

Amendment No. 1
To
Standard Agreement
by and between
County of Monterey and Firato Service Company, Inc.

This Amendment No. 1 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 Firato Service Company, Inc. hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement for specialized custodial maintenance services and supplies, pursuant to RFP #10742, for the term January 1, 2021 through December 31, 2023 and an amount of \$1,088,749; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. ATTACHMENT A: GENERAL REQUIREMENTS is hereby added to the Agreement pursuant to RFP# 10742.
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect.
3. A copy of this Amendment No. 1 shall be attached to the original Agreement.
4. The effective date of this Amendment No. 1 is January 1, 2021.

Firato Service Company, Inc.
January 1, 2021 – December 31, 2023
NTE: \$1,088,749

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY**CONTRACTOR**

By: DocuSigned by: Debra Wilson, Contracts/Purchasing Supervisor
 7B741937AA0D41B...
 Contracts/Purchasing Officer

Date: 12/12/2020 | 9:22 AM PST

By: DocuSigned by: Rich Firato
 999211DE70E9428...
 Name: Rich Firato

By: DocuSigned by: Elsa Jimenez
 C7A30BA59CA8423...
 Elsa Jimenez, Director of Health
 Department of Health

Date: 12/13/2020 | 3:43 PM PST

Title: CEO
 Date: 12/11/2020 | 7:46 AM PST

Approved as to Legal Form:

By: DocuSigned by: Stacy Saetta
 C0ECE1B99F444A9...
 Stacy L. Saetta, Deputy County Counsel

Date: 12/11/2020 | 4:04 PM PST

By: DocuSigned by: Nick Firato
 246A88E1C27C4A5...
 Name: Nick Firato

Approved as to Fiscal Provisions:

By: DocuSigned by: Gary Giboney
 D3834BFEC1D8449...
 Auditor-Controller
 Date: 12/11/2020 | 4:07 PM PST

Title: Secretary
 Date: 12/11/2020 | 8:27 AM PST

*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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

ATTACHMENT A
SCOPE OF SERVICES - GENERAL REQUIREMENTS

A.1 CONTRACTOR Employee Requirements:

ITEM #	DESCRIPTION
A.1.1	Area Supervisor
A.1.1.a	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.b	Communications with the Area Supervisor shall be binding on CONTRACTOR to the extent permissible under this Agreement.
A.1.1.c	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
A.1.2.a	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.b	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.c	CONTRACTOR shall provide a copy of the Scope of Services – Cleaning Requirements Checklist in ATTACHMENT D 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.d	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.e	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.1.2.f	All CONTRACTOR personnel designated to work in County facilities under this Agreement shall adhere to copy of the Cleaning Requirements Checklist in ATTACHMENT D and initial each completed task in the checkbox indicated for each task on the list as per the required frequency. Checklists shall be kept at all facilities under this Agreement.
A.1.3	ID Badges
A.1.3.a	<p>CONTRACTOR is required to have all employees working in 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.</p> <p><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> CONTRACTOR and CONTRACTOR'S employees must display identification badges at all times. Failure to do so may result in them being asked 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></p>
A.1.3.b	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.c	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
A.1.4	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
A.1.5	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

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	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.
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A.1.6	Security
A.1.6.a	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.b	County shall issue facility keys, access cards and/or alarm codes to CONTRACTOR. CONTRACTOR shall maintain a log of keys, access cards and/or alarm codes issued to employees. CONTRACTOR shall not duplicate keys or cards and must report lost keys, access cards and/or alarm codes to County immediately, not to exceed three (3) hours. Rekeying keys or replacing access cards and/or alarm codes shall be performed by County at the CONTRACTOR's expense.
A.1.6.c	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.d	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.e	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
A.1.7	CONTRACTOR shall be provided parking permits or placards for CONTRACTOR and CONTRACTOR's employees use while providing services on site when necessary. Parking permits and placards shall be returned to County upon termination.

A.2 CONTRACTOR'S Work Schedule:

A.2.1	Work Schedule
A.2.1.a	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.b	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 work schedule, CONTRACTOR shall provide Clinic Services Administration with a revised work schedule for approval with the County before the changes are put into effect at any facility. A Custodial Service Request Form must be authorized before the changes are put into effect at any facility.

A.3 Protection of Persons and Property:

A.3.1	Protection
A.3.1.a	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.3.1.b	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	Response Time
A.4.1.a	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 before the expiration of the next County workday (hours specified in Exhibit A – Service Locations), and shall complete all remedial work within 24 hours after receiving the County's message.
A.4.1.b	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.c	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.d	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.e	Failure to correct the problem within the time frame specified in paragraphs A.4.1.a and A.4.1.c 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
A.5.1.a	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.5.1.b	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.5.1.c	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.6.1	Supplies & Materials
A.6.1	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.a	<ul style="list-style-type: none"> • 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 • Medium- Trash Bags • Soap: As agreed to by County • Towels for Roll Dispensers <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. CONTRACTOR shall not remove or replace any paper dispensers already in place without written authorization by Clinic Services Administration.</p>
A.6.2.b	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	<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 CONTRACTOR employees' belongings may be stored on County property.</p>

A.7 Safety and Product Control:

A.7.1	Safety & Product Control
A.7.1.a	CONTRACTOR shall provide current Safety Data Sheet (SDS) binders to the County's Custodial Contract Coordinator and at each service location as indicated in Exhibit A.
A.7.1.b	CONTRACTOR shall include SDS sheets on ALL products used by the CONTRACTOR in the provision of services required by the Agreement. CONTRACTOR shall provide all required SDS 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 SDS 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. Under no circumstances shall CONTRACTOR mix any chemicals on-sites. CONTRACTOR shall indicate clearly in the SDS binder all certified "Green" and EPA-registered hospital-grade products. CONTRACTOR is encouraged to utilize 20% "Green" products.
A.7.1.c	CONTRACTOR shall include, in a separate section in the SDS 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.d	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 SDS 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.e	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
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A.8.1.a	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.b	CONTRACTOR/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. 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.c	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.d	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.e	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.f	Resolution of disputes about service under the Agreement should be resolved at the lowest level possible.
A.8.2	Reports

A.8.2.a	CONTRACTOR shall provide the following reports to the County at the frequencies indicated below.
A.8.2.b	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.a. 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.c	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.a.
A.8.3	Deductions
A.8.3	Should CONTRACTOR fail to perform any of the duties outlined in this Scope of Services, County shall invoke its right to have deductions taken from the next submitted invoice.