

Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Board Order

Agreement No.: A-12728

Upon motion of Supervisor Salinas, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

a. Approved and authorized the Contracts/Purchasing Officer to sign an Agreement with ISS Facility Services, Inc. to provide specialized custodial maintenance services and supplies to the Health Department's Clinic Services Bureau for the initial term of two (2) years, beginning July 1, 2014 through June 30, 2016 for an amount not to exceed \$479,706.24, with the option to extend the Agreement for two (2) additional one (1) year periods as set forth in RFP#10484; and

b. Authorized the Contracts/Purchasing Officer to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the annual amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 24th day of June 2014, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES:

None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on June 24, 2014.

Dated: June 30, 2014 File Number: A 14-129 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Denise Charcock



Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,765,5066

Board Report

Legistar File Number: A 14-129

Sure 24, 2014

Introduced: 6/5/2014

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

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b. Authorize the Contracts/Purchasing Officer to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the annual amount and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer to sign an Agreement with ISS Facility Services, Inc. to provide specialized custodial maintenance services and supplies to the Health Department's Clinic Services Bureau for the initial term of two (2) years, beginning July 1, 2014 through June 30, 2016 for an amount not to exceed \$479,706.24, with the option to extend the Agreement for two (2) additional one (1) year periods as set forth in RFP#10484; and
- b. Authorize the Contracts/Purchasing Officer to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the annual amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

Monterey County

Approval of the recommended action will provide the Health Department's Clinics Services Bureau with specialized custodial maintenance services and supplies. Service areas include primarily exam rooms, waiting areas, offices, common areas, halls, bathrooms, and multi-purpose rooms as defined in the specifications and schedules detailed in the Agreement. The Agreement is based upon County requirements set forth in the terms and conditions of RFP#10484.

The initial term shall commence with the signing of the Agreement through a period of two (2) years, beginning July 1, 2014 through June 30, 2016 for an amount not to exceed \$479,706.24 with the option to extend the Agreement for two (2) additional one (1) year periods.

This work supports the Monterey County Health Department 2011-2015 strategic plan initiatives: 2) Enhance community health and safety by emphasizing prevention. It also supports one of the ten essential public health services, specifically: 6) Enforce laws and regulations that protect health and ensure safety.

Page 1

OTHER AGENCY INVOLVEMENT:

County Counsel, the Auditor-Controller and Contracts/Purchasing have reviewed and approved the Agreement. This Agreement is on file with Clerk of the Board.

FINANCING:

Funds for this Agreement are included in Health Department Clinic Services FY 2014-15 Requested Budget 4000-HEA007. Fee for Services revenue will be used to cover the request and there will be no increase to General Fund Contribution as a result of this Agreement.

Prepared By:

Robin Kimball, Management Analyst, 1344

Approved By: Ray Bullick, Director of Health, 4526

Attachments:

Agreement is on file with Clerk of the Board

AGREEMENT TO PROVIDE SPECIALIZED JANITORIAL SERVICES AND SUPPLIES

EOR THE COUNTY OF MONTEREY HEALTHCLINICS

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 ISS Facility Services, Inc., hereinafter referred to as "CONTRACTOR."

RECHIAIS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP) #10484 for Specialized Janitorial Services and Supplies for the County of Monterey Health Clinics, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

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

KOPERFORMANCE 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 #10484 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10484. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments and exhibits RFP #10484 Addendum (or Addenda) #1 Dated 05/02/2014 RFP # 10484 dated 04/03/2014, including all attachments and exhibits CONTRACTOR'S Proposal dated 05/08/2014. Certificate of Insurance Additional Insured Endorsements

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 including all Attachments and Exhibits, RFP #10484 Addenda #1, RFP #10484 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 All work shall be performed by personnel whom the CONTRACTOR directly employs and supervises. Prior to commencing work under the AGREEMENT, CONTRACTOR shall provide the COUNTY with a list of CONTRACTORS employees designated to work in each of the COUNTY facilities included in the AGREEMENT. Background checks, as outlined in Attachment A, Section A1.5 in this RFP, are to be submitted to the Custodial Contract Coordinator for County Health Clinics for each employee prior to work commencing.
- 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 business licensing requirements. CONTRACTOR'S business license must be maintained throughout the course 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.

240 SCORE OF SERVICE

- 2.1 To provide Custodial and Maintenance Services and Supplies to selected County-occupied facilities in the following locations:
 - Zone A1 Marina/Seaside as defined per EXHIBIT A approximately, but not limited to, 13,435 sq. ft.
 - Zone A2 Salinas (Laurel Clinics) as defined per EXHIBIT A approximately, but not limited to, 24,310 sq. ft.
 - Zone A3 Salinas (Alisal) as defined per EXHIBIT A approximately, but not limited to, 11,761 sq. ft.
- 2.2 Cleaning specifications are detailed in ATTACHMENT A: CONTRACTOR GENERAL REQUIREMENTS, ATTACHMENT B: SERVICE SPECIFICATIONS and ATTACHMENT C: CLEANING REQUIREMENTS
- 2.3 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 OUALITY CONTROL

- 3.1 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 more frequently as requested by County.
- 3.2 After the initial two months, the on-site inspection of each facility shall commence once monthly or more frequently as requested by County. The monthly inspections will occur on a regular schedule as agreed upon between the COUNTY and the CONTRACTOR. The Supervisor shall make an appointment, if necessary, with the designated department contact person to walk through the building to inspect the condition of the facility and note any problems or concerns the department may have regarding the custodial services being provided.
- 3.3 The CONTRACTOR shall submit quality assurance reports on a quarterly basis to track quality control. These reports must be submitted every third month at the time of the monthly inspection. These reports will contain:
 - 3.3.1 A brief summary of the results of all inspections
 - 3.3.2 A description of all supply expenditures
 - 3.3.3 Information regarding any feedback received through submitted documentation via email, letter or fax.

40 ELGENSING/SEGURITEY REQUIREMENTS

- 4.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 4.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and jurisdictions are current during the full term of the AGREEMENT.
- 4.3 CONTRACTOR's employees must pass a County background clearance check as explained in Section A.1.5.
 - 4.3.1 A California licensed Investigator must perform the required State level criminal background check(s). CONTRACTOR is responsible for the cost of the background check(s) and fingerprinting.

5.0 TERM OF AGREEMENT

- 5.1 The term of the AGREEMENT(s) will be for a period of two (2) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods and is effective upon the signing of this AGREEMENT.
 - 5.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- 5.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
 - 5.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

5.3 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.

60 COMPENSATION AND PAYMENTS

- 6.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with ATTACHMENT D attached hereto.
- 6.2 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.
- 6.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 6.4 Invoice amounts shall be billed directly to the ordering department.
- 6.5 CONTRACTOR shall reference the AGREEMENT number and RFP # 10484 on all invoices submitted to the County. CONTRACTOR shall submit such invoice 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. The County shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 INDEMNIFICATION

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.

ROTUSTIRANCE

8.1 Evidence of Coverage:

- 8.1.1 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.
- 8.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall <u>not</u> 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.
- 8.2 <u>Qualifying Insurers:</u> All coverage, 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.

8.3 <u>Insurance Coverage Requirements:</u>

- 8.3.1 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:
 - 8.3.1.1 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.
 - 8.3.1.2 <u>Business automobile liability insurance</u>, 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.
 - 8.3.1.3 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.
 - 8.3.1.4 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.

8.4 Other Insurance Requirements:

- 8.4.1 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.
- 8.4.2 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.
- 8.4.3 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.
- 8.4.4 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.
- 8.4.5 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.

9.0 ADDITIONAL REQUIREMENTS.

- 9.1 CONTRACTOR shall submit a list of all employees performing work under this AGREEMENT within ten (10) days from the start of this AGREEMENT.
- 9.2 <u>Criminal Background Checks:</u> CONTRACTOR shall have all employees fingerprinted and background checks initiated within ten (10) days from the start of the AGREEMENT unless there are extenuating

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circumstances beyond the CONTRACTOR'S control. If such circumstances occur, the County shall be so advised in writing prior to the tenth (10th) day of the AGREEMENT and a new deadline approved by the County. If the CONTRACTOR fails to have the designated employees processed within the time limit, payment for services rendered may be withheld. Background check shall be completed prior to allowing an employee to begin work on County premises.

- 9.2.1 A California licensed Investigator must perform the required State level criminal background check(s) which shall then be submitted to the Custodial Contract Coordinator prior to the personnel being allowed to work within such County facilities. CONTRACTOR is responsible for the cost of the State level criminal background checks.
- Exception: personnel who are designated to provide services at any of the Sheriff's facilities shall undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR. The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.
- 9.3 A work schedule shall be submitted to the County within ten (10) days from the start of this AGREEMENT.
- A complete MSDS shall be submitted within ten (10) days from the start of this AGREEMENT. 9.4

100 BREACH DEFAULT AND TERMINATION

- 10.1 Breach; A Breach of a term or condition of this AGREEMENT shall mean any one or more of the following events: (1) CONTRACTOR fails to perform the services as specified in ATTACHMENT A SCOPE OF SERVICES- GENERAL REQUIREMENTS, ATTACHMENT B SCOPE OF SERVICES SPECIFICATIONS, ATTACHMENT C SCOPE OF SERVICES CLEANING REQUIREMENTS, and EXHIBIT A, SERVICE LOCATIONS AND PRICING; (2) CONTRACTOR(s) fails to resolve reported issues in a timely manner as specified in ATTACHMENT A CONTRACTOR GENERAL REQUIREMENTS; (3) CONTRACTOR fails to comply with any term or requirement included in this AGREEMENT; (4) CONTRACTOR becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization, or relief from creditors and/or debtors; (5) in the COUNTY's opinion, CONTRACTOR becomes insolvent or in an unsound financial situation so as to endanger performance; (6) CONTRACTOR is determined to be in violation of federal, state, or local laws or regulations and that such determination, in the COUNTY's opinion, renders the CONTRACTOR unable to perform any aspect of the AGREEMENT; (7) CONTRACTOR receives three concurrent unsatisfactory performance reviews by the COUNTY.
- 10.2 <u>Default</u>: CONTRACTOR may be declared in default for failing to perform a contractual requirement set forth in this AGREEMENT, or for a material breach of any term or condition.
- 10.3 Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of CONTRACTOR and/or it's subcontractor(s) or suppliers, the COUNTY shall be entitled, by written or oral notice, to cancel and terminate this AGREEMENT in its entirety or in part.

11.0RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid to the County shall be considered liquidated damages and calculated at 2% of the monthly location bill for each occurrence. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

12 OFORGE MAJEURE

12.1 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. "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.

¥IS.0 NON-DISORIMINATION №

- 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 there under (California Code of Regulations, Title 2, §7285.0, et seq.).
- 13.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, 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,

140 INDEPENDENT CONTRACTOR

- 14.1 CONTRACTOR shall be an independent contractor and shall not be an employee of County, nor immediate family of an employee of the 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. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 14.2 Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

15.0 CUSTODIAL SERVICE REQUEST FORM

15.1 CONTRACTOR shall only provide services under this AGREEMENT as authorized by the attached Custodial Service Request Form (EXHIBIT B).

- 15.2 The Custodial Service Request Form must be completed prior to services beginning, changing or when services are being deleted for any reason.
- 15.3 The Custodial Service Request Form must be signed and authorized by all parties indicated prior to commencement of work.

16.0 NOTICES

16.1 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

TO CONTRACTOR:

Eduardo Carillo

ISS Facility Services, Inc.

541 Taylor Way, Suite 5

San Carlos, CA 94070

Tel. No: (650)593-9774

FAX No.: (650) 593-0650

Eduardo.carillo@us.issworld.com

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

MONTEREY COUNTY	CONTRACTOR ,
Dina Cical lado	By://
Contracts/Purchasing Officer	Signature of Chair President, or
Gina Encellado Depaity Purchasing Agent	Vide-President
County of Violatory	FRANCIS CO L. ROBLETO DIST ME III
Dated: Cel SO NJ County	Printed Name and Title
A	Printed Name and Title
Approved as to Fiscal Provisions:	Dated:
Y 1 X X) X 1	Dave.
Auditor/Controller	
Paddiol/Solidolph	By: Some il
Dated: 570 M	(Signature of Secretary, Asst. Secretary, CFO,
22611	Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Printed Name and Title
	Printed Name and Title
	660/0014
Risk Management	Dated: 6/2/2014
	,
Dated:	
Approved as to Form:	
Stay dalla	
Assistant County Counsel	
Deputy	
Dated: 5 30 14	•
	,

^{*}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.

ATTACHMENT A SCOPE OF SERVICES - GENERAL REQUIREMENTS

A.1 CONTRACTOR Employee Requirements:

ITEM#	ITEM	DESCRIPTION
A,1.1	Area Supervisor	CONTRACTOR shall designate a competent Area Supervisor to handle all matters between 7am — 7pm and provide 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 CONTRACTOR/Area Supervisor of all quality concerns and the CONTRACTOR/Area Supervisor shall respond in writing within three (3) hours.
A.1.2	Personnel	All work shall be performed by CONTRACTOR personnel who are directly employed and supervised by CONTRACTOR and 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.1.2.2		Prior to an employee commencing work under this Agreement, CONTRACTOR shall provide County with a list of employees linking them to County facilities. County shall be notified of any change to work assignments.
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, follow directions and communicate with others and County staff 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.
A.1.3	ID Badges	CONTRACTOR is required to have all employees working in

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		County facilities obtain identification badges from the County,
		within ten (10) days prior to commencing work under this Agreement. If extenuating circumstances occur that prevent CONTRACTOR from meeting this objective, the County must be so advised in writing and a new deadline approved by the County may be established. 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. CONTRACTOR and CONTRACTOR'S employees
	A	must display identification badges at all times. Failure to do so may result in them being asked to leave the facility immediately. Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.
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		If any of CONTRACTOR'S employees cease to work in County facilities, the CONTRACTOR shall immediately return the employee's badge to Clinic Services Administration.
A.1.4	Uniforms and Protective Gloves	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	Background Checks	CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s), including fingerprinting, for all personnel required to work within County facilities which must be submitted to the County prior to the personnel being allowed to work within such County facilities. A California licensed Investigator must perform the required State level criminal background check(s). CONTRACTOR is responsible for the cost of the background check(s) and fingerprinting. CONTRACTOR shall have all employees fingerprinted and background checks initiated within ten (10) days from the execution of the Agreement. CONTRACTOR shall pay for the cost of fingerprinting and background checks within the first thirty (30) days of the execution of the Agreement.

A.1.6	Security	Should the County or CONTRACTOR discover any security
		issues, the other party shall be immediately notified.
		CONTRACTOR shall respond to security issues within 60

		RFP #10484: Specialized Janiforial Services and Supplies for the County of Monterey
		minutes of notification by the County.
A.1.6.1		County shall issue facility keys to CONTRACTOR. CONTRACTOR shall maintain a log of keys issued to employees. 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.
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 ensure that all alarms are on and active after completing services after clinic hours. CONTRACTOR shall not activate any alarms while providing services.
A.1.6,4	·	CONTRACTOR shall be responsible for any costs associated with lost, damaged, and/or stolen property as a result of failure to activate the alarms. This cost, as well as any cost for the rekeying and replacing of locks, and any costs associated with false alarms triggered by CONTRACTOR, shall be deducted from the next submitted invoice.
A.1.7	Parking	CONTRACTOR will be provided parking permits or placards for CONTRACTOR and CONTRACTOR'S employees use while providing services on site when necessary.

A.2 CONTRACTOR'S Work Schedule:

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	A.2.1	Work Schedule	Unless otherwise authorized by the County, all work shall be performed outside of County's regular working hours, as specified in Exhibit A – Service Locations, except noon service. Weekend work will not be permitted unless specifically authorized and scheduled in advance. The County will provide to the CONTRACTOR a schedule of hours so that an appropriate work schedule may be determined. Occasionally, County facilities may be open to the public on weekends or evenings. In the event that cleaning is required on weekends due to expanded service hours, an additional flat rate for half days or whole days will be allowed with prior written approval from Clinic Services Administration.
	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 Clinic Services Administration 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

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	work schedule, CONTRACTOR shall provide Clinic Service	ces
	Administration with a revised work schedule for approval with t	the
İ	County before the changes are put into effect at any facility.	. A
	Custodial Service Request Form (Exhibit A) must be authorize	zed
	before the changes are put into effect at any facility.	

A.3 Protection of Persons and Property:

A.3.1	Protection	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. 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 CO	A.4 CONTRACTOR'S Response Time:		
A.4.1	Response Time	CONTRACTOR shall maintain a 24-hour business phone, Area Supervisor phone contact number or telephone answering service for the purpose of receiving County messages in an efficient and timely manner. Unless an emergency, CONTRACTOR shall respond to all messages within 24 hours, 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.4.1.3 may result in a liquidated damage deduction of 2% of the monthly location bill for each occurrence.

A.5 Notification of Problems or Emergencies:

A.5.1	Problems & Emergencies	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.
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 Bureau Chief.

A.6 Supplies and Materials:

A.O Supplies and Hatta and		
A.6.1	Supplies & Materials	CONTRACTOR shall provide all supplies required to perform work under this contract. If CONTRACTOR provides comparable products for substitution, approval must be obtained from the County prior to use.
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		 Single Multi Fold (Paper) Towel/White Two Ply Toilet Tissue/White-Toilet Seat Protector 1/2 FD 15x9x23, .75 Mil Liner-Small 40x48, 1.5 Mil Liner-Large Urinal Screens Toilet Seat Protector ½ FD Heavy Kraft Sanitary Trash Receptacle Liner

	RFP #10484: Specialized Janitorial Services and Supplies for the County of Monter
	Medium-Trash Bags
	Soap: Kindest Kare in 1 liter bottles (Order #1105-87)
	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. CONTRACTOR shall not remove or replace any paper dispensers already in place without written authorization by Clinic Services Administration.
	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.
A.6.3	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. CONTRACTOR is encouraged to utilize 20% "green" products.
A,6.4	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.
	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 CONTRACTOR employees' belongings may be stored on County property.

A.7 Safety and Product Control:

A.7.1	Safety & Product Control	CONTRACTOR shall provide current Material Safety Data Sheet (MSDS) binders to the County's Custodial Contract Coordinator and at each clinic location ten (10) days prior to being in clinic.
A.7.1.1		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 be used during the performance of work required by the Agreement. CONTRACTOR shall update the MSDS binder for

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	any new or replacement products within ten (10) days prior to use of product(s) in clinic. 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. Under no circumstances shall CONTRACTOR mix any chemicals on-sites. CONTRACTOR shall indicate clearly in the MSDS binder all certified "Green" and EPA-registered hospital-grade products. CONTRACTOR is encouraged to utilize 20% "Green" products.
A.7.1.2	CONTRACTOR shall include, in a separate section in the MSDS binder, documentation regarding training provided to employees. Documentation shall 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.
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.7.1.4	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	Quality Control & Evaluation	All services provided by the CONTRACTOR shall be performed in such a way that the finished result equals or exceeds standards set forth in Attachment B, SCOPE OF SERVICES SPECIFICATIONS. All work shall be performed as specified in the Agreement and in no way 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	and the same of th	CONTRACTOR/Area Supervisor shall perform an on-site

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		RFP #10484: Specialized Janitorial Services and Supplies for the County of Monterey
		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. CONTRACTOR/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/Area Supervisor shall provide status updates on the scheduled cleanings per Attachment C – SCOPE OF SERVICES CLEANING REQUIREMENTS and general contract requirements per Attachment A – SCOPE OF SERVICES GENERAL REQUIREMENTS. County and CONTRACTOR shall complete and sign Attachment 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 to the CONTRACTOR in writing for correction in accordance with the time limits specified in the Agreement.
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. CONTRACTOR must respond to complaints within 24 hours. CONTRACTOR shall be responsible for tracking the complaints and providing updates 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	Reports	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

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		quarterly basis to the designated facility contact person to track
i		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
1		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
1 1		Assurance Reports.
	1	
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.
	-A	
A.8.3	Deductions	Should CONTRACTOR fail to perform any of the duties outlined
1		in this Scope of Services, County shall invoke its right to have
		deductions taken from the next submitted invoice.

~End of Attachment A~

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

ITEM#	ITEM	DESCRIPTION
B.1.1	CLEAN	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.
В.1.2	DISINFECT	Cleaning in order to destroy any harmful microorganisms by the application of an approved chemical agent.
B.1.3	RESILIENT FLOOR	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	HARD SURFACE FLOOR	All brick, terrazzo, ceramic tile, marble, stainless steel flooring products which are affixed to the sub flooring with anchors or mortar.
B.1.5	PARTITION	The barriers between restroom stalls and walls or dividers within a facility which do not touch the ceiling.
B.1.6	VACUUMING	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	НЕРА	High Efficiency Particulate Arrestance (or Arrestor). A Class of fine mesh filters.
B.1.8	POLISHING	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	FIXTURE	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	WIPE	To clean either a horizontal or vertical surfaces with a wet cloth moistened with an EPA-registered hospital detergent/disinfectant.

B.1.11	SCRUB	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	SPOT CLEAN	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	DUST	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	EDGE OUT	To vacuum and spot clean less accessible areas which are normally covered by moveable furniture, fixtures, or storage.
B.1.15	MACHINE SCRUB	To use a safe and well maintained mechanical device to polish all tile floors.
B.1.16	HOSPITAL GRADE DISENFECTANT DETERGENT	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, Franklin 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:

ITEM#	ITEM	DESCRIPTION
B.2.1	Floor Care	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

	· · · · · · · · · · · · · · · · · · ·	RFP #10484: Specialized Janitorial Services and Supplies for the County of Monter
		precautions to avoid cross-contamination and use a mop
		specifically designated for restroom areas only in restroom areas.
B.2.2	Carpets	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.
B,2.2.1		All vacuums and filter containers must be emptied daily.
B.2.3	Sweeping & Damp Mopping	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	Wet Mopping & Scrubbing	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:
		1. Prepare cleaning solutions daily or as needed, and replace with fresh solution frequently.
		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.
=		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.

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		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
B.2.5	Floor Finishing	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.2.6	Sweeping	Floor shall be swept thoroughly and all gum and adhesive materials shall be removed.
B.2.7	Stripping	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.2.8	Finishing	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.2.9	Periodic Spray Buffing	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.

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B.2.10	Other Hard Floors	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.2.11	Carpet Cleaning	All carpets shall be deep cleaned using the wet extraction method at the scheduled frequencies, using approved industrial carpet cleaning equipment.
B.2.12	Rugs	After thoroughly vacuuming, all rugs shall be clean and be free of dust balls, dirt and other debris.
B.2.13	Elevator Floors	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.2.14	Toilets	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.2.15	Garbage Removal	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.2.16	Recycling	All recycling receptacles must be serviced with the same frequency as trash receptacles, unless specifically labeled "DO NOT SERVICE,"
B.2.16,1		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.2.16.2		Shredded paper emptied from shredding machines must be recycled (collected in a clear plastic liner or paper bag).
B.2.16.3		Liners are discouraged in small capacity recycling bins, although recycling material may be consolidated into clear plastic liners from multiple small recycling bins.
B.2.16.4		For larger recycling bins requiring liners, only clear plastic liners may be used.

B.3 Dusting:

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B.3.1	Dusting	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. County shall notify CONTRACTOR of sensitive areas requiring dusting. Dusting is to be done at the frequencies specified in Attachment C – SCOPE OF SERVICES 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.4.1	Damp Wiping	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	Window & Glass Cleaning	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.5.1.1		Window sashes, sills and woodwork around interior glass and other surrounding areas shall be thoroughly wiped free of any dust, drippings and watermarks.

B.5.1.2	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.5.1.3	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	Porcelain Ware Cleaning	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.6.1.2		Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.
B.6.1.3		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.7.1	Spot Cleaning	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
В.8.1	Clinic Requirements	The CONTRACTOR shall be required to familiarize itself with, and shall be required to operate according to, all federal Centers for Disease Control (CDC) guidelines, including but not limited to:
		1. Using a one-step process and a federal Environmental Protection Agency (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

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		resistant organisms on such services (272,274,280,281).
		Category II.
	2.	Not performing disinfectant fogging in patient-care areas
		(270,285). Category IB
ł	3,	Avoiding large-surface cleaning methods that produce
		mists or aerosols, or disperse dust in patient-care areas
		(<u>37</u> ,48,51,73). Category IB4.
	4.	Closing the doors of immunocompromised patients'
	1	rooms when vacuuming, waxing, or buffing corridor
ļ		floors to minimize exposure to airborne dust (37,40,289).
		Category IB"B.11.2.
	5.	The CONTRACTOR shall be required to operate
		according to all OSHA guidelines, including but not
		limited to:
	-	
		1. <u>1910.1030</u> , Bloodborne pathogens
	1	2. <u>1910.1200</u> , Hazard communication
		3. 1910.132, General requirements (Personal protective
		3. 1910.132, General requirements (Personal protective equipment)
		equipment)

~End of Attachment B~



MONTEREY COUNTY HEALTH DEPARTMENT, CLINIC SERVICES BUREAU (AREA INCLUDES, BUT IS NOT LIMITED TO, LABS, EXAM ROOMS, EXIT ROOMS, PROCEDURE ROOMS, OFFICES, WAITING AREAS) NOTE: PRIOR TO SERVICES RENDERED UNDER AGREEMENT AND ON OCCASSION, COUNTY SHALL MEET WITH CONTRACTOR TO DEFINE AREAS CONTRACTOR SHALL NOT CLEAN

CONTRACTOR SHALL NOT CLEAN, THE FOLLOWING SERVICES ARE TO BE PERFORMED EACH DAY (DAILY Monday - Friday) RESTROOM CLEANING DR Gather all trash and empty waste containers DR1 Sweep and wet mop floors using hospital grade disinfectant solution DR2 DR3 Restock all dispensers with the proper product Clean, polish and disinfect all restroom fixtures including sinks, toilets, urinals, etc. DR4 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division) DR5 DR6 Clean restroom counters, mirrors and glass DR7 Remove all graffiti from any interior walls Wipe down all walls and partitions with damp cloth using hospital grade disinfectant solution DR8 Clean all bathroom doors around doorknobs, push plates and door tracks DR9 Clean and disinfect all baby changing stations DR10 DG GENERAL CLEANING DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster DG2 Empty exterior trash cans, parking garage trash cans, urns and ashtrays DG3Clean water fountains and polish stainless steel fixtures Sweep inside elevator, outside steps and landings at designated entrances and exits DG4Empty break-room and desk-side recycle containers and place recycled material in recycle bin DG5Remove all graffiti from any interior walls DG6 DG7 Clean all doors around door knobs, push plates and door tracks Wipe down all surfaces and walls, including elevator walls (i.e. areas around exam tables, table tops and DG8 counters) with damp cloth using hospital grade disinfectant solution \mathbf{DF} FLOOR & CARPET CARE Sweep and damp mop all hard surface floors with hospital grade disinfectant solution treated mop, removing DF1 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 work stations. After cleaning the floor, neatly place all small furniture items in their original locations. Vacuum all carpeted floors including entry mats DF2 Damp mop all spills on hard surfaces using hospital grade disinfectant solution DF3 DF4 Remove chewing gum and candy from carpet and hard surface floors Sweep and wet mop elevator floors using hospital grade disinfectant solution DF5 DDDUSTING All tops of filing cabinets DD1 All desks where cleared DD2DD3All table tops and counters where cleared DD4 All windowsills DW WINDOW CLEANING Clean entry door and lobby glass inside and outside DW1

DW2

DW3

Clean all interior partition and counter glass

Clean all interior door glass

THE FOLLOWING SERVICES ARE TO BE PERFORMED EACH DAY AT NOON (Monday thru Friday 12:00-1:00)

CLEAN ALL RESTROOMS

Clean sinks and mirrors

Empty all wastebaskets

Damp mop floors using hospital grade disinfectant solution

Fill all dispensers

CLINIC AREA

Empty all wastebaskets

Refill all paper towel dispensers

THE FOLLOWING SERVICES ARE TO BE PEFORMED ONCE A WEEK (WEEKLY)

X LLLL E	OTTO WILL O DESTINATION	:
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

THE FOLLOWING SERVICES ARE TO BE PEFORMED ONCE A MONTH (MONTHLY)

- 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

THE FOLLOWING SERVICES ARE TO BE PEFORMED ONCE EVERY THREE MONTHS (QUARTERLY)

- QC GENERAL CLEANING
- QG1 Wash exterior of all desks, filing cabinets, and tables
- OF FLOOR & CARPET CARE
- QF1 Strip and refinish all hard surface floors using an acrylic finish
- OR 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

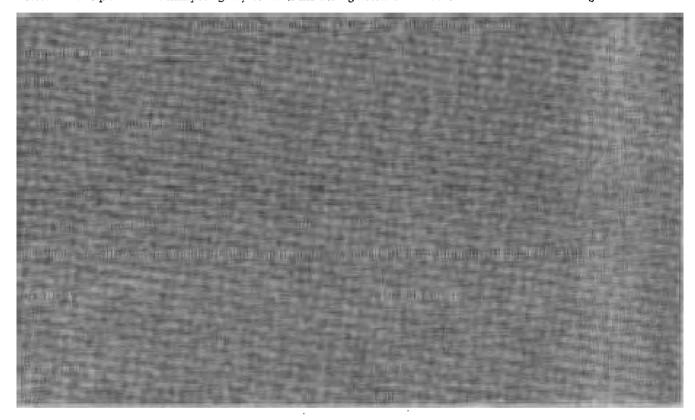
QW1 Wash the inside of all windows and the outside of the first floor windows

THE FOLLOWING SERVICES ARE TO BE PEFORMED ONCE A YEAR (ANNUALLY)

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.



~End of Attachment C~

* 1 SERVICE LOCATIONS AND PRICING.

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Zone	6 Day half	6 Day Full	
1	\$ 922.93	\$	Note: this is a Monthly Price
		1,479.38	·
2	\$ 912.60	\$	Note: this is a Monthly Price
		1,785.61	
3	\$ 468.85	\$	Note: this is a Monthly Price
		864.18	·

EXHIBIT B

COUNTY OF MONTEREY CONTRACTS/PURCHASING DIVISION 168 W. Alisal Street, 3rd Floor Salinas, CA 93901 (831) 755-4900 (831) 755-4969 — Fax



Custodial	Service Request Form
Location:	TOTAL STATE OF THE
Zone Num.:	
Add:	\$/Month
Remove:	\$/Month
Change Frequency From:	Days to Days.
Address:	
Cleaning Requirements (Attached):	
I Day:	2 Day:
3 Day:	5 Day:
Special Instructions/Notes:	
Requesting Department Signature;	Date:
Facilities Signature:	Date:
Contracts/Purchasing Signature:	Date:

EXHBIT B