nearest COUNTY owned dumpster on the premises. Any garbage collected from clinic sites shall not be transported in CONTRACTOR'S vehicles or personal vehicles belonging to the CONTRACTOR'S staff.
B.2.6.1	<b>Recycling</b>	All recycling receptacles must be serviced with the same frequency as trash receptacles, unless specifically labeled "DO NOT SERVICE."

B.2.6.2		Loose recycling such as cardboard boxes left in hallways, etc., must be recycled by custodial staff regardless of its marking as recycling, trash or unlabeled.
B.2.6.3		Shredded paper emptied from shredding machines must be recycled (collected in a clear plastic liner or paper bag).
B.2.6.4		Liners are discouraged in small capacity recycling bins, although recycling material may be consolidated into clear plastic liners from multiple small recycling bins.
B.2.6.5		For larger recycling bins requiring liners, only clear plastic liners may be used.

**B.3 Dusting:**

ITEM #	ITEM	DESCRIPTION
B.3.1	<b>Dusting</b>	Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means: appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. Dusting is to be done at the frequencies specified in EXHIBIT C –SERVICE CLEANING REQUIREMENTS. Each dusting task shall result in the following:
B.3.1.1		There shall be no dust streaks remaining.
B.3.1.2		Corners, crevices, molding and ledges shall be free of all dust.
B.3.1.3		There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
B.3.1.4		Few traces of dust will be found on any surface during routine inspections.
B.3.1.5		Avoid dusting methods that disperse dust. CONTRACTOR shall not feather dust.

**B.4 Damp Wiping:**

ITEM #	ITEM	DESCRIPTION
B.4	<b>Damp Wiping</b>	This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, such as lobby tables and reception counters, then drying to provide a clean, polished appearance. The wetting solution shall contain an appropriate EPA-registered hospital grade detergent/disinfectant. When damp wiping in toilet areas, a multi-purpose (EPA-registered hospital grade disinfectant-deodorizer) cleaner shall be used.

**B.5 Window Washing and Glass Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.5.1	<b>Window &amp; Glass Cleaning</b>	After each washing operation in accordance with the specified frequency, all interior glass and mirrors shall be clean and free of dirt, grime streaks, fingerprints and excessive moisture, and shall not be cloudy. Sash glass moved during the cleaning operation shall be returned to its original position.
B.5.2		Window sashes, sills and woodwork around interior glass and other surrounding areas shall be thoroughly wiped free of any dust, drippings and watermarks.
B.5.3		When building occupants will be seriously disrupted or inconvenienced by window cleaning operations, these activities shall be scheduled with the department's designated contact person and/or the Custodial Contract Coordinator. No window cleaning shall be conducted on any examination room while a patient is present in the room.
B.5.4		Window cleaning operations shall be performed in accordance with all federal, state and local laws and regulations, with special attention to any applicable safety requirements.

**B.6 Porcelain Ware Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.6.1	<b>Porcelain Ware Cleaning</b>	All porcelain fixtures (including drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.



B.6.2		Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.
B.6.3		Drinking fountains shall be kept free of trash, coffee grounds or other debris, and the nozzles free from any encrustation.

**B.7 Spot Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.7	<b>Spot Cleaning</b>	Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

**B.8 Regulatory Agency Guidelines:**

ITEM #	ITEM	DESCRIPTION
B.8.1	<b>Clinic Requirements</b>	<p>The CONTRACTOR will familiarize itself with, and operate according to, all CDC guidelines, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Using a one-step process and an EPA-registered hospital detergent/disinfectant designed for general housekeeping purposes in patient-care areas where 1) uncertainty exists as to the nature of the soil on the surfaces (e.g., blood or body fluid contamination versus routine dust or dirt); 2) uncertainty exists regarding the presence of multi-drug resistant organisms on such services (272,274,280,281). Category II.</li> <li>2. Not performing disinfectant fogging in patient-care areas (270,285). Category IB</li> <li>3. Avoiding large-surface cleaning methods that produce mists or aerosols, or disperse dust in patient-care areas (37,48,51,73). Category IB4.</li> <li>4. Closing the doors of immunocompromised patients' rooms when vacuuming, waxing, or buffing corridor floors to minimize exposure to airborne dust (37,40,289). Category IB”B.11.2.</li> <li>5. The CONTRACTOR will operate according to all OSHA guidelines, including but not limited to: <ol style="list-style-type: none"> <li>1. <u>1910.1030</u>, Bloodborne pathogens</li> <li>2. <u>1910.1200</u>, Hazard communication</li> </ol> </li> </ol>

		3. <u>1910.132</u> , General requirements (Personal protective equipment)
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--END EX. B--

## EXHIBIT C CLEANING REQUIREMENTS SCHEDULE

MONTEREY COUNTY HEALTH DEPARTMENT, CLINIC SERVICES DIVISION - AREAS TO BE SERVICED INCLUDE BUT ARE NOT LIMITED TO LABS, EXAM ROOMS, EXIT ROOMS, PROCEDURE ROOMS, OFFICES, WAITING AREAS.

**ROUTINE SERVICES (TO BE PERFORMED ON A DAILY BASIS) ARE CODED TO BEGIN WITH THE LETTER "D" AND ARE AS FOLLOWS:**

### DR RESTROOM CLEANING

- DR1 Gather all trash and empty waste containers
- DR2 Sweep and wet mop floors using hospital grade disinfectant solution
- DR3 Restock all dispensers with the proper product
- DR4 Clean, polish and disinfect all restroom fixtures including sinks, toilets, urinals, etc.
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom counters, mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth using hospital grade disinfectant solution
- DR9 Clean all bathroom doors around doorknobs, push plates and door tracks
- DR10 Clean and disinfect all baby changing stations

### DG GENERAL CLEANING

- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances, exits and elevator entrances
- DG5 Empty break-room and desk-side recycle containers and place recycled material in recycle bin
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs, push plates and door tracks
- DG8 Wipe down all surfaces and walls (i.e. areas around exam tables, table tops and counters) with damp cloth using hospital grade disinfectant solution

### DF FLOOR & CARPET CARE

- DF1 Sweep and damp mop all hard surface floors with hospital grade disinfectant solution treated mop, removing small furniture items, such as stacker chairs, rolling carts and wastepaper baskets, before treating to ensure entire area is clean. Area includes, but is not limited to, all clinical space such as exam rooms, waiting areas, hallways and workstations. After cleaning the floor, neatly place all small furniture items in their original locations.
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces using hospital grade disinfectant solution
- DF4 Remove chewing gum and candy from carpet and hard surface floors
- DF5 Sweep and wet mop elevator floors using hospital grade disinfectant solution

### DD DUSTING

- DD1 All tops of filing cabinets
- DD2 All desks where cleared
- DD3 All table tops and counters where cleared
- DD4 All windowsills

- DW WINDOW CLEANING
- DW1 Clean entry door and lobby glass inside and outside
- DW2 Clean all interior partition and counter glass
- DW3 Clean all interior door glass

**DAILY NOON SVCS MONDAY THROUGH FRIDAY 12:00-1:00:**

- DN1 CLEAN ALL RESTROOMS
- DN2 Clean sinks and mirrors
- DN3 Empty all wastebaskets
- DN4 Damp mop floors using hospital grade disinfectant solution
- DN5 Fill all dispensers
- DN6 CLINIC AREA
- DN7 Empty all wastebaskets
- DN8 Refill all paper towel dispensers

**WEEKLY SERVICES ARE CODED TO BEGIN WITH THE LETTER “W” AND ARE AS FOLLOWS:**

- WG GENERAL CLEANING
- WG1 Remove fingerprints from doors, walls, and light switches
- WG2 Wash wastebaskets and trash receptacles inside and outside
- WG3 Remove marks and clean door kick plates
- WG4 Wash all handrails, including stairways and restrooms
- WG5 Wipe down all waiting area chairs with damp cloth using hospital grade disinfectant solution

**WF FLOOR & CARPET CARE**

- WF1 Entirely damp mop hard surface floors
- WF2 Spot clean all carpeted floors
- WF3 Buff all hard surface floors using a high-speed machine

**WR RESTROOM CLEANING**

- WR1 Scrub all sinks using an abrasive cleaner such as Ajax or a similar product
- WR2 Scrub toilets and urinals inside using an acid type bowl cleaner

**WD DUSTING**

- WD1 All window and door sills
- WD2 All tops of ledges, baseboards, and partitions
- WD3 All chairs
- WD4 Remove all cobwebs from ceilings, corners, and crevices
- WD5 All stairwell surfaces

**MONTHLY SERVICES ARE CODED TO BEGIN WITH THE LETTER “M” AND ARE AS FOLLOWS:**

**MF FLOOR & CARPET CARE**

- MF1 Scrub and refinish all hard surface floors using an acrylic finish
- MF2 Edge out all carpet (areas that are out of reach during normal vacuuming)
- MF3 Shampoo all carpeted areas using bonnet method

**MR RESTROOM CLEANING**

- MR1 Wash all walls and partitions

**MD DUSTING**

- MD1 Vacuum all upholstered furniture
- MD2 All blinds

**QUARTERLY SERVICES ARE CODED TO BEGIN WITH THE LETTER "Q" AND ARE AS FOLLOWS:**

- QG GENERAL CLEANING
- QG1 Wash exterior of all desks, filing cabinets, and tables
  
- QF FLOOR & CARPET CARE
- QF1 Strip and refinish all hard surface floors using an acrylic finish
  
- QR RESTROOM CLEANING
- QR1 Machine scrub restroom floors (porcelain tile floors)
  
- QD DUSTING
- QD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet
  
- QW WINDOW CLEANING
- QW1 Wash the inside of all windows and the outside of the first floor windows

**ANNUAL SERVICES ARE CODED TO BEGIN WITH THE LETTER "A" AND ARE AS FOLLOWS:**

- AF FLOOR & CARPET CARE
- AF1 Steam/Extraction clean all carpeted areas

Notification requirement for shampooing carpeted areas and waxing floors: minimum of 24-hour notice to Site Manager.

For use during County and CONTRACTOR on-site inspections:

Inspection Date: \_\_\_\_\_

Clinic: \_\_\_\_\_

Comments on scheduled cleanings:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(Please use the back of this page for additional comments)*

I acknowledge that a review of the cleaning requirements was completed during the inspection date listed above:

<b>COUNTY</b>	<b>CONTRACTOR</b>
_____	_____
Print Name	Print Name
_____	_____
Date	Date
_____	_____

--END EX. C--

**EXHIBIT D**  
**SERVICE LOCATIONS**

**Locations include, but are not limited to:**

**Alisal Health Center**

559 E. Alisal Street, Suite 201  
Salinas, CA 93905  
8:00am – 5:00pm (Mon., Wed., Fri.)  
7:00am – 7:00pm (Tue., Thu.)

**Seaside Family Health Center**

1150 Fremont Blvd. P.O. Box847  
Seaside, CA 93955  
7:00am – 7:00pm (Mon., Tue., Thu.)  
8:00am – 5:00pm (Wed., Fri.)

**Laurel Women's Health Clinic**

1441 Constitution Blvd., Bldg. 200 Floor One, Suite 105  
Salinas, CA 93906  
7:30am – 6:00pm (Mon., Tue., Thu., Fri.)  
7:30am – 5:00pm (Wed.)

**Laurel Pediatrics Clinic**

1441 Constitution Blvd., Bldg. 200 Floor One, Suite 101  
Salinas, CA 93906  
7:00am – 6:00pm (Mon. – Thu.)  
7:00am – 5:00pm (Fri.)

**Laurel Internal Medicine Clinic & Laurel Medical Records**

1441 Constitution Blvd., Bldg. 151  
Salinas, CA 93906  
7:30am – 6:00pm (Mon. – Fri.)

**Laurel Family Practice**

1441 Constitution Blvd., Bldg. 200 Floor One, Suite 103  
Salinas, CA 93906  
7:00am – 6:00pm (Mon. – Thu.)  
7:00am – 5:00pm (Fri.)

**Monterey County Health Clinic at Marina**

3155 De Forest Road  
Marina, CA 93933  
8:00am – 5:00pm (Mon. – Fri.)

Hours are subject to change.

--END EX. D--

**ATTACHMENT A: SERVICE LOCATION SPECIFICATIONS AND PRICING SHEET TO BE SUBMITTED WITH PROPOSAL**

HEALTH DEPARTMENT LOCATIONS	EST SQ FT	EST SQ FT CARPET	EST SQ FT TILE	EST # EXAM ROOMS	EST # SINKS IN EXAM ROOMS	EST # REST ROOMS	EST # SINKS IN REST ROOMS	EST # TOILETS/ URINALS	EST # OFFICES	EST # STORAGE/LAB/ SOILED UTIL	EST # SHOWERS	EST # BABY CHANGING STATIONS	EST # EXTERNAL SINKS	EST # WATER FOUNTAINS	EST # JANITOR SINKS	EST # TOILET PAPER DISP.	EST # PAPER TOWEL DISP.	EST # SEAT COVER DISP.	EST # LIQUID SOAP DISP.	EST # JANITORIAL CLOSETS	TYPE OF SERVICE	TOTAL MONTHLY FLAT RATE <small>(COMPLETE THIS SECTION)</small>	EQUIVALENT PRICE PER A SQ FT <small>(COMPLETE THIS SECTION)</small>	
Laurel Medical Records	1,818	0	1,818	0	0	1	1	1	0	0	0	0	2	1	0	2	4	4	1	2	0	Five Day + Noon	\$618.12	\$0.34
Laurel Internal Medicine Clinic	5,592	1,619	3,973	8	8	4	4	4	11	4	0	0	1	0	0	4	13	13	4	0	Five Day + Noon	\$1,901.28	\$0.34	
Laurel Family Practice				16	16	2	2	2	3	3	0	0	5	1	0	2	21	21	2	2	Five Day + Noon	\$1,915.33	\$0.34	
Laurel Pediatrics	16,900	1,064	15,836	14	14	4	4	4	5	3	0	2	4	1	1	4	23	23	4	1	Five Day + Noon	\$1,915.33	\$0.34	
Laurel Women's Health				12	12	2	2	2	6	4	0	1	7	1	0	2	19	19	2	Five Day + Noon	\$1,915.33	\$0.34		
Alisal Health Center	11,761	852	10,909	16	16	10	9	10	8	8	0	3	3	2	2	10	31	30	10	2	Five Day + Noon	\$3,998.74	\$0.34	
Monterey County Health Clinic at Marina	1,790	354	1,436	4	4	2	2	2	3	1	0	0	5	0	0	2	10	9	2	0	Five Day + Noon	\$698.10	\$0.39	
Seaside Family Health Center	11,645	1,329	10,316	18	18	10	11	14	20	15	1	3	7	0	3	12	40	37	12	2	Five Day + Noon	\$5,240.25	\$0.45	
ALL LOCATIONS:	49,506	5,218	44,288	88	88	35	35	39	56	38	1	9	34	6	6	38	161	153	38	5	Five Day + Noon	\$18,202.48	\$0.3677	

**Janitorial Closets:**

Each janitorial closet listed has a limited amount of space for supplies and paper products as per Section A.6.5 of RFP EXHIBIT A.

NOTE: This pricing Sheet shall be available in electronic format (Microsoft Excel) online at [www.co.monterey.ca.us/admin/soliccenter.htm](http://www.co.monterey.ca.us/admin/soliccenter.htm)

