

**COUNTYWIDE SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
US METRO GROUP, INC.
RFP 10710 – COUNTYWIDE CUSTODIAL SERVICES**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and US METRO GROUP, INC.(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A Scope of Services**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: Countywide Custodial Services for the County of Monterey.

2.0 TERM OF AGREEMENT.

- 2.01 The term of this Agreement will be for a period of three (3) years from **July 1, 2019 to June 30, 2022** with the option to extend the Agreement for two (2) additional one (1) year periods, for a cumulative not to exceed total term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement.
- 2.02 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 2.03 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services**
- Exhibit B Pricing Sheet**
- Exhibit C Incorporation of Request for Proposals (RFP) #10710 and Statement of Proposal Documents**, attached to and made part of this Agreement.
- Exhibit D Custodial Service Request Form**

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10710**
- **CONTRACTOR’s Proposal Package dated May 24, 2019.**

6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10710** on all invoices submitted to County to the attention of Contract Administrator. 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.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an 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.
- (iv) 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 while 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 an 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 an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an 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 an 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 an AGREEMENT.
- 9.4.2 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 an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 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

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the 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.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection

- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10710)

- 6.1 CONTRACTOR agrees to provide Custodial Services and Supplies to awarded locations as requested by the County.
- 6.2 A **CUSTODIAL SERVICE REQUEST FORM**, attached Exhibit D, is required for each location PRIOR to performing services at any County location.
- 6.3 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.).

End of Exhibit A

ZONE IV (NORTH SALINAS)	EST SQFT	USMETRO
911, 1322 Natividad Rd, Salinas	7,250	1,762.69
Adult Behavioral Health, 1441 Const Blvd 400, Ste 202 Salinas	11,489	2,077.56
Administration Building, 168 West Alisal Street, Salinas	136,000	14,994.50
Behavioral Health Children's Services, 1870 N. Main St, Salinas	9,745	1,701.48
DA, 142 West Alisal Street, Salinas (West Wing)	53,541	7,771.43
DA, Jo's Cafe, Law Library, Grand Jury, 142 W Alisal St (East Wing)	20,954	2,176.84
Facilities, 855 E. Laurel Dr, Bldg C, Salinas	7,320	949.14
Fleet Management, 855 E. Laurel Dr, Bldg A, Salinas	3,744	470.39
Fleet Management - Gas Pump Restroom	25	45.21
Health, 1270 Natividad Rd, Salinas	47,600	8,935.27
Juvenile Hall, 1420 Natividad Road	7,465	1,214.67
OES, 1322 Natividad Rd, Salinas	7,250	871.08
Probation - Silver Star Resource 855 E. Laurel Dr, Bldg H, Salinas	7,320	1,095.07
Probation, Juvenile Services - 1422 Natividad Rd, Salinas	16,500	2,880.90
Probation-New Juvenile Hall - 1440 Natividad Rd, Salinas	7,465	1,303.39
Probation- Youth Center, 970 Circle Drive, Salinas	7,700	1,344.42
Public Safety, 1414 Natividad, Salinas	70,000	10,976.00
Public Works/Bridge Crew, 855 E. Laurel Dr, Bldg E, Salinas	696	104.12
Public Works/Envir, 855 E. Laurel Dr, Bldg D, Salinas	1,728	258.51
Public Works - Grounds, 855 E. Laurel Dr, Bldg C, Salinas	500	74.80
Public Works/Mtry Road District, 855 E. Laurel Dr, Bldg E, Salinas	696	104.12
Public Works/Operations, 855 E. Laurel Dr, Bldg B, Salinas	1,500	224.40
Public Works/Sanitation, 855 E. Laurel Dr, Bldg F, Salinas	720	107.71
Public Works/Traffic, 855 E. Laurel Dr, Bldg F, Salinas	240	35.90
Radio Shop, 855 E. Laurel Dr, Bldg D, Salinas	700	104.72
Water Resources, 855 E. Laurel Dr, Bldg D, Salinas	60	8.98
PRICE PROPOSAL	428,208.00	61,593.10

**EXHIBIT C INCORPORATION OF RFP #10710 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10710, COUNTYWIDE CUSTODIAL SERVICES. US METRO GROUP, INC. submitted a responsive and responsible proposal to perform the services listed in RFP #10710.

RFP #10710 and the Proposal submitted by US METRO GROUP, INC. are hereby incorporated into the Agreement by this reference.

End of Exhibit C

Billing Information: (Insert Account String)

Requesting Department Signature: _____

Date: _____

Facilities Signature: _____

Date: _____

Contracts/Purchasing Signature: _____

Date: _____

End of Exhibit D