

**RENEWAL AGREEMENT & AMENDMENT #11  
TO MASTER AGREEMENT  
FOR CUSTODIAL AND MAINTENANCE SERVICES AND SUPPLIES  
By and between  
COUNTY OF MONTEREY  
&  
IMPEC GROUP, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #11** is made to the MASTER AGREEMENT for the provision of CUSTODIAL AND MAINTENANCE SERVICES AND SUPPLIES by and between IMPEC GROUP, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 26, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT's 1-10 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 26, 2008.

MONTEREY COUNTY

CONTRACTOR

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

\_\_\_\_\_  
By:  
Signature of Chair, President, or  
Vice-President

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

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

\_\_\_\_\_  
Deputy Auditor/Controller

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

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Liability Provisions:*

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

\_\_\_\_\_  
Risk Management

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

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

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

\*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.

**AMENDMENT #10 TO MASTER AGREEMENT  
by and between COUNTY OF MONTEREY and  
IMPEC GROUP, INC. (formerly CLEAN INNOVATIONS, LLC)**

**THIS AMENDMENT #10** is made to the AGREEMENT (RFP #10105) for the provision of **Custodial and Maintenance Services and Supplies** by and between **IMPEC Group, Inc.** (formerly **Clean Innovations, LLC**), hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR agree to acknowledge that on Feb. 2, 2012, CONTRACTOR changed their business name and form from **Clean Innovations, LLC**, to **IMPEC Group Inc.** (tax ID remains the same) at which time all business responsibilities, liabilities, and duties were assumed by **IMPEC Group, Inc.**; and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's option to extend for one (1) additional year; and

**WHEREAS**, the County and CONTRACTOR wish to remove those facilities which are no longer occupied by County from the list of facilities requiring services.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.1, "TERM OF AGREEMENT", shall be amended to the following;

"The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2013."

2. Attachment D to the AGREEMENT shall be replaced with the revised Attachment D-10 attached hereto this AMENDMENT #10 to reflect s a current listing of County facilities which do require services going forward.

3. Section 13, "NOTICES", "TO THE CONTRACTOR" contact information shall be amended as follows:

"Company Name: IMPEC Group, Inc.  
Primary Contact: Raffy Espiritu, President  
Address: 3350 Scott Blvd., #8, Santa Clara, CA 95054  
Area Supervisor: Dan Moreno (Director of Operations and Maintenance)  
Area Supervisor's Cell Phone Number: 408-330-9350 or 408-439-4472  
Fax Number: (408) 330-9356"

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 24, 2008.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AMENDMENT #10 as follows:

MONTEREY COUNTY

[Signature]  
Contracts/Purchasing Officer

Dated: JUL 12 2012

Approved as to Fiscal Provisions:  
[Signature]

Auditor/Controller

Dated: 7-5-12

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

[Signature]  
Assistant County Counsel

Dated: 6-29-12

CONTRACTOR

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

Jose Rafael Espiritu, CEO + President  
Printed Name and Title

Dated: 6/26/2012

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Christine Chen, CFO  
Printed Name and Title

Dated: 6/26/2012

\*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.

RFP #10105 Master Agreement for Custodial and Maintenance Services and Supplies

**ATTACHMENT D-10 Revised per Amendment #10**

**County of Monterey**

Updated list of facilities requiring services per Amendment #10

<b>ZONE I (SOUTH SALINAS)</b>		<b>Feb-12</b>
Administration Building, 168 West Alisal Street, Salinas		
Behavioral Health, 115 Cayuga, Salinas		
District Attorney, 140 W. Gabilan St, Salinas		\$696.97
DSES Warehouse, 815 W. Market St, Salinas		\$135.82
Probation - Walker Bldg, 16 W. Gabilan St, Salinas		
Probation, 236 Monterey, Salinas		
Public Defender Portion of Modular Office Bldg, 111 W. Alisal, Salinas		\$549.19
ERP, 1260 S. Main St, Salinas		
DA Modular 2, 230 Church St, Bldg 2, Salinas		\$528.14
DA Modular 3, 230 Church St, Bldg 3, Salinas		\$1,033.79
240 Church St, Salinas, Superior Court, East Wing		
240 Church St, Salinas, Superior Court, West Wing		
<b>AREA TOTALS</b>		<b>\$2,943.91</b>

<b>ZONE IV (EAST SALINAS)</b>		<b>Feb-12</b>
DSES, 713 La Guardia, Salinas		\$3,395.52
Information Systems, 1590 Moffett St, Salinas		\$4,074.62
Women, Infants & Children (WIC), 632 Alisal St, Salinas		\$2,716.42
<b>AREA TOTALS</b>		<b>\$10,186.56</b>

<b>ZONE VIII (SOUTH COUNTY/ SALINAS AG)</b>		<b>Feb-12</b>
Agricultural Commissioner, 522 N. 2nd St, King City		\$135.82
DSES, 116 Broadway, King City		\$2,037.31
DSES, 118 Broadway, King City		\$339.55
Behavioral Health, 200 Broadway, Suite 88, King City		\$682.72
Health/WIC, 620 Broadway, King City		\$1,625.27
King City Courthouse, 250 Franciscan Way, King City		\$407.46
Library, 315 El Camino Real, Greenfield		\$1,018.66
Library, 402 Broadway, King City		\$1,324.26
Library, 851 5th St, Gonzales		\$1,071.10
One Stop Career Center, 200 Broadway, Suite 62 King City		\$682.72
Women, Infants & Children (WIC), 335 Gabilan Dr, Soledad		\$809.89
<b>AREA TOTALS</b>		<b>\$10,134.76</b>
<b>MONTHLY TOTAL</b>		<b>\$23,265.23</b>

## AMENDMENT #9 TO AGREEMENT

### COUNTY OF MONTEREY & CLEAN INNOVATIONS

**THIS AMENDMENT** is made to the AGREEMENT (RFP #10105) for the provision of **Custodial and Maintenance Services and Supplies** by and between **Clean Innovations**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's option to extend for one (1) additional year.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:


1. Section **3.1**, "TERM OF AGREEMENT", shall be amended to the following:

"The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012 with the option to extend the AGREEMENT for one (1) additional one (1) period."

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 24, 2008.

**IN WITNESS WHEREOF**, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated 6-24

APPROVED AS TO FISCAL PROVISIONS:

  
Deputy Auditor-Controller

Dated 5-31-11

CONTRACTOR

By   
Company Representative

Printed Name IVY MARCEL ESPIRITO

Dated 5/24/11

ORIGINAL  
AGMT  
FOR  
REFERENCE

**MASTER AGREEMENT TO PROVIDE CUSTODIAL AND  
MAINTENANCE SERVICES AND SUPPLIES  
FOR THE COUNTY OF MONTEREY**

This AGREEMENT is made and entered into by and between the County of Mc political subdivision of the State of California, hereinafter referred to as "County", a Innovation, hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10105 for Custodial and Maintenance Services and Supplies, 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:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10105 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10105. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10105 dated March 7, 2008
- Addendum #1
- CONTRACTOR's Proposal dated April 11, 2008 including all attachments and exhibits, to RFP #10105
- AGREEMENT
- 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 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, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10105, Addendums # 1-4, Certificate of Insurance, and Additional Insured Endorsements.

## **1.0 SCOPE OF SERVICE**

**1.1** To provide Custodial and Maintenance Services and Supplies to selected County-occupied facilities in the following locations:

- Zone I—South Salinas  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 202,925 sq. ft.
- Zone IV—East Salinas  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 68,219 sq. ft.
- Zone VIII—South County/Salinas AG  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 56,334 sq. ft.

**1.2** CONTRACTOR shall perform per the specific cleaning specifications attached hereto:

**ATTACHMENT A, CONTRACTOR GENERAL REQUIREMENTS  
ATTACHMENT B, SERVICE SPECIFICATIONS  
ATTACHMENT C, CLEANING REQUIREMENTS  
ATTACHMENT D, COST PROPOSAL BY ZONE  
ATTACHMENT E, UNIT PRICING FOR AUGMENTED SERVICES  
ATTACHMENTS G & H, PER THE 'GREEN SEAL ENVIRONMENTAL  
STANDARDS', UTILIZE GREEN PRODUCTS AT LEAST 20% OF THE  
TIME WHILE PERFORMING SERVICES FOR THIS AGREEMENT**

**1.3** 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.).

## **2.0 QUALITY CONTROL**

**2.1** 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.



- 2.2 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.
- 2.3 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:
- o A brief summary of the results of all inspections
  - o A description of all supply expenditures
  - o Information regarding any feedback received through submitted documentation via email, letter or fax.

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 3.2 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.
- 3.3 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with ATTACHMENT D and ATTACHMENT E attached hereto.
- 4.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

- 4.5 Invoice amounts shall be billed directly to the ordering department.
- 4.6 CONTRACTOR shall reference the AGREEMENT number and RFP # 10105 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.

## 5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the 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 the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 6.0 INSURANCE

### 6.1 Evidence of Coverage:

- 6.1.1 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.
- 6.1.2 This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

## 6.2 Qualifying Insurers:

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

## 6.3 Insurance Coverage Requirements:

6.3.1 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: 5.3.1 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.

6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.3 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.

## 6.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the 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.

6.5 Each liability policy shall provide that the 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.

- 6.6 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.
- 6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The 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.
- 6.8 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.

## 7.0 ADDITIONAL REQUIREMENTS

- 7.1 CONTRACTOR shall submit a list of all employee performing work under this Agreement within ten (10) days from the start of this Agreement.
- 7.2 Criminal Background Checks: CONTRACTOR shall have all employees fingerprinted and background checks initiated within ten (10) days from the start of the Agreement unless there are extenuating 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.

- 7.2.1 A California licensed Investigator must perform the required State level criminal background check(s) which shall then be submitted to the County 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.
- 7.2.2 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.
- 7.3 A work schedule shall be submitted to the County within ten (10) days from the start of this Agreement.
- 7.4 A complete MSDS shall be submitted within ten (10) days from the start of this Agreement.

## **8.0 BREACH, DEFAULT AND TERMINATION**

- 8.1 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 CONTRACTOR GENERAL REQUIREMENTS**, **ATTACHMENT B SERVICE SPECIFICATIONS**, **ATTACHMENT C, CLEANING REQUIREMENTS**, and **ATTACHMENT D, COST PROPOSAL BY ZONE**; (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.
- 8.2 Default; 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.
- 8.3 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 its 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.

## **9.0 RIGHTS 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.

## **10.0 FORCE MAJEURE**

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.

## **11.0 NON-DISCRIMINATION**

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

11.2 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.

## **12.0 INDEPENDENT CONTRACTOR**

12.1 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.

- 12.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

### 13.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the 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 THE COUNTY:

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing Division  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

#### TO THE CONTRACTOR:

Company Name: Clean Innovation  
Owner Name: Raffy Espiritu / Christine Chen  
Address: 3350 Scott Blvd #8, Santa Clara, CA 95054  
24 hour Tel. No. 408-330-9350  
Area Supervisor Name: Daniel Ramirez  
Area Supervisor Cell No. 408-482-0231 / 408-401-7962  
FAX No. 408-330-9356



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

MONTEREY COUNTY

[Signature] for Mike Derr  
Contracts/Purchasing Officer

Dated: 6-26-08

Approved as to Fiscal Provisions:

[Signature]  
Auditor/Controller

Dated: 6-13-08

Approved as to Liability Provisions:

**RISK MANAGEMENT**  
COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
**INSURANCE LANGUAGE**  
Risk Management

By: [Signature]  
Date: 6/13/08

Approved as to Form:

[Signature]  
Assistant County Counsel

Dated: 5/27/08

CONTRACTOR

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

Raffy Espiritu, President  
Printed Name and Title

Dated: 6/2/08

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Jason Fang, Secretary  
Printed Name and Title

Dated: 6/2/08

\*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**  
**CONTRACTOR GENERAL REQUIREMENTS**

**A.1 CONTRACTOR Employee Requirements**

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

A.1.4	<b>ID Badges</b>	County shall 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.
A.1.4.1		CONTRACTOR is required to have all employees working in County facilities obtain identification badges from the Monterey County Public Works Department, Facilities Division, within ten (10) days from the start of the Agreement. If extenuating circumstances occur that prevent CONTRACTOR from meeting this objective, 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 shall be established. <i>If the CONTRACTOR fails to obtain badges for all employees within the time limit, payment for services rendered may be withheld.</i>
A.1.4.2		CONTRACTOR and CONTRACTOR'S employees shall be required to display their identification badge at all times while working in County facilities. If the CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, County may require them to leave the facility immediately. <i>Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.</i>
A.1.4.3		If any of the CONTRACTOR'S employees cease to work in County facilities, the CONTRACTOR shall immediately return the employee's badge to the County's Facilities Operations Manager or the Custodial Contract Coordinator.
A.1.5	<b>Uniforms and Protective Gloves</b>	CONTRACTOR personnel designated to work in County facilities during business hours shall wear the necessary and appropriate uniforms and protective gloves as assigned by the CONTRACTOR and as approved by the County.
A.1.6	<b>Background Checks</b>	CONTRACTORS(S) are required to submit background checks for all personnel designated to work in a county facility. Background checks will only be accepted if performed by a California licensed Investigator and the CONTRACTOR is responsible for the cost of background checks for its personnel. All personnel who are designated to provide services at one of the Sheriff's facilities are required to undergo fingerprinting and background checks at the Sheriff's main office, at no cost to CONTRACTOR. The required background checks MUST be

		submitted to the COUNTY prior to allowing an employee to work on County premises.
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A.1.6.1		If there are extenuating circumstances beyond the CONTRACTOR(S) control as to why CONTRACTOR(S) is unable to provide cleared background checks for all personnel who will be performing work per the Agreement with the COUNTY, CONTRACTOR(S) must notify the COUNTY of such circumstances, in writing, no less than two weeks prior to the start date.
A.1.7	<b>Security</b>	County shall notify CONTRACTOR immediately regarding security issues. CONTRACTOR shall respond to security issues within 60 minutes of the call.
A.1.7.1		County shall issue facility keys to CONTRACTOR and maintain a log of keys issued. CONTRACTOR shall not duplicate keys and shall report lost keys to County within 24 hours. Keys shall be replaced by the County at the cost to the CONTRACTOR. <b>CONTRACTOR's employees shall be responsible for locking any room they unlocked to clean and also shall make sure all building entrances are locked when they leave.</b>

**A.2 CONTRACTOR'S Work Schedule**

A.2.1	<b>Work Schedule</b>	Unless otherwise authorized by the County, all work shall be performed outside of County's regular 8:00 a. m. to 5:00 p.m. working hours, except Day Porter and noon service. Weekend work shall not be permitted unless specifically authorized and scheduled in advance. For those facilities open to the public on weekends or evenings, the County shall provide to the CONTRACTOR a schedule of hours so that an appropriate work schedule may be determined.
A.2.1.1		Within thirty (30) days of the CONTRACTOR'S receipt of written notice that the CONTRACTOR shall be awarded a contract, the CONTRACTOR shall furnish County's Custodial Contract Coordinator with a work schedule of the custodial services to be provided for each location in accordance with the scope of work specified in the Agreement. Thereafter, if CONTRACTOR desires to change the work schedule, CONTRACTOR shall

		provide County's Custodial Contract Coordinator with a revised work schedule for coordination with the County department before the changes are put into effect at any facility. For the purpose of facility inspections by the County, all cleaning shall be performed on or before the dates listed on the CONTRACTOR'S work schedule.
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**A.3 Protection of Persons and Property**

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

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

A.4.1	<b>Response Time</b>	CONTRACTOR shall maintain a 24-hour business phone or telephone answering service for the purpose of receiving County messages in an efficient and timely manner. If CONTRACTOR's Area Supervisor cannot be reached before 7 A.M. or after 7 P.M., the County shall call the 24-hour business phone or telephone answering service. CONTRACTOR shall respond to all messages regarding incomplete or defective work before the expiration of the next County work day (8:00 a.m. to 5:00 p.m. Monday through Friday), 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		Failure to correct the problem within the time frame specified in paragraphs A.4.1.1 and A.1.1 shall also result in a liquidated damages deduction of 2% of the monthly location bill for each occurrence.
A.4.1.3		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.4.1.4		CONTRACTOR shall respond to any emergency request within 60 minutes of receiving the call and shall complete all remedial work within 3 hours of receiving the call.

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

A.5.1	<b>Problems &amp; Emergencies</b>	CONTRACTOR shall notify the County immediately, or as soon as possible, upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The County shall 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, or no later than the following day, upon finding any broken fixture or any other building problem that requires maintenance or repair. This includes any broken or malfunctioning product dispensers. 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 Facilities Operations Manager or designee, or the Custodial Contract Coordinator, shall coordinate directly with the CONTRACTOR, CONTRACTOR'S Area Supervisor or other designee to schedule such services.

**A.6 Supplies and Materials**

A.6.1	<b>Supplies &amp; Materials</b>	CONTRACTOR shall provide all supplies required to perform work under this contract. Historically, the County has spent approximately \$300,000 annually for the routine items listed in paragraph A.6.2.
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A.6.2		Listed below are the routine items CONTRACTOR shall provide as part of the base rate under this Agreement. The items provided shall be equal in quality to those currently in use:
A.6.2.1		<p>Single Fold Towel/White  Multi Fold Towel/White  <b>Two Ply</b> Toilet Tissue/White  Toilet Seat Protector 1/2 FD  15x9x23, .75 Mil Brown Liner-Small  40x48, 1.2 Mil Clear Liner-Large  Pink Liquid Hand Soap  33x40, 13mil Natural Liner  Heavy Kraft Sanitary Receptacle Liner  White Roll Towel  Foam Soap  Borax Pink Powder Hand Soap  Coreless 2ply TP  Jumbo Rolls TP  Urinal Screens</p>
A.6.3		CONTRACTOR shall provide a quarterly report to the County's Custodial Contract Coordinator listing the supplies and quantities provided under Section A.6.2. and 6.4
A.6.4		<p>CONTRACTOR shall provide at CONTRACTOR'S cost, all other materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary for the cleaning process, including but not limited to floor stripping, cleaning, shampooing and waxing materials, cleansers, and dusting polish. All products shall be of best quality and shall be harmless to the finishes and surfaces on which they are used, and shall leave no harmful residues. CONTRACTOR is required to utilize 20% "Green" products as per <b>ATTACHMENT G</b> and <b>ATTACHMENT H</b> herein. In many COUNTY facilities, the COUNTY shall provide a limited amount of storage space for small amounts of supplies and product. Space at all facilities is not guaranteed and allocated storage space may, at COUNTY's option, be reduced or eliminated, pursuant to the COUNTY's needs. All items, including paper products and necessary specialty cleaners, that cannot be safely and properly stored in the allocated space, shall be stored and maintained in an offsite location provided at the CONTRACTOR's cost. The COUNTY shall not be responsible for any loss or damage to these supplies. No employee belongings or valuables belonging to the CONTRACTOR's employees may be stored on COUNTY</p>

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

A.7.1	<b>Safety &amp; Product Control</b>	CONTRACTOR shall provide to the County's Custodial Contract Coordinator a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on ALL products used by the CONTRACTOR in the provision of services required by the Agreement. In addition, the CONTRACTOR shall provide all required MSDS information in an appropriate binder or folder 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.
A.7.2		CONTRACTOR shall be responsible for payment of any and all fees required by the COUNTY relating to the storage of hazardous materials on-site. No additional compensation shall be allowed for such fees.
A.7.3		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. CONTRACTOR shall provide documentation regarding training provided to employees. Documentation can include sign-in sheet with training format or topics listed. 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. CONTRACTOR is required to utilize 20% "Green" products as per <b>ATTACHMENT G</b> and <b>ATTACHMENT H</b> herein. . 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. The CONTRACTOR shall dispose of all unused products and empty containers as required by Federal, State and local laws and regulations. The CONTRACTOR shall provide the County with documentation of proper disposal of all products and containers used in the performance of services under the Agreement.

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

A.8.1	<b>Quality Control &amp; Evaluation</b>	All services provided by the CONTRACTOR shall be performed in such a way that the finished result equals or exceeds standards set forth in <b>ATTACHMENT B, SERVICE SPECIFICATIONS</b> . 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.
A.8.2		Any requests or complaints related to the cleanliness of the facilities or the work habits of the CONTRACTOR's staff shall be documented by the County. These documented complaints shall be faxed or emailed to the CONTRACTOR by Facilities Manager/Supervisor. <b>CONTRACTOR shall respond to complaints within 24 hours.</b> CONTRACTOR shall be responsible for tracking the complaints and providing updates to the County.
A.8.3		Verification of work shall be assured by on-site inspections and reports provided by CONTRACTOR'S Area Supervisor, County's Facilities Manager and County's Custodial Contract Administrator. Specific inspection requirements and responsibilities shall be as follows:
A.8.3.1		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. 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 shall 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. The CONTRACTOR shall submit quality assurance reports on a quarterly basis to track quality control. These reports shall be submitted every third month at the time of the monthly inspection. These reports shall contain a brief summary of the results of all inspections and a description of all supply expenditures as well as information regarding any feedback received through submitted documentation via email, letter or fax. The list of supply expenditures shall have identified those products which comply with the Environmental Standards set forth in ATTACHMENT G and ATTACHMENT H.

A.8.3.2		County's Facilities Manager, 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 in writing to the CONTRACTOR for correction in accordance with the time limits specified in the Agreement.
A.8.4		CONTRACTOR shall 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.8.5		Resolution of disputes about service under the Agreement should be resolved at the lowest level possible. Payment reductions shall be approved at a level at least as high as the Departmental Contact.

--End of Attachment A--

**ATTACHMENT B  
SERVICE SPECIFICATIONS**

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

<b>ITEM #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
B.1.1	<b>CLEAN</b>	CLEAN means free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, and other residue; to restore all items to their original condition and appearance.
B.1.2	<b>DISINFECT</b>	Cleaning in order to destroy any harmful microorganisms by the application of an approved chemical agent.
B.1.3	<b>PARTITION</b>	The barriers between restroom stalls and walls or dividers within a facility which do not touch the ceiling.
B.1.4	<b>VACUUMING</b>	The complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner.
B.1.5	<b>POLISHING</b>	The application of an oil-based, high quality wood preservative to furnishings, and wiping the furnishings using a soft, non-abrasive cloth so as not to leave any residual surface polish.
B.1.6	<b>FIXTURE</b>	Toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains and any other items attached to the ceiling, wall, door or floor.
B.1.7	<b>WIPE</b>	To clean either horizontal or vertical surfaces with a wet cloth amended with detergent/disinfectant.
B.1.8	<b>SCRUB</b>	To scour or aggressively brush a surface or fixture using appropriate cleanser until the surface is clean and free of stains or residue.

B.1.9	<b>SPOT CLEAN</b>	To clean specific areas where dirt, dust, spots, streaks, stains, smudges, hard water deposits or other residue are evident.
B.1.10	<b>DUST</b>	To clean horizontal surfaces with a wet cloth amended with a no-wax cleaning and dusting spray, dust mop, or vacuuming with appropriate attachments. Dusting excludes methods that disperse dust, such as with a feather duster.
B.1.11	<b>RESILIENT FLOOR</b>	All vinyl tile and rubber, linoleum or other sheet type flooring products which are affixed to the sub flooring with mastic or adhesive.
B.1.12	<b>HARD SURFACE FLOOR</b>	All brick, terrazzo, ceramic tile, marble, stainless steel flooring products which are affixed to the sub flooring with anchors or mortar.
B.1.13	<b>EDGE OUT</b>	To vacuum and spot clean less accessible areas in corners or that are normally covered or blocked by moveable furniture, fixtures, or storage.
B.1.14	<b>MACHINE SCRUB</b>	To use a safe and well maintained mechanical device to remove or strip buildup on tile hard surface and resilient floors.

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

<b>ITEM #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
B.2.1	<b>Floor Care</b>	For all floor care operations where furniture and equipment shall 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 shall 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. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces shall be maintained so as to provide safe anti-slip walking conditions.

B.2.2	<b>Carpets</b>	Carpets shall be vacuumed thoroughly with an industrial type vacuum cleaner. 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 Custodial Contract Coordinator in writing.
B.2.3	<b>Sweeping &amp; Damp Mopping</b>	Sweeping and damp mopping of hard surface and resilient floors shall leave the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, behind doors, or on stair landings and treads. Sidewalks, entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.
B.2.4	<b>Wet Mopping &amp; Scrubbing</b>	
B.2.4.1		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.2.4.2		On completion of mopping and scrubbing, hard surface and resilient 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.2.4.3		To avoid cross-contamination, the same mop shall not be used in all areas within the facility. For instance, the mop to clean the restroom shall be different that the mop to clean the common areas.
B.2.4.4		<p>CONTRACTOR shall follow CDC guidelines and proper procedures for effective uses of mops, cloths, and solutions, such as:</p> <ol style="list-style-type: none"> <li>1. Prepare cleaning solutions daily or as needed, and replace with fresh solution frequently.</li> <li>2. Change the mop head frequently and also as required by facility policy.</li> <li>3. Clean mops and cloths after use and allow to dry before reuse daily or as needed; or use single-use, disposable mop heads and cloths.</li> </ol>

B.2.5	<b>Floor Finishing</b>	Floor finishing shall include the thorough cleaning of vinyl tile, rubber, or linoleum or other resilient floor surfaces and the application of an approved floor finishing material according to the following steps:
B.2.5.1	<b>Sweeping</b>	Floor shall be swept thoroughly and all gum and adhesive materials shall be removed.
B.2.5.2	<b>Stripping</b>	Completely remove old finish or wax from hard surface and resilient floors using a concentrated solution of an approved liquid cleaner. Cleaning solution is to be applied with a mop and scrubbed with an electric polishing machine with a scrub brush or a medium-grade scrubbing pad. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls, doors and furniture. Cleaning solution shall be taken up with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water to assure thorough rinsing. Floor shall be allowed to dry thoroughly after rinsing.
B.2.5.3	<b>Finishing</b>	Apply a minimum of four coats of approved floor finishing material, allowing sufficient drying time between each coat. Only the last coat should be applied up to, but not touching, the baseboard. All other coats should be applied to within four inches of the baseboard. (Note: If there are eight or more hours delay between the cleaning of the floor and applying the first coat of floor finish, or between the application of coats of floor finish, the areas shall be cleaned again to remove surface dirt and scuff marks before applying finish material.)
B.2.5.4	<b>Periodic Spray Buffing</b>	Floor shall be swept thoroughly. Damp mop floor and allow to dry. Spray buff floor using floor polishing machine, synthetic fiber pad and spray equipment containing 50% water and 50% floor finish of the same type as on the floor. Spray worn areas using a fine mist applied 2-3 feet ahead of the floor machine. Buff immediately to blend in with surrounding floor surface finish.
B.2.5.5	<b>Other Hard Floors</b>	Hard surface floors such as brick, terrazzo, ceramic tile, marble, stainless steel, etc, shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.
B.2.5.6	<b>Carpet Cleaning</b>	All carpets shall be deep cleaned using the wet extraction method at the scheduled frequencies, using approved industrial carpet

		cleaning equipment.
B.2.5.8	<b>Elevator Floors</b>	Where floor has resilient type covering, all necessary cleaning operations as described above shall be performed to provide a clean and polished appearance after each cleaning.
B.2.5.9	<b>Toilets</b>	Special attention shall be given to hard surface and resilient floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout. The cleaning of each toilet bowl should be completed by adding two (2) ounces of hospital grade detergent to water unless product directions specify otherwise.
B.2.5.10	<b>Garbage Removal</b>	Any garbage removed from the clinic sites shall be taken to the nearest COUNTY owned dumpster on the premises. Any garbage hauled from sites shall not be transported in personal vehicles belonging to the CONTRACTOR's staff.

**B.3 Dusting:**

ITEM #	ITEM	DESCRIPTION
B.3.1	<b>Dusting</b>	Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means: appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. 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 shall be found on any surface during routine inspections.
B.3.1.5		Avoid dusting methods that disperse dust. CONTRACTOR shall not feather dust.

**B.4 Damp Wiping:**

ITEM #	ITEM	DESCRIPTION
B.4	<b>Damp Wiping</b>	This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, such as lobby tables and reception counters, then drying to provide a clean, polished appearance. The



		wetting solution shall contain an appropriate approved cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.
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**B.5 Bright Metal Polishing:**

ITEM #	ITEM	DESCRIPTION
B.5	<b>Polishing</b>	This task may be performed by damp wiping and drying with a suitable cloth if a polished appearance can be attained. However, if a polished appearance cannot be produced, the Custodial Contract Coordinator shall be contacted for direction as to the use of an appropriate, approved metal polish.

**B.6 Window Washing and Glass Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.6.1	<b>Window &amp; Glass Cleaning</b>	After each washing operation in accordance with the specified frequency, all glass 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.6.2		Window sashes, sills and woodwork around interior glass and other surrounding areas shall be thoroughly wiped free of any drippings and watermarks.
B.6.3		When building occupants shall 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.
B.6.4		Window cleaning operations shall be performed in accordance with all federal, state and local laws and regulations, with special attention to any applicable safety requirements.

**B.7 Porcelain Ware Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.7.1	<b>Porcelain Ware Cleaning</b>	All porcelain fixtures (including drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.

B.7.2		Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.
B.7.3		Drinking fountains shall be kept free of trash, coffee grounds or other debris, and the nozzles free from any encrustation.

**B.8 Spot Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.8	<b>Spot Cleaning</b>	Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

**B.9 Policing:**

ITEM #	ITEM	DESCRIPTION
B.9	<b>Policing</b>	This task includes picking up and removing trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, lobbies, waiting areas and outside landings and steps at entrances and exits; maintaining cigar/cigarette ash receptacles in a neat and presentable condition at designated smoking areas (if located at or adjacent to entrances or exits); keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes and any excess water caused by inclement weather. Recyclable trash materials (paper, glass, plastic, aluminum, etc.) shall be deposited into appropriate recycling receptacles, if provided. If noon service or Day Porter Service is in effect, policing shall be performed as part of those services.

**B.10 Recycling:**

ITEM #	ITEM	DESCRIPTION
B.10.1	<b>Recycling</b>	All recycling receptacles shall be serviced with the same frequency as trash receptacles, unless specifically labeled "DO NOT SERVICE". Depending on the site, recycling receptacles may be positioned desk-side, in common areas, print rooms or other areas.
B.10.2		Recyclable materials shall be collected separately from trash and not comingled together.
B.10.3		Cardboard boxes, left in hallways, etc, shall be recycled by

		custodial staff regardless of its marking as recycling, trash or unlabeled. County employees are responsible for flattening cardboard containers prior to placing them in the hallways.
B.10.4		Shredded paper emptied from shredding machines shall be recycled (collected in a clear plastic liner or paper bag).
B.10.5		Liners are discouraged in small capacity recycling bins, although recycling material may be consolidated into clear plastic liners from multiple small recycling bins.
B.10.6		For larger recycling bins requiring liners, only clear plastic liners may be used.
B.10.7		Recycling shall be placed in appropriate outside recycling dumpster. County shall arrange to have mixed recycling dumpsters placed at sites.
B.10.8		All Custodial staff shall be made available to receive recycling training which shall be provided by the County.

*--End of Attachment B--*

## **ATTACHMENT C, CLEANING REQUIREMENTS**

### **CLEANING REQUIREMENTS, 1 DAY CLEANING**

#### **RESTROOM CLEANING, ONE DAY PER WEEK ALLOWED TO COMPLETE THESE SERVICES, ALL OTHER SERVICES TO BE PERFORMED AT THE FREQUENCIES INDICATED IN THIS LISTING**

- DR RESTROOM CLEANING
- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

#### **ROUTINE SERVICE, ONE DAY PER WEEK ALLOWED TO COMPLETE THESE SERVICES**

- DG GENERAL CLEANING
- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

#### **DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

#### **DD DUSTING**

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

#### **DW WINDOW CLEANING**

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

**ATTACHMENT C**  
**CLEANING REQUIREMENTS, 1 DAY CLEANING CATEGORY, continued**

**MONTHLY SERVICE**

**MG GENERAL CLEANING**

- MG1 Remove fingerprints from doors, walls, and light switches
- MG2 Clean and disinfect common area and break area trash receptacles inside and outside
- MG3 Wipe all handrails including stairwells
- MG4 Wipe all plastic, wood or non-upholstered seating and benches

**MF FLOOR & CARPET CARE**

- MF1 Entirely damp mop hard surface and resilient floors
- MF2 Spot clean all carpeted floors

**MR RESTROOM CLEANING**

- MR1 Scrub all sinks using a cleaner appropriate for the fixture
- MR2 Scrub toilets and urinals inside using a bowl cleaner appropriate for the fixture

**MD DUSTING**

- MD1 All window and door sills
- MD2 All tops of ledges, baseboards, and partitions
- MD3 Remove all cobwebs from ceilings, corners, and crevices
- MD4 All stairwell surfaces

**SEMIANNUAL SERVICE**

**SF FLOOR & CARPET CARE**

- SF1 Shampoo all carpeted areas using bonnet method
- SF2 Strip, refinish and buff all hard surface floors using an acrylic finish
- SF3 Buff all hard surface and resilient floors using a high-speed machine

**SR RESTROOM CLEANING**

- SR1 Machine scrub restroom floors (porcelain tile floors)
- SR2 Clean and disinfect all walls and partitions

**SD DUSTING**

- SD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet
- SD2 All blinds
- SD3 Vacuum all upholstered furniture

**SW WINDOW CLEANING**

- SW1 Wash the inside of all windows and the outside of the first floor windows

**SO OTHER CLEANING**

- SO1 Remove marks on doors and clean door kick plates

**ANNUAL SERVICE**

**AF FLOOR & CARPET CARE**

- AF1 Steam/Extraction clean all carpeted areas

**ATTACHMENT C**  
**CLEANING REQUIREMENTS, 2 DAY CLEANING CATEGORY**

**RESTROOM CLEANING TO BE PERFORMED DAILY, ALL OTHER SERVICES TO BE PERFORMED  
AT THE FREQUENCIES INDICATED IN THIS LISTING**

- DR RESTROOM CLEANING, TO BE PERFORMED DAILY
- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

**ROUTINE SERVICE, TWO DAYS PER WEEK ALLOWED TO COMPLETE THESE SERVICES**

- DG GENERAL CLEANING
- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

**DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

**DD DUSTING**

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

**WEEKLY SERVICE**

**WG GENERAL CLEANING**

- WG1 Remove fingerprints from doors, walls, and light switches
- WG2 Clean and disinfect common area and break area trash receptacles inside and outside
- WG3 Wipe all handrails including stairwells
- WG4 Wipe all plastic, wood or non-upholstered seating and benches

**WF FLOOR & CARPET CARE**

- WF1 Entirely damp mop hard surface and resilient floors
- WF2 Spot clean all carpeted floors

**WR RESTROOM CLEANING**

- WR1 Scrub all sinks using a cleaner appropriate for the fixture
- WR2 Scrub toilets and urinals inside using a bowl cleaner appropriate for the fixture

**ATTACHMENT C**

**CLEANING REQUIREMENTS, 2 DAY CLEANING CATEGORY, continued**

- 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
- WW WINDOW CLEANING
- WW1 Clean entry door and lobby glass inside and outside
- WW2 Clean all interior partition and counter glass
- WW3 Clean all interior door glass

**MONTHLY SERVICE**

- MF FLOOR & CARPET CARE
- MF1 Scrub and seal/refinish all hard surface and resilient floors using a product appropriate for each surface
- MF2 Edge out all carpet (areas that are out of reach during normal vacuuming)

**MR RESTROOM CLEANING**

- MR1 Clean and disinfect all walls and partitions

**MD DUSTING**

- MD1 Vacuum all upholstered furniture
- MD2 All blinds

**MO OTHER CLEANING**

- MO1 Remove marks on doors and clean door kick plates

**SEMIANNUAL SERVICE**

**SG GENERAL CLEANING**

- SG1 Wipe exterior of all desks, filing cabinets, and tables

**SF FLOOR & CARPET CARE**

- SF1 Shampoo all carpeted areas using bonnet method
- SF2 Strip and seal/refinish all hard surface and resilient floors using a product appropriate for each surface
- SF3 Buff all hard surface and resilient floors using a high-speed machine

**SR RESTROOM CLEANING**

- SR1 Machine scrub and seal restroom hard surface floors (porcelain tile floors)
- SR2 Clean and disinfect all walls and partitions

**SD DUSTING**

- SD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet

**SW WINDOW CLEANING**

- SW1 Wash the inside of all windows and the outside of the first floor windows

**ANNUAL SERVICE**

**AF FLOOR & CARPET CARE**

- AF1 Steam/Extraction clean all carpeted areas

## **ATTACHMENT C**

### **CLEANING REQUIREMENTS, 3 DAY CLEANING CATEGORY**

Same Tasks and Standards as described in 2 DAY CLEANING CATEGORY

### **CLEANING REQUIREMENTS, 5 DAY CLEANING CATEGORY**

#### **ROUTINE SERVICE, TO BE PERFORMED DAILY**

##### **DR RESTROOM CLEANING, TO BE PERFORMED DAILY**

- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

##### **DG GENERAL CLEANING**

- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

##### **DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

##### **DD DUSTING**

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

##### **DW WINDOW CLEANING**

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

#### **WEEKLY SERVICE**

##### **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

##### **WF FLOOR & CARPET CARE**

- WF1 Entirely damp mop hard surface and resilient floors



**ATTACHMENT C**  
**CLEANING REQUIREMENTS, 5 DAY CLEANING CATEGORY, continued**

- WF2 Spot clean all carpeted floors
- WF3 Buff all hard surface and resilient floors using a high-speed machine

**WR RESTROOM CLEANING**

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

**WD DUSTING**

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

**MONTHLY SERVICE**

**MF FLOOR & CARPET CARE**

- MF1 Scrub and seal/refinish all hard surface and resilient floors using a product appropriate for each surface
- MF2 Edge out all carpet (areas that are out of reach during normal vacuuming)

**MR RESTROOM CLEANING**

- MR1 Clean and disinfect all walls and partitions

**MD DUSTING**

- MD1 Vacuum all upholstered furniture
- MD2 All blinds

**QUARTERLY SERVICE**

**QG GENERAL CLEANING**

- QG1 Wash exterior of all desks, filing cabinets, and tables

**QF FLOOR & CARPET CARE**

- QF1 Shampoo all carpeted areas using bonnet method
- QF2 Strip and seal/refinish all hard surface and resilient floors using a product appropriate for the surface
- QF3 Buff all hard surface and resilient floors using a high-speed machine

**QR RESTROOM CLEANING**

- QR1 Machine scrub and seal restroom hard surface floors (porcelain tile floors)

**QD DUSTING**

- QD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet

**QW WINDOW CLEANING**

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

**ANNUAL SERVICE**

**AF FLOOR & CARPET CARE**

- AF1 Steam/Extraction clean all carpeted areas

**NOON SERVICES Monday thru Friday 12:00-1:00**

**NOTE: There is a firm 12:00 start time and 1:00 depart time due to client scheduling**

**CLEAN ALL RESTROOMS**

Clean sinks

Empty all wastebaskets

Damp mop floors using hospital grade disinfectant solution

Fill all dispensers

**CLINIC AREA**

Empty all wastebaskets

Refill all paper towel dispensers

*--End of Attachment C--*

**COST PROPOSAL SHEET  
BY LOCATION/ZONE**

ZONE I (SOUTH SALINAS)	EST SQ FT	EST # PUBLIC RESTROOM	EST # STAFF RESTROOM	EST # RESTROOM SINKS porcelain// stainless	EST # COMMODO URINALS porcelain// stainless
Administration Building, 168 West Alisal Street, Salinas	136,000	4	10	20	45
Behavioral Health, 115 Cayuga, Salinas	5,992		3	3	5
District Attorney, 140 W. Gabilian St, Salinas	3,031	2		2	2
DSES Warehouse, 815 W. Market St, Salinas	2,000	1		1	3
Probation - Walker Bldg, 16 W. Gabilian St, Salinas	7,020	1	2	3	6
Probation, 236 Monterey, Salinas	10,000	6		6	7
Public Defender Portion of Modular Office Bldg, 111 W. Alisal, Salinas	9,240	1	2	5	4
ERP, 1260 S. Main St, Salinas	7,142	2		4	8
DA Modular 2, 230 Church St, Bldg 2, Salinas	8,000	1	3	6	20
DA Modular 3, 230 Church St, Bldg 3, Salinas	14,500	2	5	11	100
<b>AREA TOTALS</b>	<b>202,925</b>	<b>20</b>	<b>25</b>	<b>61</b>	<b>100</b>
<b>ZONE IV (EAST SALINAS)</b>	<b>EST SQ FT</b>	<b>EST # PUBLIC RESTROOM</b>	<b>EST # STAFF RESTROOM</b>	<b>EST # RESTROOM SINKS porcelain// stainless</b>	<b>EST # COMMODO URINALS porcelain// stainless</b>
DSES, 713 La Guardia, Salinas	26,400	1	2	5	13
Information Systems, 1590 Moffett St, Salinas	30,050		2	6	9
Women, Infants & Children (WIC), 632 Alisal St, Salinas	11,769	6		6	6
<b>AREA TOTALS</b>	<b>68,219</b>	<b>7</b>	<b>4</b>	<b>17</b>	<b>28</b>
<b>ZONE VIII (SOUTH COUNTY/ SALINAS AG)</b>	<b>EST SQ FT</b>	<b>EST # PUBLIC RESTROOM</b>	<b>EST # STAFF RESTROOM</b>	<b>EST # RESTROOM SINKS porcelain// stainless</b>	<b>EST # COMMODO URINALS porcelain// stainless</b>
Agricultural Commissioner, 522 N. 2nd St, King City	1,440	2		2	2
DSES, 116 Broadway, King City	14,190	4		2	8
DSES, 118 Broadway, King City	500	1		1	1
Behavioral Health, 200 Broadway, Suite 88, King City	3,737	2		4	5
Health/WIC, 620 Broadway, King City	6,625	2	2	6	7
King City Courthouse, 250 Franciscan Way, King City	12,720	2	6	8	14
Library, 315 El Camino Real, Greenfield	7,192	3		3	3
Library, 402 Broadway, King City	7,667	2	1	3	3
Library, 851 5th St, Gonzales	3,200	1	1	3	2
One Stop Career Center, 200 Broadway, Suite 62 King City	4,332	2		3	3
Women, Infants & Children (WIC), 335 Gabilian Dr, Soledad	1,300	1		1	1
<b>AREA TOTALS</b>	<b>62,903</b>	<b>22</b>	<b>10</b>	<b>36</b>	<b>49</b>

*clean I-anno*

**ATTACHMENT E  
UNIT PRICING OF AUGMENTED SERVICES, EXPANSION, RELOCATION**

The County has a need for augmented services that occur during business hours. Sites requiring those services are identified in Attachment D. County departments periodically relocate to new sites, expand within existing sites, consolidate and/or vacate sites.

Proposers are required to submit unit pricing for the following, in response to these existing and future needs:

ADDITIONAL SERVICES		UNIT	UNIT PRICE
NOON SERVICE (to augment five day service)	\$22.00	hourly per site	\$22.00
DAY PORTER 8 HOUR BUSINESS DAY (to augment 5 day service)	\$20.00	hourly per campus/site	\$20.00
Unit price to increase square footage at a site already served		sq foot	12.5 cents / month
Unit price to expand to a new site		sq foot	12.5 cents / month
Unit credit to decrease square footage of existing site		sq foot	(12.5 cents) / month



## ATTACHMENT G

GS-42

# Green Seal™ Environmental Standard for Cleaning Services

First Edition

September 1, 2006

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THE MARK OF ENVIRONMENTAL RESPONSIBILITY

Green Seal, Inc. • 1001 Connecticut Ave., NW, Suite 827 • Washington, DC 20036-5525 • (202)

872-6400 • Fax (202) 872-4324 [www.greenseal.org](http://www.greenseal.org)

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RFP #10105, ATTACHMENT G

## GREEN SEAL™

Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education. Green Seal's mission is to work towards environmental sustainability by identifying and promoting environmentally responsible products, purchasing, and production. Through its standard setting, certification and education programs, Green Seal:

- identifies products that are designed and manufactured in an environmentally responsible manner;
- offers scientific analyses to help consumers make educated purchasing decisions regarding environmental impacts;
- ensures consumers that any product bearing the Green Seal Certification Mark has earned the right to use it; and
- encourages manufacturers to develop new products that are significantly less damaging to the environment than their predecessors.

The intent of Green Seal's environmental requirements is to reduce, to the extent technologically and economically feasible, the environmental impacts associated with the manufacture, use and disposal of products. Set on a category-by-category basis, Environmental Standards focus on significant opportunities to reduce a product's environmental impact.

Green Seal offers certification to all products covered by its Standards. Manufacturers may submit their products for evaluation by Green Seal. Those which comply with Green Seal's requirements may be authorized to use the Green Seal Certification Mark on products and in product advertising. Manufacturers authorized to use the Green Seal Certification Mark on their product are subject to an ongoing program of testing, inspection, and enforcement.

For additional information on Green Seal or any of its programs, contact:

Green Seal  
1001 Connecticut Avenue, NW, Suite 827  
Washington, DC 20036-5525  
(202) 872-6400  
[www.greenseal.org](http://www.greenseal.org)

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**List of Acronyms**

CRI	Carpet and Rug Institute
CSP	Cleaning Service Provider
dBA	decibels
EPA	Environmental Protection Agency
GS	Green Seal
HVAC	Heat, Ventilation, and Air Conditioning
IPM	Integrated Pest Management
MSDS	Material Safety Data Sheet
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure
SORE	Small Off-Road Engines or Equipment



## FOREWORD

**A. Certification.** This Environmental Standard contains the basic requirements for certain products (as defined in the Scope section below) to be certified by Green Seal™ and for their manufacturers to receive authorization to use the Green Seal Certification Mark on products and their packaging, and in product advertising. The requirements are based on an assessment of the environmental impacts of product manufacture, use, and disposal and reflect information and advice obtained from industry, trade associations, users, government officials, environmental and other public interest organizations, and others with relevant expertise. These requirements are subject to revision as further experience and investigation may show is necessary or desirable.

**B. Compliance with the Standard.** Compliance with this Standard is one of the conditions of certification of a product by Green Seal.

**C. Compliance with Government Rules.** In order to be authorized to use the Green Seal Certification Mark, the manufacturer of the certified product must disclose all governmental allegations or determinations of violation of federal, state, or local environmental laws or regulations with respect to facilities in which the product is manufactured. Certification will be denied any product manufactured in violation of environmental laws or regulations if, in Green Seal's judgment, such violations indicate that the environmental impacts of the product significantly exceed those contemplated in the setting of the standard.

**D. Limitations on Purpose of Standard.** Green Seal's Standards provide basic criteria to promote environmental quality. Provisions for product safety have not been included in this Standard because government agencies and other national standard-setting organizations establish and enforce safety requirements.

**E. Substantially Equivalent Products.** Products that are substantially similar to those covered by this standard in terms of function and environmental impact may be evaluated and certified by Green Seal against the intent of the requirements of this standard.

**F. Unanticipated Environmental Impacts.** A product which complies with this Standard will not necessarily be certified by Green Seal if, when examined and tested, it is found to have other features which significantly increase its impact on the environment. In such a situation, Green Seal will ordinarily amend its standards to account for the unanticipated environmental impacts.

**G. Certification Agreement and Green Seal Rules.** In order to be authorized to apply the Green Seal Certification Mark to a product or its packaging, or to use the Green Seal Certification Mark in product advertising, the manufacturer of the product must (1) undergo an initial product evaluation to determine that the product complies with Green Seal's requirements, (2) sign a Green Seal Certification Agreement that, among other things, defines how and where the Green Seal may be used, (3) pay fees to cover the costs of testing and monitoring, (4) agree to an ongoing program of factory inspections and product testing, and (5) comply with the requirements found in the most recent version of "Rules Governing the Use of the Green Seal Certification Mark."

**H. Disclaimer of Liability.** Green Seal™, in performing its functions in accordance with its objectives, does not assume or undertake to discharge any responsibility of the manufacturer or any other party. Green Seal shall not incur any obligations or liability for damages, including consequential damages, arising out of or in connection with the interpretation of, reliance upon, or any other use of this Standard.

**I. Care in Testing.** Many tests required by Green Seal's Standards involve safety considerations. Adequate safeguards for personnel and property should be employed in conducting such tests.

**J. Referenced Standards.** Standards referenced in this document may have been superseded by a later edition, and it is intended that the most recent edition of all referenced standards be used in determining compliance of a product with this standard.

**K. Labeling Requirements.** This standard neither modifies nor supersedes government labeling requirements. Labeling language which varies in form from the requirements of this section may be used with the written approval of Green Seal.

## ENVIRONMENTAL STANDARD

### 1.0 SCOPE

This Standard establishes requirements for cleaning service providers, including in-house and external cleaning services, to create a green cleaning program that protects human health and the environment. For the purposes of this Standard, green cleaning encompasses all indoor activities typically required to clean commercial, public, and industrial buildings. Maintenance of exterior areas such as parking lots, grounds, or picnic areas is excluded from the Standard, with the exception of areas directly outside building entryways. This Standard does not cover residential buildings.

### 2.0 DEFINITIONS

The definitions listed here may differ from those of other, established, Green Seal standards; where a specific Green Seal standard is not referenced, these definitions apply.

**Cleaning Service Provider:** An organization or service within an organization that provides cleaning services to commercial or institutional building owners and operators, including both in-house and external providers.

**Client:** The organization or entity contracting for the professional services of a cleaning provider or, alternatively, the client of an in-house operation.

**Concentrate:** A product that must be substantially diluted with water to form the appropriate solution for use (typically at least 1:8, or as appropriate for the particular product category).

**Disinfect:** A process for hard inanimate surfaces undertaken to destroy or irreversibly inactivate infectious fungi and bacteria, but not necessarily their spores.

**Environmentally Preferable Product:** A product certified as such by a Type 1 (i.e., third-party) environmental label that was developed in accordance with the ISO 14024 Environmental Labeling Standard. Alternatively, a product may be designated as environmentally preferable by an established and legitimate, nationally-recognized program developed with the purpose of identifying environmentally preferable products. The program must not have any financial interest or stake in sales of the product, or other conflict of interest. Such designation must be based on consideration of human health and safety, ecological toxicity, other environmental impacts, and resource conservation, as appropriate, for the product and its packaging, on a life cycle basis. Product criteria must distinguish market leadership for that product category, and be publicly available and transparent.

**Sanitize:** A process intended to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations.

**Vulnerable Populations:** Vulnerable populations represent people who are more susceptible than the general population to chemicals and products that might pose a risk to human health. These populations include but are not limited to children, pregnant women, the elderly and infirm, people sensitive to chemical exposures (e.g., fragrances), and other occupants, customers, or employees that may have a higher susceptibility to cleaning operations.

### **3.0 PLANNING REQUIREMENTS**

#### **3.1 Standard Operating Procedures**

Cleaning Service Providers shall develop and maintain a set of written guidelines or Standard Operating Procedures (SOPs) that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training and inspection programs, and reporting and record keeping procedures. These guidelines shall be made available to all cleaning personnel and clients. In addition, a Building-specific Green Cleaning Plan must be developed in accordance with Section 3.2 for every building to be cleaned under green cleaning standards per agreement with client. SOPs shall be reviewed for possible revisions on an annual basis.

#### **3.2 Building-Specific Green Cleaning Plan**

The Cleaning Service Provider shall have a Building-specific Green Cleaning Plan in place that comprehensively describes the methods by which a facility is cleaned effectively while protecting human health and the environment. In addition to typical cleaning concerns, the Green Cleaning Plan shall:

**3.2.1** Define a comprehensive communications plan as established with the client. The plan shall describe procedures for cleaning personnel to communicate with building management and occupants, as well as a system for providing feedback from building management and occupants.

**3.2.2** Develop and implement a floor maintenance plan, consistent with manufacturers' maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.

**3.2.3** Determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections, and accident preparedness plans.

- Schedule of cleaning operations detailing the minimum frequency required to clean and maintain the area to a level that adequately protects human health and the environment.

- Schedule of cleaning operations shall be reviewed at a minimum of twice per year and adjusted as needed in response to the changing needs of the building and its occupants.

### 3.2.4 Provide a detailed description of how green cleaning operations shall address:

- Cleaning procedure requirements for such special areas as high-traffic areas, dining and food preparation areas, laboratories, and entryways.
- Storage and use of chemicals within the facility, including consideration of proper ventilation, dilution control procedures, adequate security, and proper management of the area.
- Vulnerable populations such as children, asthmatics, and pregnant women (see Sections 5.11 and 6.2.1).
- Indoor sources of contaminants or pollution, both temporary and permanent, such as building renovations, indoor plants, and new carpet installations.
- Special requirements for operations involving potentially hazardous materials such as the maintenance of floors containing asbestos or compliance with OSHA Bloodborne Pathogens Standards.
- Cleaning in areas with special engineering concerns such those with inadequate ventilation, poor lighting, and restricted access.
- Seasonal or periodic conditions and periods of increased or decreased use (e.g., school vacation closures).
- Requirements of the building Integrated Pest Management System.
- Special cleaning requirements or conditions that may affect the frequency of cleaning or negatively impact human health or the environment.

### 3.3 Powered Equipment Use/ Maintenance Plan

The Cleaning Service Provider shall develop, adopt, and maintain a plan for the use of powered janitorial equipment that maximizes the effective reduction of building contaminants with minimum environmental impact. Cleaning Service Providers shall evaluate that the janitorial equipment currently being used is functioning properly (as validated by equipment manufacturer or by reputable third party service organization) or that it is tagged out of service. Cleaning Service Providers shall develop a plan for the phase-out of equipment that does not, at a minimum, meet the following specifications:

- Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
- Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.
- Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 dBA.
- Propane-powered floor equipment must have low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or

Equipment (SORE) program, and shall be equipped with catalytic and exhaust monitoring systems in addition to other requirements for floor equipment set out in the section.

- Current in-use propane-powered equipment may only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
- Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

A component of this plan also shall include a quarterly maintenance program that inspects and maintains the performance of janitorial equipment, as defined by the equipment vendor and records results in a maintenance log.

#### **4.0 REQUIREMENTS FOR PRODUCTS, SUPPLIES, AND EQUIPMENT**

##### **4.1 Environmentally Preferable Cleaning Products and Supplies**

4.1.1 For the following categories of cleaning products and supplies, the Cleaning Service Provider shall use only environmentally preferable products:

- General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
- Floor finishes and floor strippers;
- Liquid hand soap;
- Toilet tissue and facial tissue;
- Paper towels and napkins.

4.1.2 Plastic trash can liners shall contain a minimum of 10% post-consumer recycled content.

##### **4.2 Powered Cleaning Equipment**

All new, powered janitorial equipment purchased in this category shall meet the criteria listed in Section 3.3. These products include powered floor scrubbers, burnishers, steam extractors, vacuum cleaners, and power washers, and other powered cleaning equipment.

#### **5.0 CLEANING PROCEDURE REQUIREMENTS**

##### **5.1 Reducing Chemical Waste/Efficient Use of Chemicals**

Cleaning Service Providers shall:

5.1.1 Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.

5.1.2 Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis.

**5.1.3** Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.

**5.1.4** Train workers in the safe and effective use of all relevant chemical cleaning products.

**5.1.5** Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.

**5.1.6** Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.

**5.1.7** Prevent other building areas from being adversely affected.

**5.1.8** Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

## **5.2 Reducing Solid Waste**

Cleaning Service Providers shall:

**5.2.1** Purchase chemical products and supplies in quantities that minimize the amount of packaging and container waste generated.

**5.2.2** Whenever practicable, use reusable cleaning cloths or microfiber technology in lieu of paper products. Within 2 hours of use, dispose of, rinse, or place in a sealable container (i.e., metal flammable rag canister, locking plastic bag, etc.) that minimizes evaporation of cleaning product from all cleaning towels, cloths, and materials. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.

**5.2.3** Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community.

## **5.3 Vacuum Use/Maintenance**

The following requirements apply to the use of vacuum cleaners in Sections 5.4 and 5.5.

**5.3.1** Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.

**5.3.2** Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

**5.3.3** Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

#### **5.4 Entryways**

Cleaning Service Providers shall:

**5.4.1** Keep outside entryways clean and free of debris through daily cleaning.

**5.4.2** Ensure the use of walk-off matting both inside and outside building entryways that, at a minimum, meets the following requirements: 6-10 feet of scraper/wiper matting, followed by 6-10 feet of wiper matting, for an overall total of 12-20 feet of matting for every entry point to the building.

**5.4.3** Vacuum matting daily or more frequently, if required (e.g., high traffic areas) to prevent migration of contaminants into the building.

#### **5.5 Floor Care**

Floor care operations covered under the Standard include those for hard floors (e.g., resilient flooring) and carpets.

##### **5.5.1 Hard Floor Maintenance**

**5.5.1.1** For routine hard floor maintenance, the Cleaning Service Provider shall:

Vacuum to remove and contain particulate matter from flooring surfaces, or alternatively, use mops equipped with reuseable/cleanable collection heads or equivalent. Hard floors shall be cleaned on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for cleaning shall be:

- **Daily:** heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- **Scheduled, as appropriate, to maintain cleanliness:** light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

**5.5.1.2** For periodic maintenance of hard floors, the Cleaning Service Provider shall:

- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.



- Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- When floor restoration chemicals are used, apply with mop-on or autoscrubber methods rather than spray application.
- Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

**5.5.1.3** For restorative maintenance the Cleaning Service Provider shall:

- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
- Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and recoat operations to ensure adequate ventilation.
- Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
- Provide reasonable notice to building management prior to the commencement of non-routine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

**5.5.2** Carpet Maintenance

**5.5.2.1** Routine carpet maintenance criteria include the following:

Carpets shall be vacuumed on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for vacuuming shall be:

- Vacuum daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Vacuum to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

**5.5.2.2** Periodic light carpet cleaning is necessary to maintain carpeted floors.

Restorative deep carpet cleaning operations are appropriate when light carpet cleaning is insufficient to clean carpeted areas in heavy use areas. For periodic and restorative cleaning, the Cleaning Service Provider shall:

- Provide reasonable notice to building management prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

- Perform carpet extraction on an as-needed basis rather than according to a regular schedule.
- Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12-hours when cleaning carpets or performing carpet extraction.
- Schedule carpet extraction to coincide with a period of minimum building occupancy.

## **5.6 Disinfection**

For cleaning operations that involve disinfection the Cleaning Service Provider shall:

**5.6.1** Perform disinfection in areas or on surfaces where pathogens can collect and breed, such as in restrooms or on door handles, bathroom faucets, and other fomites. Use disinfectants only where required.

**5.6.2** Perform disinfection using only EPA-registered disinfectants or EPA-registered disinfection devices.

**5.6.3** When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate), and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).

## **5.7 Restroom Care**

The following requirements apply:

**5.7.1** Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operations.

**5.7.2** Daily clean and disinfect surfaces touched by hands (e.g., door knobs, light switches, handles, etc.); clean and disinfect more frequently as traffic requires.

**5.7.3** Control and remove standing moisture from floor and bathroom surfaces in a timely manner.

**5.7.4** Use restroom cleaning equipment specifically for restroom cleaning only. Restroom cleaning equipment, excepting powered equipment, shall not be used to clean any other areas of the building. Specific situations where it is more efficient and sanitary to clean otherwise are exempt, such as hospital patient rooms with restrooms.

**5.7.5** Pull bathroom trash liners daily at a minimum and disinfect the trash receptacle.

**5.7.6** Fill all drain traps on a regular basis.

## **5.8 Dining Areas and Break Rooms**

Requirements for the cleaning of dining areas and break rooms shall include the following:

**5.8.1** Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health.

**5.8.2** Daily clean and sanitize surfaces that hands touch (e.g., faucet handles, drinking fountains, cafeteria lines).

**5.8.3** Equip waste containers likely to collect food waste with a cover, and empty once per day or when full; clean and sanitize daily.

## **5.9 Trash Collection and Recycling**

**5.9.1** Waste containers in food areas are addressed in Section 5.8.3 and restrooms are addressed in Section 5.7.5. Trash collection criteria for other areas include the following:

**5.9.1.1** Remove trash and replace liners only when they are soiled from wet trash, become broken, or as required; remove and dispose of trash before weekends and holidays.

**5.9.1.2** Dispose of trash in external, covered containers away from the immediate exterior of the building.

**5.9.2** In those situations where building management has implemented a recycling program, Cleaning Service Providers shall play a supporting role by conducting the following activities:

**5.9.2.1** Mark recycling stations clearly; stations shall be accessible to building occupants.

**5.9.2.2** Collect and remove from the building food-related recyclables (e.g., soda cans) prior to weekends and holidays.

**5.9.2.3** Inspect and clean recycling areas daily, including collection containers. Collect soda and other beverage containers weekly or more frequently as required.

**5.9.2.4** Work with building management to determine the following:

- Procedures for rinsing and separation of recyclables.
- Location and procedures for collecting recyclables.
- Periodic status of the recycling program including effectiveness and any problems regarding separation or collection of potential recyclable content.

## **5.10 Indoor Plants**

Maintenance of indoor plants shall include the following:

- Collect and dispose of plant debris, such as fallen leaves and flower petals.
- Ensure that plants are not in direct contact with carpet.
- Move plants away from HVAC vents.

In the event that indoor plant care is not the responsibility of the Cleaning Service Provider, the Cleaning Service Provider shall notify building management of situations where indoor plants are interfering with or compromising cleaning such as instances not in compliance with the above-listed criteria.

## **5.11 Vulnerable Populations**

In situations where cleaning operations have the potential to adversely affect any identified members of a vulnerable population, the Cleaning Service Provider shall:

**5.11.1** Schedule daily cleaning activities to avoid exposure of vulnerable populations to the cleaning process.

**5.11.2** Adopt alternative cleaning practices that minimize or make unnecessary the use of cleaning chemicals.

**5.11.3** Use cleaning chemicals in areas only where sufficient ventilation is present to allow chemicals to dissipate before the area becomes repopulated. Provide additional ventilation through the use of blowers to enhance the rate of chemical dissipation.

**5.11.4** Conduct cleaning operations in a manner that prevents the transfer of impacts to other areas of the building that may contain vulnerable populations.

## **6.0 COMMUNICATIONS REQUIREMENTS**

To ensure the success of the Building Specific Green Cleaning Plan, the Cleaning Service Provider must have a communications strategy with regard to cleaning personnel and facility managers. The communications plan shall be developed in conjunction with building owners, facility managers, and building occupants.

**6.1** Cleaning Service Providers shall:

**6.1.1** Provide employees with proper initial, on-site, or site-specific and annual in-service training. Training shall be done in a manner that respects any unique needs of the employee, such as limited English proficiency, physical challenges, or learning disabilities.

**6.1.2** Ensure that a system is in place for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improvements in the provision of services.

**6.1.3** Communicate to the management or owners of the building the presence of pests and any maintenance issues discovered while performing cleaning operations.

**6.1.4** Provide materials to facility managers that define opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments (e.g., reporting spills and making attempts to reduce clutter in personal spaces).

**6.1.5** Provide notification to building management of any cleaning products used in the building. This shall include a list of all chemicals that may be used. It also shall include the name, address, and phone number of the contact person; a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building; and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.

**6.1.6** Provide product MSDSs in a timely manner upon request.

**6.2** Facility managers shall be requested by CSPs to:

**6.2.1** Identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels, etc.) and have a process in place to work with management, cleaning staff, and individuals to mitigate the problem.

## **7.0 TRAINING REQUIREMENTS**

All cleaning personnel shall be trained in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures. In addition, procurement officers shall be trained in the selection of green cleaning materials (Section 4).

**7.1** Upon hiring, all cleaning personnel are required to undergo initial training on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment. This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.

**7.2** As part of initial training, all personnel are to be given standard safety training including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by Cleaning Service Providers and their personnel.

**7.3** Site-specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned. Site-specific training shall cover:

- Facility specific cleaning plan.
- Tailored procedural training (e.g., servicing areas for vulnerable populations) based on the Building-specific Green Cleaning Plan.
- Hazardous communication standards.

7.4 All employees shall receive continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon initial employment, followed by 24 hours of in-service training, continuing education, and/or professional development opportunities on an annual basis. Contractor management/supervisors shall have at least 24 hours of in-service training and/or education on an annual basis.

7.5 Records of training shall be maintained on each employee for all training specified within this Standard. The documentation shall include topics of what was included in the training, including a general outline of information covered, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records shall be retained for two years from their hiring date; records shall be retained for one year for former employees.

## 8.0 CERTIFICATION AND LABELING REQUIREMENTS

This Environmental Standard provides a benchmark for environmentally responsible cleaning services as well as a basis for evaluating and certifying such services in The Green Seal™ Certification Program. The Certification Program has an established procedure for accepting applications for products or services, evaluating them to an applicable Green Seal Environmental Standard, and certifying those that meet all the requirements for certification.

The certification requirements for Cleaning Service Providers include meeting all the criteria provided in this Standard in previous sections. Cleaning Service Providers that apply for certification will have to provide documentation demonstrating compliance with the criteria. In addition, to verify compliance, Green Seal will conduct on-site audits that may include the Cleaning Service Provider's own facilities, as well as a sample of the facilities cleaned by the Cleaning Service Provider.

Green Seal also conducts monitoring of certified products or services to ensure continued compliance with the requirements of certification. In this case, Cleaning Service Providers will have to maintain compliance with the criteria in this Standard and will be evaluated periodically by Green Seal to demonstrate that they do.

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After an applicant goes through the evaluation process, they will be notified if they meet all the requirements for their cleaning service to become Green Seal-certified. Upon certification, the Cleaning Service Provider will be licensed to use the Green Seal Certification Mark with respect to the certified service in accordance with the rules governing use of the Mark.

The Green Seal Certification Mark may appear in the advertising materials of a Cleaning Service Provider with respect to the cleaning service certified under this Standard.

The Green Seal Certification Mark shall not be used in conjunction with any modifying terms, phrases, or graphic images that might mislead consumers as to the extent or nature of the certification. All text and graphics using the Green Seal Certification Mark and Green Seal's name in advertising, brochures, reports, promotional or other materials shall be approved in writing by Green Seal.

Wherever the Green Seal Certification Mark appears, there must be a description of the basis for certification. The description shall be in a location, style, and typeface that are easily readable by the consumer. Unless otherwise approved in writing by Green Seal, the description shall read as follows:

"This cleaning service meets the criteria of the Green Seal™ Environmental Standard for Cleaning Services for reduced toxicity, waste, and exposure."

For use at specific facilities, unless otherwise approved in writing by Green Seal, the description shall read as follows:

"This facility is cleaned by a service that meets the criteria of the Green Seal™ Environmental Standard for Cleaning Services for reduced toxicity, waste, and exposure."

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**ATTACHMENT H**  
**G-9**

**Green Seal™ Environmental Standard  
for Paper Towels and Paper Napkins**

**First Edition**

**January 27, 1993**

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THE MARK OF ENVIRONMENTAL RESPONSIBILITY

Green Seal, Inc. • 1001 Connecticut Ave., NW, Suite 827 • Washington, DC 20036-5525 • (202) 872-6400 •  
Fax (202) 872-4324 [www.greenseal.org](http://www.greenseal.org)

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RFP #10105, ATTACHMENT H

## GREEN SEAL™

Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education. Green Seal's mission is to work towards environmental sustainability by identifying and promoting environmentally responsible products, purchasing, and production. Through its standard setting, certification and education programs, Green Seal:

- identifies products that are designed and manufactured in an environmentally responsible manner;
- offers scientific analyses to help consumers make educated purchasing decisions regarding environmental impacts;
- ensures consumers that any product bearing the Green Seal Certification Mark has earned the right to use it; and
- encourages manufacturers to develop new products that are significantly less damaging to the environment than their predecessors.

The intent of Green Seal's environmental requirements is to reduce, to the extent technologically and economically feasible, the environmental impacts associated with the manufacture, use and disposal of products. Set on a category-by-category basis, Environmental Standards focus on significant opportunities to reduce a product's environmental impact.

Green Seal offers certification to all products covered by its Standards. Manufacturers may submit their products for evaluation by Green Seal. Those which comply with Green Seal's requirements may be authorized to use the Green Seal Certification Mark on products and in product advertising. Manufacturers authorized to use the Green Seal Certification Mark on their product are subject to an ongoing program of testing, inspection, and enforcement.

For additional information on Green Seal or any of its programs, contact:

Green Seal  
1001 Connecticut Avenue, NW, Suite 827  
Washington, DC 20036-5525  
(202) 872-6400  
[www.greenseal.org](http://www.greenseal.org)

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## FOREWORD

**A. Certification.** This Environmental Standard contains the basic requirements for certain products (as defined in the Scope section below) to be certified by Green Seal™ and for their manufacturers to receive authorization to use the Green Seal Certification Mark on products and their packaging, and in product advertising. The requirements are based on an assessment of the environmental impacts of product manufacture, use, and disposal and reflect information and advice obtained from industry, trade associations, users, government officials, environmental and other public interest organizations, and others with relevant expertise. These requirements are subject to revision as further experience and investigation may show is necessary or desirable.

**B. Compliance with the Standard.** Compliance with this Standard is one of the conditions of certification of a product by Green Seal.

**C. Compliance with Government Rules.** In order to be authorized to use the Green Seal Certification Mark, the manufacturer of the certified product must disclose all governmental allegations or determinations of violation of federal, state, or local environmental laws or regulations with respect to facilities in which the product is manufactured. Certification will be denied any product manufactured in violation of environmental laws or regulations if, in Green Seal's judgment, such violations indicate that the environmental impacts of the product significantly exceed those contemplated in the setting of the standard.

**D. Limitations on Purpose of Standard.** Green Seal's Standards provide basic criteria to promote environmental quality. Provisions for product safety have not been included in this Standard because government agencies and other national standard-setting organizations establish and enforce safety requirements.

**E. Substantially Equivalent Products.** Products that are substantially similar to those covered by this standard in terms of function and environmental impact may be evaluated and certified by Green Seal against the intent of the requirements of this standard.

**F. Unanticipated Environmental Impacts.** A product which complies with this Standard will not necessarily be certified by Green Seal if, when examined and tested, it is found to have other features which significantly increase its impact on the environment. In such a situation, Green Seal will ordinarily amend its standards to account for the unanticipated environmental impacts.

**G. Certification Agreement and Green Seal Rules.** In order to be authorized to apply the Green Seal Certification Mark to a product or its packaging, or to use the Green Seal Certification Mark in product advertising, the manufacturer of the product must (1) undergo an initial product evaluation to determine that the product complies with Green Seal's requirements, (2) sign a Green Seal Certification Agreement that, among other things, defines how and where the Green Seal may be used, (3) pay fees to cover the costs of testing and monitoring, (4) agree to an ongoing program of factory inspections and product testing, and (5) comply with the requirements found in the most recent version of "Rules Governing the Use of the Green Seal Certification Mark."

**H. Disclaimer of Liability.** Green Seal™, in performing its functions in accordance with its objectives, does not assume or undertake to discharge any responsibility of the manufacturer or any other party. Green Seal shall not incur any obligations or liability for damages, including consequential damages, arising out of or in connection with the interpretation of, reliance upon, or any other use of this Standard.

**I. Care in Testing.** Many tests required by Green Seal's Standards involve safety considerations. Adequate safeguards for personnel and property should be employed in conducting such tests.

**J. Referenced Standards.** Standards referenced in this document may have been superseded by a later edition, and it is intended that the most recent edition of all referenced standards be used in determining compliance of a product with this standard.

**K. Labeling Requirements.** This standard neither modifies nor supersedes government labeling requirements. Labeling language which varies in form from the requirements of this section may be used with the written approval of Green Seal.

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## ENVIRONMENTAL STANDARD

### 1 Scope

This Standard establishes environmental requirements for paper towels and napkins.

### 2 Definitions

This section provides definitions for terms used in this Standard.

**2.1** “Recovered material” means fiber waste generated after the completion of a manufacturing process, such as post-consumer materials, envelope cuttings, bindery trimmings, printing waste, cuttings and other converting waste, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered material, however, shall not include virgin or part virgin fibrous waste paper generated during the manufacturing process, such as fibers recovered from wastewater or trimmings of paper machine rolls (virgin mill broke), regardless of whether such materials are used by the same or another company. Recovered material shall also not include fibrous by-products of harvesting, extractive or woodcutting processes or forest residues such as cotton linters, bark or sawdust. Recovered material includes the recovered fiber component of the trimmings of paper machine rolls (recovered mill broke) used to make the certified product.

**2.2** “Post-consumer material” means those finished products, packages or materials generated by a business or consumer that have served their intended end uses, and that have been recovered from or otherwise diverted from the waste stream for the purpose of recycling.

### 3 Product Specific Performance Requirements

**3.1** The product must be made in accordance with reasonable industry practice with respect to holes, tears, wrinkles, cleanliness, foreign materials or dirt. It must have no disagreeable odor, either wet or dry, in accordance with reasonable industry practice. Edges of the product must be cleanly cut and not ragged. Product must dispense properly from the container or roll.

## 4 Product-Specific Environmental Requirements

### 4.1. Recovered Fiber Requirements

4.1.1. The fiber in paper towels and napkins shall contain 100% recovered materials and at least 40% post-consumer material by weight.

4.1.2. The percentage of recovered material and post-consumer material shall be calculated and certified based on the fiber weight of the paper. Calculations will also be performed based on the total weight of the paper.

4.1.3. The calculation of recycled content based on fiber weight shall be performed using the following formulas:

4.1.3.1. Post-consumer Material:

$$\frac{\text{Post-consumer Material} \times \text{Yield}}{\text{Recovered Material} \times \text{Yield}}$$

4.1.4. The calculation of recycled content based on total weight shall be performed using the following formulas:

4.1.4. Post-consumer Material:

$$\frac{\text{Post-consumer Material} \times \text{Yield}}{[(\text{Non-fibrous Material} \times \text{Yield}) + (\text{Recovered Material} \times \text{Yield})]}$$

4.1.5 Yield will depend on the product manufactured, the raw material, the level of contaminants and the cleaning and deinking technology employed. The percentage yield shall be calculated by dividing the total material output by the total material input. <sup>1</sup>

4.1.6 The percentage of recovered material and post-consumer material shall be calculated based on a weighted average of the materials used for a period of time not to exceed the previous three months

<sup>1</sup> If a particular manufacturer's operating procedures do not provide for accurate yield measurements, the following shall be used as default values:

Recovered/Post-consumer Material: 75%

Non fibrous material: 100%

## **4.2. Deinking of Recovered Material**

The recovered material used to manufacture the products shall not be de-inked using any solvents containing:

4.2.1. chlorine;

4.2.2. benzene, cadmium and cadmium compounds, carbon tetrachloride, chloroform, chromium and chromium compounds, cyanide compounds, dichloromethane, lead and lead compounds, mercury and mercury compounds, methyl ethyl ketone, nickel and nickel compounds, tetrachloroethylene, toluene, 1,1,1-trichloroethane, trichloroethylene, or xylene (mixed isomers)<sup>2</sup>; or

4.2.3. the sum concentration level of more than 1% by weight of finished product of the toxic chemicals listed by the U.S. Environmental Protection Agency pursuant to section 313 of the Emergency Planning and Community Right to Know Act, 40 CFR § 372.

## **4.3. Bleaching**

4.3.1 The recovered material used in making a certified product shall not be bleached using chlorine or any of its derivatives (such as hypochlorite and chlorine dioxide).

## **5 Additional Ingredients**

Paper towels and napkins (not including packaging) shall not contain any added pigments, inks, dyes, or fragrances, with the exception that;

Paper towels and napkins may be printed with inks or dyes provided these inks or dyes contain a sum concentration of less than 100 parts per million, by weight, of the following toxic heavy metal ions: lead, cadmium, mercury, or hexavalent chromium.

## **6 Requirements for Paper Towel Cores**

The core of a roll of paper towels must be manufactured from 100% recovered material.

## **7 Toxics in Packaging**

The sum of the concentration levels of lead, cadmium, mercury, and hexavalent chromium present in any package or packaging components shall not exceed 100 parts per million by weight.

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<sup>2</sup> These chemicals are found on the U.S. Environmental Protection Agency's 33/50 Project List.

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## 8 Green Seal™ Labeling Requirements

8.1. The Green Seal Certification Mark must appear on the product's packaging. It may be embossed, or printed on the product as well as provided in Section 5.

8.2. The Green Seal Certification Mark shall not be used in conjunction with any modifying terms, phrases, or graphic images that might mislead consumers as to the extent or nature of the certification.

8.3. If the product is certified to have been made without bleach, the package or the product may bear the additional endorsement: "**Unbleached**" or an equivalent description approved in writing by Green Seal.

8.4. If the product is certified to have been bleached without chlorine or any of its derivatives, the package, or the product, may bear the additional endorsement: "**No Chlorine Bleach,**" or "**Oxygen Bleached,**" as appropriate, or an equivalent description approved in writing by Green Seal.

8.5. Whenever the Green Seal Certification Mark appears on a package of paper towels or napkins the package must contain a description of the basis for the certification. The description shall be in a location, style, and typeface that are easily readable by the consumer. Unless otherwise approved in writing by Green Seal, the description shall read as follows:

**This recycled product contains 100% recovered paper fiber and XX% post-consumer materials by fiber weight, and meets Green Seal's environmental standard for bleaching, deinking and packaging. It contains no added fragrances.** [where XX is the certified level of post-consumer material].

8.6. Manufacturers, at their discretion, may also add to the package of a certified product the description "XX% recovered material including YY% post-consumer material by total weight" in addition to the fiber weight description. [where XX is the level of recovered material by total weight and YY is the level of post-consumer material by total weight, or as calculated pursuant to Section 4.1.2].



**RENEWAL AGREEMENT & AMENDMENT #11  
TO MASTER AGREEMENT  
FOR CUSTODIAL AND MAINTENANCE SERVICES AND SUPPLIES  
By and between  
COUNTY OF MONTEREY  
&  
ABM JANITORIAL SERVICES, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #11** is made to the MASTER AGREEMENT for the provision of CUSTODIAL AND MAINTENANCE SERVICES AND SUPPLIES by and between ABM JANITORIAL SERVICES, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 26, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT's 1-10 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 26, 2008.

MONTEREY COUNTY

CONTRACTOR

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

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

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

\_\_\_\_\_  
Deputy Auditor/Controller

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

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

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

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

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

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

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

\*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.

**AMENDMENT #10 TO AGREEMENT**  
**by and between**  
**COUNTY OF MONTEREY and ABM JANITORIAL SERVICES, INC.**

**THIS AMENDMENT #10** is made to the AGREEMENT (RFP #10105) for the provision of **Custodial and Maintenance Services and Supplies** by and between **ABM Janitorial Services, Inc.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's option to extend for one (1) additional year.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.1, "TERM OF AGREEMENT", shall be amended to the following;

"The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2013."

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 24, 2008.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AMENDMENT #10 as follows:

MONTEREY COUNTY

[Signature]  
Contracts/Purchasing Officer

Dated: JUL 12 2012

Approved as to Fiscal Provisions:

[Signature]  
Auditor/Controller

Dated: 7-5-12

Approved as to Liability Provisions:

Risk Management

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

Approved as to Form:

Assistant County Counsel

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

CONTRACTOR

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

TIM BREKKE E.V.P.  
Printed Name and Title

Dated: 7/1/12

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Bob Tuestel SENIOR VP FINANCE  
Printed Name and Title

Dated: 7/2/2012

\*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.

RFP #10105 – CUSTODIAL AND MAINTENANCE SERVICES AND SUPPLIES  
**AMENDMENT #9 TO AGREEMENT**

**COUNTY OF MONTEREY & ABM JANITORIAL SERVICES**

THIS AMENDMENT is made to the AGREEMENT (RFP #10105) for the provision of custodial and maintenance services and supplies by and between ABM JANITORIAL SERVICES, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to adjust existing services and add new services to the CONTRACTOR's scope of work.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. ARTICLE 1 "SCOPE OF SERVICE" shall be amended by adding: **"One additional day of service to Service to 1242 Fremont Blvd., Seaside, effective August 31, 2011. See Exhibit A to Amendment 9, ABM Janitorial Services, attached hereto."**
2. ARTICLE 4, "COMPENSATION AND PAYMENTS" shall be amended by adding: **"August 31, 2011, increase monthly amount by \$122.09"**

Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 25, 2008.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

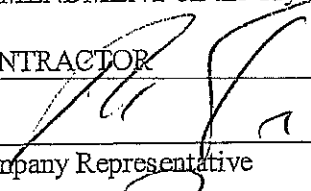
\_\_\_\_\_  
Contracts/Purchasing Officer

Dated \_\_\_\_\_

\_\_\_\_\_  
Auditor/Controller's Office

Dated \_\_\_\_\_

CONTRACTOR

By   
\_\_\_\_\_  
Company Representative

Printed Name PEDRO TORRES

Dated 8/23/11

ENTERED

AUG 30 2011

Exhibit A9  
to Amendment 9

1242 Fremont Blvd Seaside	
Cost Breakdown	
Item	Cost
6 times per week Service (UP from 4)	\$122.09
Monthly Service Items	\$0.00
Quarterly Service Items	\$0.00
Semi-Annual Service Items	\$0.00
Monthly Rest Room Paper Product Cost	\$0.00
<b>Total Monthly Cost</b>	<b>\$122.09</b>
Note:	

**AMENDMENT #8 TO AGREEMENT**

**COUNTY OF MONTEREY & ABM JANITORIAL SERVICES**

**THIS AMENDMENT** is made to the AGREEMENT (RFP #10105) for the provision of **Custodial and Maintenance Services and Supplies** by and between **ABM Janitorial Services**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's option to extend for one (1) additional year.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

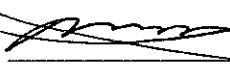
- 1. Section **3.1**, "TERM OF AGREEMENT", shall be amended to the following;

"The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012 with the option to extend the AGREEMENT for one (1) additional one (1) period."

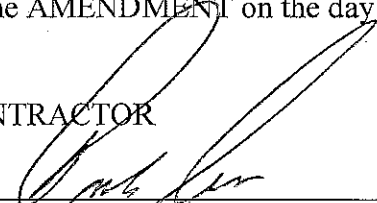
- 2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

- 3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 24, 2008.

**IN WITNESS WHEREOF**, the parties have executed the AMENDMENT on the day and year written below.

**MONTEREY COUNTY**  
  
 \_\_\_\_\_  
 Contracts/Purchasing Officer

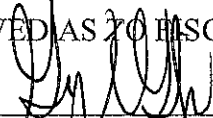
Dated 6-28-11

**CONTRACTOR**  
 By   
 \_\_\_\_\_  
 Company Representative

Printed Name Paul Cenni

Dated 6/23/11

APPROVED AS TO FISCAL PROVISIONS:

  
 \_\_\_\_\_  
 Deputy Auditor-Controller

Dated 6-27-11

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
AND  
ABM JANITORIAL SERVICES  
RFP 10105**

The Agreement between County of Monterey ("County") and ABM Janitorial Services ("Contractor") for Custodial Maintenance Services and Supplies, with effective date of July 1, 2008 is hereby amended effective July 1, 2008, as follows:

1. ARTICLE 1 SCOPE OF SERVICE is amended: start date of service for site 1760 Fremont, Seaside, DSES One Stop Center, Zone VI deferred until further notice.
2. ARTICLE 4, COMPENSATION AND PAYMENTS, is amended: reduce monthly total payment to Contractor by \$1008.18 until service at this site is made effective.
3. Except as provided herein, all other terms and conditions of the agreement remain unchanged and in full force and effect.

**IN WITNESS THEREOF**, the parties hereto have executed this Amendment No. 1 as of the day and year set forth herein.

COUNTY OF MONTEREY

By 

Title CONTRACTS/PURCHASING OFFICER  
COUNTY OF MONTEREY

APPROVED AS TO FORM

By \_\_\_\_\_

Deputy County Counsel

CONTRACTOR ABM  
JANITORIAL SERVICES

By 

Title Contract Mgr.

By \_\_\_\_\_

Title \_\_\_\_\_



**MASTER AGREEMENT TO PROVIDE CUSTODIAL AND  
MAINTENANCE SERVICES AND SUPPLIES  
FOR THE COUNTY OF MONTEREY**

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 ABM Janitorial Services, hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10105 for Custodial and Maintenance Services and Supplies, 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:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10105 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10105. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10105 dated March 7, 2008
- Addendum #1
- CONTRACTOR's Proposal dated April 11, 2008 including all attachments and exhibits, to RFP #10105
- AGREEMENT
- 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, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10105, Addendums # 1-4, Certificate of Insurance, and Additional Insured Endorsements.

## **1.0 SCOPE OF SERVICE**

- 1.1** To provide Custodial and Maintenance Services and Supplies to selected County-occupied facilities in the following locations:
- Zone III—North Salinas/Prunedale/Aromas  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 20,690 sq. ft.
  - Zone V—West Salinas/HWY 68  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 40,274 sq. ft.
  - Zone VI—Marina/Seaside  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 63,450 sq. ft.
  - Zone VII—Monterey/Carmel  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 71,976 sq. ft.
  - Zone IX—Castroville/Pajaro/Royal Oaks  
as defined per ATTACHMENT D.  
Approximately, but not limited to, 28,972 sq. ft.
- 1.2** CONTRACTOR shall perform per the specific cleaning specifications attached hereto:  
**ATTACHMENT A, CONTRACTOR GENERAL REQUIREMENTS**  
**ATTACHMENT B, SERVICE SPECIFICATIONS**  
**ATTACHMENT C, CLEANING REQUIREMENTS**  
**ATTACHMENT D, COST PROPOSAL BY ZONE**  
**ATTACHMENT E, UNIT PRICING OF AUGMENTED SERVICES**  
**ATTACHMENTS G & H, PER THE 'GREEN SEAL ENVIRONMENTAL STANDARDS', UTILIZE GREEN PRODUCTS AT LEAST 20% OF THE TIME WHILE PERFORMING SERVICES FOR THIS AGREEMENT**
- 1.3** 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.).

## **2.0 QUALITY CONTROL**

- 2.1** 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.

- 2.2 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.
- 2.3 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:
- o A brief summary of the results of all inspections
  - o A description of all supply expenditures
  - o Information regarding any feedback received through submitted documentation via email, letter or fax.

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 3.2 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.
- 3.3 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with ATTACHMENT D and ATTACHMENT E attached hereto.
- 4.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

- 4.5 Invoice amounts shall be billed directly to the ordering department.
- 4.6 CONTRACTOR shall reference the AGREEMENT number and RFP # 10105 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.

## 5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the 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 the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 6.0 INSURANCE

### 6.1 Evidence of Coverage:

- 6.1.1 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.
- 6.1.2 This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

## 6.2 Qualifying Insurers:

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

## 6.3 Insurance Coverage Requirements:

6.3.1 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: 5.3.1 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.

6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.3 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.

## 6.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the 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.

6.5 Each liability policy shall provide that the 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.

- 6.6 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.
- 6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The 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.
- 6.8 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.

## 7.0 ADDITIONAL REQUIREMENTS

- 7.1 CONTRACTOR shall submit a list of all employee performing work under this Agreement within ten (10) days from the start of this Agreement.
- 7.2 Criminal Background Checks: CONTRACTOR shall have all employees fingerprinted and background checks initiated within ten (10) days from the start of the Agreement unless there are extenuating 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.

- 7.2.1 A California licensed Investigator must perform the required State level criminal background check(s) which shall then be submitted to the County 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.
- 7.2.2 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.
- 7.3 A work schedule shall be submitted to the County within ten (10) days from the start of this Agreement.
- 7.4 A complete MSDS shall be submitted within ten (10) days from the start of this Agreement.

## **8.0 BREACH, DEFAULT AND TERMINATION**

- 8.1 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 CONTRACTOR GENERAL REQUIREMENTS, ATTACHMENT B SERVICE SPECIFICATIONS, ATTACHMENT C, CLEANING REQUIREMENTS, and ATTACHMENT D, COST PROPOSAL BY ZONE; (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.
- 8.2 Default; 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.
- 8.3 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 its 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.

## **9.0 RIGHTS 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.

## **10.0 FORCE MAJEURE**

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.

## **11.0 NON-DISCRIMINATION**

- 11.1** During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285.0, et seq.).
- 11.2** 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.

## **12.0 INDEPENDENT CONTRACTOR**

- 12.1** 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.

- 12.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

**13.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the 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.

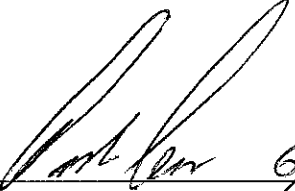
Notices mailed or faxed to the parties shall be addressed as follows:

**TO THE COUNTY:**

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing Division  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

**TO THE CONTRACTOR:**

Company Name: ABM Janitorial Services

 6/4/08

Owner Name: ABM is a public corporation.

Address: 302 John St., Salinas, CA 93901

24 hour Tel. No. 831-484-3372

Area Supervisor Name: Lorrie De La Cruz

Area Supervisor Cell No. 831-484-3372

FAX No. 831-753-1796

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

MONTEREY COUNTY

[Signature] for Mike Derr  
Contracts/Purchasing Officer

Dated: 6-26-08

Approved as to Fiscal Provisions:

Auditor/Controller

Dated: [Signature]

Approved as to Liability Provisions:  
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Risk Management

By: [Signature]  
Date: 6/18/08

Approved as to Form:

[Signature]  
Assistant County Counsel

Dated: 5/27/08

CONTRACTOR

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

Paul Cenni, Regional Vice President  
Printed Name and Title

Dated: June 4, 2008

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Lawrence Goldman Assistant Treasurer  
Printed Name and Title

Dated: June 5, 2008

\*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**  
**CONTRACTOR GENERAL REQUIREMENTS**

**A.1 CONTRACTOR Employee Requirements**

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

A.1.4	<b>ID Badges</b>	County shall 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.
A.1.4.1		CONTRACTOR is required to have all employees working in County facilities obtain identification badges from the Monterey County Public Works Department, Facilities Division, within ten (10) days from the start of the Agreement. If extenuating circumstances occur that prevent CONTRACTOR from meeting this objective, 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 shall be established. <i>If the CONTRACTOR fails to obtain badges for all employees within the time limit, payment for services rendered may be withheld.</i>
A.1.4.2		CONTRACTOR and CONTRACTOR'S employees shall be required to display their identification badge at all times while working in County facilities. If the CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, County may require them to leave the facility immediately. <i>Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.</i>
A.1.4.3		If any of the CONTRACTOR'S employees cease to work in County facilities, the CONTRACTOR shall immediately return the employee's badge to the County's Facilities Operations Manager or the Custodial Contract Coordinator.
A.1.5	<b>Uniforms and Protective Gloves</b>	CONTRACTOR personnel designated to work in County facilities during business hours shall wear the necessary and appropriate uniforms and protective gloves as assigned by the CONTRACTOR and as approved by the County.
A.1.6	<b>Background Checks</b>	CONTRACTORS(S) are required to submit background checks for all personnel designated to work in a county facility. Background checks will only be accepted if performed by a California licensed Investigator and the CONTRACTOR is responsible for the cost of background checks for its personnel. All personnel who are designated to provide services at one of the Sheriff's facilities are required to undergo fingerprinting and background checks at the Sheriff's main office, at no cost to CONTRACTOR. The required background checks MUST be

		submitted to the COUNTY prior to allowing an employee to work on County premises.
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A.1.6.1		If there are extenuating circumstances beyond the CONTRACTOR(S) control as to why CONTRACTOR(S) is unable to provide cleared background checks for all personnel who will be performing work per the Agreement with the COUNTY, CONTRACTOR(S) must notify the COUNTY of such circumstances, in writing, no less than two weeks prior to the start date.
A.1.7	<b>Security</b>	County shall notify CONTRACTOR immediately regarding security issues. CONTRACTOR shall respond to security issues within 60 minutes of the call.
A.1.7.1		County shall issue facility keys to CONTRACTOR and maintain a log of keys issued. CONTRACTOR shall not duplicate keys and shall report lost keys to County within 24 hours. Keys shall be replaced by the County at the cost to the CONTRACTOR. <b>CONTRACTOR's employees shall be responsible for locking any room they unlocked to clean and also shall make sure all building entrances are locked when they leave.</b>

**A.2 CONTRACTOR'S Work Schedule**

A.2.1	<b>Work Schedule</b>	Unless otherwise authorized by the County, all work shall be performed outside of County's regular 8:00 a. m. to 5:00 p.m. working hours, except Day Porter and noon service. Weekend work shall not be permitted unless specifically authorized and scheduled in advance. For those facilities open to the public on weekends or evenings, the County shall provide to the CONTRACTOR a schedule of hours so that an appropriate work schedule may be determined.
A.2.1.1		Within thirty (30) days of the CONTRACTOR'S receipt of written notice that the CONTRACTOR shall be awarded a contract, the CONTRACTOR shall furnish County's Custodial Contract Coordinator with a work schedule of the custodial services to be provided for each location in accordance with the scope of work specified in the Agreement. Thereafter, if CONTRACTOR desires to change the work schedule, CONTRACTOR shall

		provide County's Custodial Contract Coordinator with a revised work schedule for coordination with the County department before the changes are put into effect at any facility. For the purpose of facility inspections by the County, all cleaning shall be performed on or before the dates listed on the CONTRACTOR'S work schedule.
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**A.3 Protection of Persons and Property**

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

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

A.4.1	<b>Response Time</b>	CONTRACTOR shall maintain a 24-hour business phone or telephone answering service for the purpose of receiving County messages in an efficient and timely manner. If CONTRACTOR's Area Supervisor cannot be reached before 7 A.M. or after 7 P.M., the County shall call the 24-hour business phone or telephone answering service. CONTRACTOR shall respond to all messages regarding incomplete or defective work before the expiration of the next County work day (8:00 a.m. to 5:00 p.m. Monday through Friday), 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		Failure to correct the problem within the time frame specified in paragraphs A.4.1.1 and A.1.1 shall also result in a liquidated damages deduction of 2% of the monthly location bill for each occurrence.
A.4.1.3		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.4.1.4		CONTRACTOR shall respond to any emergency request within 60 minutes of receiving the call and shall complete all remedial work within 3 hours of receiving the call.

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

A.5.1	<b>Problems &amp; Emergencies</b>	CONTRACTOR shall notify the County immediately, or as soon as possible, upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The County shall 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, or no later than the following day, upon finding any broken fixture or any other building problem that requires maintenance or repair. This includes any broken or malfunctioning product dispensers. 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 Facilities Operations Manager or designee, or the Custodial Contract Coordinator, shall coordinate directly with the CONTRACTOR, CONTRACTOR'S Area Supervisor or other designee to schedule such services.

**A.6 Supplies and Materials**

A.6.1	<b>Supplies &amp; Materials</b>	CONTRACTOR shall provide all supplies required to perform work under this contract. Historically, the County has spent approximately \$300,000 annually for the routine items listed in paragraph A.6.2.
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A.6.2		Listed below are the routine items CONTRACTOR shall provide as part of the base rate under this Agreement. The items provided shall be equal in quality to those currently in use:
A.6.2.1		<p>Single Fold Towel/White  Multi Fold Towel/White  <b>Two Ply</b> Toilet Tissue/White  Toilet Seat Protector 1/2 FD  15x9x23, .75 Mil Brown Liner-Small  40x48, 1.2 Mil Clear Liner-Large  Pink Liquid Hand Soap  33x40, 13mil Natural Liner  Heavy Kraft Sanitary Receptacle Liner  White Roll Towel  Foam Soap  Borax Pink Powder Hand Soap  Coreless 2ply TP  Jumbo Rolls TP  Urinal Screens</p>
A.6.3		CONTRACTOR shall provide a quarterly report to the County's Custodial Contract Coordinator listing the supplies and quantities provided under Section A.6.2. and 6.4
A.6.4		<p>CONTRACTOR shall provide at CONTRACTOR'S cost, all other materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary for the cleaning process, including but not limited to floor stripping, cleaning, shampooing and waxing materials, cleansers, and dusting polish. All products shall be of best quality and shall be harmless to the finishes and surfaces on which they are used, and shall leave no harmful residues. CONTRACTOR is required to utilize 20% "Green" products as per <b>ATTACHMENT G</b> and <b>ATTACHMENT H</b> herein. In many COUNTY facilities, the COUNTY shall provide a limited amount of storage space for small amounts of supplies and product. Space at all facilities is not guaranteed and allocated storage space may, at COUNTY's option, be reduced or eliminated, pursuant to the COUNTY's needs. All items, including paper products and necessary specialty cleaners, that cannot be safely and properly stored in the allocated space, shall be stored and maintained in an offsite location provided at the CONTRACTOR's cost. The COUNTY shall not be responsible for any loss or damage to these supplies. No employee belongings or valuables belonging to the CONTRACTOR's employees may be stored on COUNTY</p>

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

A.7.1	<b>Safety &amp; Product Control</b>	CONTRACTOR shall provide to the County's Custodial Contract Coordinator a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on ALL products used by the CONTRACTOR in the provision of services required by the Agreement. In addition, the CONTRACTOR shall provide all required MSDS information in an appropriate binder or folder 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.
A.7.2		CONTRACTOR shall be responsible for payment of any and all fees required by the COUNTY relating to the storage of hazardous materials on-site. No additional compensation shall be allowed for such fees.
A.7.3		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. CONTRACTOR shall provide documentation regarding training provided to employees. Documentation can include sign-in sheet with training format or topics listed. 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. CONTRACTOR is required to utilize 20% "Green" products as per <b>ATTACHMENT G</b> and <b>ATTACHMENT H</b> herein. . 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. The CONTRACTOR shall dispose of all unused products and empty containers as required by Federal, State and local laws and regulations. The CONTRACTOR shall provide the County with documentation of proper disposal of all products and containers used in the performance of services under the Agreement.

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

A.8.1	<b>Quality Control &amp; Evaluation</b>	All services provided by the CONTRACTOR shall be performed in such a way that the finished result equals or exceeds standards set forth in <b>ATTACHMENT B, SERVICE SPECIFICATIONS</b> . 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.
A.8.2		Any requests or complaints related to the cleanliness of the facilities or the work habits of the CONTRACTOR's staff shall be documented by the County. These documented complaints shall be faxed or emailed to the CONTRACTOR by Facilities Manager/Supervisor. <b>CONTRACTOR shall respond to complaints within 24 hours.</b> CONTRACTOR shall be responsible for tracking the complaints and providing updates to the County.
A.8.3		Verification of work shall be assured by on-site inspections and reports provided by CONTRACTOR'S Area Supervisor, County's Facilities Manager and County's Custodial Contract Administrator. Specific inspection requirements and responsibilities shall be as follows:
A.8.3.1		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. 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 shall 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. The CONTRACTOR shall submit quality assurance reports on a quarterly basis to track quality control. These reports shall be submitted every third month at the time of the monthly inspection. These reports shall contain a brief summary of the results of all inspections and a description of all supply expenditures as well as information regarding any feedback received through submitted documentation via email, letter or fax. The list of supply expenditures shall have identified those products which comply with the Environmental Standards set forth in ATTACHMENT G and ATTACHMENT H.

A.8.3.2		County's Facilities Manager, 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 in writing to the CONTRACTOR for correction in accordance with the time limits specified in the Agreement.
A.8.4		CONTRACTOR shall 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.8.5		Resolution of disputes about service under the Agreement should be resolved at the lowest level possible. Payment reductions shall be approved at a level at least as high as the Departmental Contact.

--End of Attachment A--

**ATTACHMENT B  
SERVICE SPECIFICATIONS**

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

<b>ITEM #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
B.1.1	<b>CLEAN</b>	CLEAN means free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, and other residue; to restore all items to their original condition and appearance.
B.1.2	<b>DISINFECT</b>	Cleaning in order to destroy any harmful microorganisms by the application of an approved chemical agent.
B.1.3	<b>PARTITION</b>	The barriers between restroom stalls and walls or dividers within a facility which do not touch the ceiling.
B.1.4	<b>VACUUMING</b>	The complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner.
B.1.5	<b>POLISHING</b>	The application of an oil-based, high quality wood preservative to furnishings, and wiping the furnishings using a soft, non-abrasive cloth so as not to leave any residual surface polish.
B.1.6	<b>FIXTURE</b>	Toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains and any other items attached to the ceiling, wall, door or floor.
B.1.7	<b>WIPE</b>	To clean either horizontal or vertical surfaces with a wet cloth amended with detergent/disinfectant.
B.1.8	<b>SCRUB</b>	To scour or aggressively brush a surface or fixture using appropriate cleanser until the surface is clean and free of stains or residue.

B.1.9	<b>SPOT CLEAN</b>	To clean specific areas where dirt, dust, spots, streaks, stains, smudges, hard water deposits or other residue are evident.
B.1.10	<b>DUST</b>	To clean horizontal surfaces with a wet cloth amended with a no-wax cleaning and dusting spray, dust mop, or vacuuming with appropriate attachments. Dusting excludes methods that disperse dust, such as with a feather duster.
B.1.11	<b>RESILIENT FLOOR</b>	All vinyl tile and rubber, linoleum or other sheet type flooring products which are affixed to the sub flooring with mastic or adhesive.
B.1.12	<b>HARD SURFACE FLOOR</b>	All brick, terrazzo, ceramic tile, marble, stainless steel flooring products which are affixed to the sub flooring with anchors or mortar.
B.1.13	<b>EDGE OUT</b>	To vacuum and spot clean less accessible areas in corners or that are normally covered or blocked by moveable furniture, fixtures, or storage.
B.1.14	<b>MACHINE SCRUB</b>	To use a safe and well maintained mechanical device to remove or strip buildup on tile hard surface and resilient floors.

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

<b>ITEM #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
B.2.1	<b>Floor Care</b>	For all floor care operations where furniture and equipment shall 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 shall 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. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces shall be maintained so as to provide safe anti-slip walking conditions.

B.2.2	<b>Carpets</b>	Carpets shall be vacuumed thoroughly with an industrial type vacuum cleaner. 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 Custodial Contract Coordinator in writing.
B.2.3	<b>Sweeping &amp; Damp Mopping</b>	Sweeping and damp mopping of hard surface and resilient floors shall leave the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, behind doors, or on stair landings and treads. Sidewalks, entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.
B.2.4	<b>Wet Mopping &amp; Scrubbing</b>	
B.2.4.1		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.2.4.2		On completion of mopping and scrubbing, hard surface and resilient 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.2.4.3		To avoid cross-contamination, the same mop shall not be used in all areas within the facility. For instance, the mop to clean the restroom shall be different that the mop to clean the common areas.
B.2.4.4		<p>CONTRACTOR shall follow CDC guidelines and proper procedures for effective uses of mops, cloths, and solutions, such as:</p> <ol style="list-style-type: none"> <li>1. Prepare cleaning solutions daily or as needed, and replace with fresh solution frequently.</li> <li>2. Change the mop head frequently and also as required by facility policy.</li> <li>3. Clean mops and cloths after use and allow to dry before reuse daily or as needed; or use single-use, disposable mop heads and cloths.</li> </ol>



B.2.5	<b>Floor Finishing</b>	Floor finishing shall include the thorough cleaning of vinyl tile, rubber, or linoleum or other resilient floor surfaces and the application of an approved floor finishing material according to the following steps:
B.2.5.1	<b>Sweeping</b>	Floor shall be swept thoroughly and all gum and adhesive materials shall be removed.
B.2.5.2	<b>Stripping</b>	Completely remove old finish or wax from hard surface and resilient floors using a concentrated solution of an approved liquid cleaner. Cleaning solution is to be applied with a mop and scrubbed with an electric polishing machine with a scrub brush or a medium-grade scrubbing pad. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls, doors and furniture. Cleaning solution shall be taken up with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water to assure thorough rinsing. Floor shall be allowed to dry thoroughly after rinsing.
B.2.5.3	<b>Finishing</b>	Apply a minimum of four coats of approved floor finishing material, allowing sufficient drying time between each coat. Only the last coat should be applied up to, but not touching, the baseboard. All other coats should be applied to within four inches of the baseboard. (Note: If there are eight or more hours delay between the cleaning of the floor and applying the first coat of floor finish, or between the application of coats of floor finish, the areas shall be cleaned again to remove surface dirt and scuff marks before applying finish material.)
B.2.5.4	<b>Periodic Spray Buffing</b>	Floor shall be swept thoroughly. Damp mop floor and allow to dry. Spray buff floor using floor polishing machine, synthetic fiber pad and spray equipment containing 50% water and 50% floor finish of the same type as on the floor. Spray worn areas using a fine mist applied 2-3 feet ahead of the floor machine. Buff immediately to blend in with surrounding floor surface finish.
B.2.5.5	<b>Other Hard Floors</b>	Hard surface floors such as brick, terrazzo, ceramic tile, marble, stainless steel, etc, shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.
B.2.5.6	<b>Carpet Cleaning</b>	All carpets shall be deep cleaned using the wet extraction method at the scheduled frequencies, using approved industrial carpet

		cleaning equipment.
B.2.5.8	<b>Elevator Floors</b>	Where floor has resilient type covering, all necessary cleaning operations as described above shall be performed to provide a clean and polished appearance after each cleaning.
B.2.5.9	<b>Toilets</b>	Special attention shall be given to hard surface and resilient floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout. The cleaning of each toilet bowl should be completed by adding two (2) ounces of hospital grade detergent to water unless product directions specify otherwise.
B.2.5.10	<b>Garbage Removal</b>	Any garbage removed from the clinic sites shall be taken to the nearest COUNTY owned dumpster on the premises. Any garbage hauled from sites shall not be transported in personal vehicles belonging to the CONTRACTOR's staff.

**B.3 Dusting:**

ITEM #	ITEM	DESCRIPTION
B.3.1	<b>Dusting</b>	Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means: appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. 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 shall be found on any surface during routine inspections.
B.3.1.5		Avoid dusting methods that disperse dust. CONTRACTOR shall not feather dust.

**B.4 Damp Wiping:**

ITEM #	ITEM	DESCRIPTION
B.4	<b>Damp Wiping</b>	This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, such as lobby tables and reception counters, then drying to provide a clean, polished appearance. The

		wetting solution shall contain an appropriate approved cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.
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**B.5 Bright Metal Polishing:**

ITEM #	ITEM	DESCRIPTION
B.5	<b>Polishing</b>	This task may be performed by damp wiping and drying with a suitable cloth if a polished appearance can be attained. However, if a polished appearance cannot be produced, the Custodial Contract Coordinator shall be contacted for direction as to the use of an appropriate, approved metal polish.

**B.6 Window Washing and Glass Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.6.1	<b>Window &amp; Glass Cleaning</b>	After each washing operation in accordance with the specified frequency, all glass 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.6.2		Window sashes, sills and woodwork around interior glass and other surrounding areas shall be thoroughly wiped free of any drippings and watermarks.
B.6.3		When building occupants shall 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.
B.6.4		Window cleaning operations shall be performed in accordance with all federal, state and local laws and regulations, with special attention to any applicable safety requirements.

**B.7 Porcelain Ware Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.7.1	<b>Porcelain Ware Cleaning</b>	All porcelain fixtures (including drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.

B.7.2		Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.
B.7.3		Drinking fountains shall be kept free of trash, coffee grounds or other debris, and the nozzles free from any encrustation.

**B.8 Spot Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.8	<b>Spot Cleaning</b>	Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

**B.9 Policing:**

ITEM #	ITEM	DESCRIPTION
B.9	<b>Policing</b>	This task includes picking up and removing trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, lobbies, waiting areas and outside landings and steps at entrances and exits; maintaining cigar/cigarette ash receptacles in a neat and presentable condition at designated smoking areas (if located at or adjacent to entrances or exits); keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes and any excess water caused by inclement weather. Recyclable trash materials (paper, glass, plastic, aluminum, etc.) shall be deposited into appropriate recycling receptacles, if provided. If noon service or Day Porter Service is in effect, policing shall be performed as part of those services.

**B.10 Recycling:**

ITEM #	ITEM	DESCRIPTION
B.10.1	<b>Recycling</b>	All recycling receptacles shall be serviced with the same frequency as trash receptacles, unless specifically labeled "DO NOT SERVICE". Depending on the site, recycling receptacles may be positioned desk-side, in common areas, print rooms or other areas.
B.10.2		Recyclable materials shall be collected separately from trash and not comingled together.
B.10.3		Cardboard boxes, left in hallways, etc, shall be recycled by

		custodial staff regardless of its marking as recycling, trash or unlabeled. County employees are responsible for flattening cardboard containers prior to placing them in the hallways.
B.10.4		Shredded paper emptied from shredding machines shall be recycled (collected in a clear plastic liner or paper bag).
B.10.5		Liners are discouraged in small capacity recycling bins, although recycling material may be consolidated into clear plastic liners from multiple small recycling bins.
B.10.6		For larger recycling bins requiring liners, only clear plastic liners may be used.
B.10.7		Recycling shall be placed in appropriate outside recycling dumpster. County shall arrange to have mixed recycling dumpsters placed at sites.
B.10.8		All Custodial staff shall be made available to receive recycling training which shall be provided by the County.

*--End of Attachment B--*

## **ATTACHMENT C, CLEANING REQUIREMENTS**

### **CLEANING REQUIREMENTS, 1 DAY CLEANING**

#### **RESTROOM CLEANING, ONE DAY PER WEEK ALLOWED TO COMPLETE THESE SERVICES, ALL OTHER SERVICES TO BE PERFORMED AT THE FREQUENCIES INDICATED IN THIS LISTING**

- DR RESTROOM CLEANING
- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

#### **ROUTINE SERVICE, ONE DAY PER WEEK ALLOWED TO COMPLETE THESE SERVICES**

- DG GENERAL CLEANING
- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

#### **DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

#### **DD DUSTING**

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

#### **DW WINDOW CLEANING**

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

## **ATTACHMENT C**

### **CLEANING REQUIREMENTS, 1 DAY CLEANING CATEGORY, continued**

#### **MONTHLY SERVICE**

##### **MG GENERAL CLEANING**

- MG1 Remove fingerprints from doors, walls, and light switches
- MG2 Clean and disinfect common area and break area trash receptacles inside and outside
- MG3 Wipe all handrails including stairwells
- MG4 Wipe all plastic, wood or non-upholstered seating and benches

##### **MF FLOOR & CARPET CARE**

- MF1 Entirely damp mop hard surface and resilient floors
- MF2 Spot clean all carpeted floors

##### **MR RESTROOM CLEANING**

- MR1 Scrub all sinks using a cleaner appropriate for the fixture
- MR2 Scrub toilets and urinals inside using a bowl cleaner appropriate for the fixture

##### **MD DUSTING**

- MD1 All window and door sills
- MD2 All tops of ledges, baseboards, and partitions
- MD3 Remove all cobwebs from ceilings, corners, and crevices
- MD4 All stairwell surfaces

#### **SEMIANNUAL SERVICE**

##### **SF FLOOR & CARPET CARE**

- SF1 Shampoo all carpeted areas using bonnet method
- SF2 Strip, refinish and buff all hard surface floors using an acrylic finish
- SF3 Buff all hard surface and resilient floors using a high-speed machine

##### **SR RESTROOM CLEANING**

- SR1 Machine scrub restroom floors (porcelain tile floors)
- SR2 Clean and disinfect all walls and partitions

##### **SD DUSTING**

- SD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet
- SD2 All blinds
- SD3 Vacuum all upholstered furniture

##### **SW WINDOW CLEANING**

- SW1 Wash the inside of all windows and the outside of the first floor windows

##### **SO OTHER CLEANING**

- SO1 Remove marks on doors and clean door kick plates

#### **ANNUAL SERVICE**

##### **AF FLOOR & CARPET CARE**

- AF1 Steam/Extraction clean all carpeted areas

**ATTACHMENT C**  
**CLEANING REQUIREMENTS, 2 DAY CLEANING CATEGORY**

**RESTROOM CLEANING TO BE PERFORMED DAILY, ALL OTHER SERVICES TO BE PERFORMED AT THE FREQUENCIES INDICATED IN THIS LISTING**

- DR RESTROOM CLEANING, TO BE PERFORMED DAILY
- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

**ROUTINE SERVICE, TWO DAYS PER WEEK ALLOWED TO COMPLETE THESE SERVICES**

- DG GENERAL CLEANING
- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

**DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

**DD DUSTING**

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

**WEEKLY SERVICE**

**WG GENERAL CLEANING**

- WG1 Remove fingerprints from doors, walls, and light switches
- WG2 Clean and disinfect common area and break area trash receptacles inside and outside
- WG3 Wipe all handrails including stairwells
- WG4 Wipe all plastic, wood or non-upholstered seating and benches

**WF FLOOR & CARPET CARE**

- WF1 Entirely damp mop hard surface and resilient floors
- WF2 Spot clean all carpeted floors

**WR RESTROOM CLEANING**

- WR1 Scrub all sinks using a cleaner appropriate for the fixture
- WR2 Scrub toilets and urinals inside using a bowl cleaner appropriate for the fixture



**ATTACHMENT C**  
**CLEANING REQUIREMENTS, 2 DAY CLEANING CATEGORY, continued**

- 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  
WW WINDOW CLEANING  
WW1 Clean entry door and lobby glass inside and outside  
WW2 Clean all interior partition and counter glass  
WW3 Clean all interior door glass

**MONTHLY SERVICE**

- MF FLOOR & CARPET CARE  
MF1 Scrub and seal/refinish all hard surface and resilient floors using a product appropriate for each surface  
MF2 Edge out all carpet (areas that are out of reach during normal vacuuming)

**MR RESTROOM CLEANING**

- MR1 Clean and disinfect all walls and partitions

**MD DUSTING**

- MD1 Vacuum all upholstered furniture  
MD2 All blinds

**MO OTHER CLEANING**

- MO1 Remove marks on doors and clean door kick plates

**SEMIANNUAL SERVICE**

- SG GENERAL CLEANING  
SG1 Wipe exterior of all desks, filing cabinets, and tables

**SF FLOOR & CARPET CARE**

- SF1 Shampoo all carpeted areas using bonnet method  
SF2 Strip and seal/refinish all hard surface and resilient floors using a product appropriate for each surface  
SF3 Buff all hard surface and resilient floors using a high-speed machine

**SR RESTROOM CLEANING**

- SR1 Machine scrub and seal restroom hard surface floors (porcelain tile floors)  
SR2 Clean and disinfect all walls and partitions

**SD DUSTING**

- SD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet

**SW WINDOW CLEANING**

- SW1 Wash the inside of all windows and the outside of the first floor windows

**ANNUAL SERVICE**

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

## **ATTACHMENT C**

### **CLEANING REQUIREMENTS, 3 DAY CLEANING CATEGORY**

Same Tasks and Standards as described in 2 DAY CLEANING CATEGORY

### **CLEANING REQUIREMENTS, 5 DAY CLEANING CATEGORY**

#### **ROUTINE SERVICE, TO BE PERFORMED DAILY**

#### **DR RESTROOM CLEANING, TO BE PERFORMED DAILY**

- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

#### **DG GENERAL CLEANING**

- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

#### **DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

#### **DD DUSTING**

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

#### **DW WINDOW CLEANING**

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

#### **WEEKLY SERVICE**

#### **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

#### **WF FLOOR & CARPET CARE**

- WF1 Entirely damp mop hard surface and resilient floors

**ATTACHMENT C**  
**CLEANING REQUIREMENTS, 5 DAY CLEANING CATEGORY, continued**

- WF2 Spot clean all carpeted floors
- WF3 Buff all hard surface and resilient floors using a high-speed machine

**WR RESTROOM CLEANING**

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

**WD DUSTING**

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

**MONTHLY SERVICE**

**MF FLOOR & CARPET CARE**

- MF1 Scrub and seal/refinish all hard surface and resilient floors using a product appropriate for each surface
- MF2 Edge out all carpet (areas that are out of reach during normal vacuuming)

**MR RESTROOM CLEANING**

- MR1 Clean and disinfect all walls and partitions

**MD DUSTING**

- MD1 Vacuum all upholstered furniture
- MD2 All blinds

**QUARTERLY SERVICE**

**QG GENERAL CLEANING**

- QG1 Wash exterior of all desks, filing cabinets, and tables

**QF FLOOR & CARPET CARE**

- QF1 Shampoo all carpeted areas using bonnet method
- QF2 Strip and seal/refinish all hard surface and resilient floors using a product appropriate for the surface
- QF3 Buff all hard surface and resilient floors using a high-speed machine

**QR RESTROOM CLEANING**

- QR1 Machine scrub and seal restroom hard surface floors (porcelain tile floors)

**QD DUSTING**

- QD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet

**QW WINDOW CLEANING**

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

**ANNUAL SERVICE**

**AF FLOOR & CARPET CARE**

- AF1 Steam/Extraction clean all carpeted areas

**NOON SERVICES Monday thru Friday 12:00-1:00**

**NOTE: There is a firm 12:00 start time and 1:00 depart time due to client scheduling**

**CLEAN ALL RESTROOMS**

Clean sinks

Empty all wastebaskets

Damp mop floors using hospital grade disinfectant solution

Fill all dispensers

**CLINIC AREA**

Empty all wastebaskets

Refill all paper towel dispensers

*--End of Attachment C--*

ABM JOURNAL

**ATTACHMENT E  
 UNIT PRICING OF AUGMENTED SERVICES, EXPANSION, RELOCATION**

The County has a need for augmented services that occur during business hours. Sites requiring those services are identified in Attachment D. County departments periodically relocate to new sites, expand within existing sites, consolidate and/or vacate sites.

Proposers are required to submit unit pricing for the following, in response to these existing and future needs:

ADDITIONAL SERVICES		UNIT	UNIT PRICE
NOON SERVICE (to augment five day service)		hourly per site	24.73
DAY PORTER 8 HOUR BUSINESS DAY (to augment 5 day service)		hourly per campus/site	24.73
Unit price to increase square footage at a site already served		sq foot	see comment one
Unit price to expand to a new site		sq foot	see comment two
Unit credit to decrease square footage of existing site		sq foot	see comment three

- Comment One:  
Based on the prevailing price per square foot rate per site.
- Comment Two:  
Based on cleaning specifications and frequencies.
- Comment Three:  
Vacancy credit equal to 85% of the prevailing price per square foot rate per site.



ATTACHMENT G

GS-42

Green Seal™ Environmental Standard  
for Cleaning Services

First Edition

September 1, 2006

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THE MARK OF ENVIRONMENTAL RESPONSIBILITY

Green Seal, Inc. • 1001 Connecticut Ave., NW, Suite 827 • Washington, DC 20036-5525 • (202)

872-6400 • Fax (202) 872-4324 [www.greenseal.org](http://www.greenseal.org)

Green Seal's Environmental Standards are copyrighted to protect Green Seal's publication rights, not to restrict their use in product design or evaluation.

RFP #10105, ATTACHMENT G

## GREEN SEAL™

Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education. Green Seal's mission is to work towards environmental sustainability by identifying and promoting environmentally responsible products, purchasing, and production. Through its standard setting, certification and education programs, Green Seal:

- identifies products that are designed and manufactured in an environmentally responsible manner;
- offers scientific analyses to help consumers make educated purchasing decisions regarding environmental impacts;
- ensures consumers that any product bearing the Green Seal Certification Mark has earned the right to use it; and
- encourages manufacturers to develop new products that are significantly less damaging to the environment than their predecessors.

The intent of Green Seal's environmental requirements is to reduce, to the extent technologically and economically feasible, the environmental impacts associated with the manufacture, use and disposal of products. Set on a category-by-category basis, Environmental Standards focus on significant opportunities to reduce a product's environmental impact.

Green Seal offers certification to all products covered by its Standards. Manufacturers may submit their products for evaluation by Green Seal. Those which comply with Green Seal's requirements may be authorized to use the Green Seal Certification Mark on products and in product advertising. Manufacturers authorized to use the Green Seal Certification Mark on their product are subject to an ongoing program of testing, inspection, and enforcement.

For additional information on Green Seal or any of its programs, contact:

Green Seal  
1001 Connecticut Avenue, NW, Suite 827  
Washington, DC 20036-5525  
(202) 872-6400  
[www.greenseal.org](http://www.greenseal.org)

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**List of Acronyms**

CRI	Carpet and Rug Institute
CSP	Cleaning Service Provider
dBA	decibels
EPA	Environmental Protection Agency
GS	Green Seal
HVAC	Heat, Ventilation, and Air Conditioning
IPM	Integrated Pest Management
MSDS	Material Safety Data Sheet
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure
SORE	Small Off-Road Engines or Equipment

## FOREWORD

**A. Certification.** This Environmental Standard contains the basic requirements for certain products (as defined in the Scope section below) to be certified by Green Seal™ and for their manufacturers to receive authorization to use the Green Seal Certification Mark on products and their packaging, and in product advertising. The requirements are based on an assessment of the environmental impacts of product manufacture, use, and disposal and reflect information and advice obtained from industry, trade associations, users, government officials, environmental and other public interest organizations, and others with relevant expertise. These requirements are subject to revision as further experience and investigation may show is necessary or desirable.

**B. Compliance with the Standard.** Compliance with this Standard is one of the conditions of certification of a product by Green Seal.

**C. Compliance with Government Rules.** In order to be authorized to use the Green Seal Certification Mark, the manufacturer of the certified product must disclose all governmental allegations or determinations of violation of federal, state, or local environmental laws or regulations with respect to facilities in which the product is manufactured. Certification will be denied any product manufactured in violation of environmental laws or regulations if, in Green Seal's judgment, such violations indicate that the environmental impacts of the product significantly exceed those contemplated in the setting of the standard.

**D. Limitations on Purpose of Standard.** Green Seal's Standards provide basic criteria to promote environmental quality. Provisions for product safety have not been included in this Standard because government agencies and other national standard-setting organizations establish and enforce safety requirements.

**E. Substantially Equivalent Products.** Products that are substantially similar to those covered by this standard in terms of function and environmental impact may be evaluated and certified by Green Seal against the intent of the requirements of this standard.

**F. Unanticipated Environmental Impacts.** A product which complies with this Standard will not necessarily be certified by Green Seal if, when examined and tested, it is found to have other features which significantly increase its impact on the environment. In such a situation, Green Seal will ordinarily amend its standards to account for the unanticipated environmental impacts.

**G. Certification Agreement and Green Seal Rules.** In order to be authorized to apply the Green Seal Certification Mark to a product or its packaging, or to use the Green Seal Certification Mark in product advertising, the manufacturer of the product must (1) undergo an initial product evaluation to determine that the product complies with Green Seal's requirements, (2) sign a Green Seal Certification Agreement that, among other things, defines how and where the Green Seal may be used, (3) pay fees to cover the costs of testing and monitoring, (4) agree to an ongoing program of factory inspections and product testing, and (5) comply with the requirements found in the most recent version of "Rules Governing the Use of the Green Seal Certification Mark."

**H. Disclaimer of Liability.** Green Seal™, in performing its functions in accordance with its objectives, does not assume or undertake to discharge any responsibility of the manufacturer or any other party. Green Seal shall not incur any obligations or liability for damages, including consequential damages, arising out of or in connection with the interpretation of, reliance upon, or any other use of this Standard.

**I. Care in Testing.** Many tests required by Green Seal's Standards involve safety considerations. Adequate safeguards for personnel and property should be employed in conducting such tests.

**J. Referenced Standards.** Standards referenced in this document may have been superseded by a later edition, and it is intended that the most recent edition of all referenced standards be used in determining compliance of a product with this standard.

**K. Labeling Requirements.** This standard neither modifies nor supersedes government labeling requirements. Labeling language which varies in form from the requirements of this section may be used with the written approval of Green Seal.

## ENVIRONMENTAL STANDARD

### 1.0 SCOPE

This Standard establishes requirements for cleaning service providers, including in-house and external cleaning services, to create a green cleaning program that protects human health and the environment. For the purposes of this Standard, green cleaning encompasses all indoor activities typically required to clean commercial, public, and industrial buildings. Maintenance of exterior areas such as parking lots, grounds, or picnic areas is excluded from the Standard, with the exception of areas directly outside building entryways. This Standard does not cover residential buildings.

### 2.0 DEFINITIONS

The definitions listed here may differ from those of other, established, Green Seal standards; where a specific Green Seal standard is not referenced, these definitions apply.

**Cleaning Service Provider:** An organization or service within an organization that provides cleaning services to commercial or institutional building owners and operators, including both in-house and external providers.

**Client:** The organization or entity contracting for the professional services of a cleaning provider or, alternatively, the client of an in-house operation.

**Concentrate:** A product that must be substantially diluted with water to form the appropriate solution for use (typically at least 1:8, or as appropriate for the particular product category).

**Disinfect:** A process for hard inanimate surfaces undertaken to destroy or irreversibly inactivate infectious fungi and bacteria, but not necessarily their spores.

**Environmentally Preferable Product:** A product certified as such by a Type 1 (i.e., third-party) environmental label that was developed in accordance with the ISO 14024 Environmental Labeling Standard. Alternatively, a product may be designated as environmentally preferable by an established and legitimate, nationally-recognized program developed with the purpose of identifying environmentally preferable products. The program must not have any financial interest or stake in sales of the product, or other conflict of interest. Such designation must be based on consideration of human health and safety, ecological toxicity, other environmental impacts, and resource conservation, as appropriate, for the product and its packaging, on a life cycle basis. Product criteria must distinguish market leadership for that product category, and be publicly available and transparent.

**Sanitize:** A process intended to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations.

**Vulnerable Populations:** Vulnerable populations represent people who are more susceptible than the general population to chemicals and products that might pose a risk to human health. These populations include but are not limited to children, pregnant women, the elderly and infirm, people sensitive to chemical exposures (e.g., fragrances), and other occupants, customers, or employees that may have a higher susceptibility to cleaning operations.

### **3.0 PLANNING REQUIREMENTS**

#### **3.1 Standard Operating Procedures**

Cleaning Service Providers shall develop and maintain a set of written guidelines or Standard Operating Procedures (SOPs) that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training and inspection programs, and reporting and record keeping procedures. These guidelines shall be made available to all cleaning personnel and clients. In addition, a Building-specific Green Cleaning Plan must be developed in accordance with Section 3.2 for every building to be cleaned under green cleaning standards per agreement with client. SOPs shall be reviewed for possible revisions on an annual basis.

#### **3.2 Building-Specific Green Cleaning Plan**

The Cleaning Service Provider shall have a Building-specific Green Cleaning Plan in place that comprehensively describes the methods by which a facility is cleaned effectively while protecting human health and the environment. In addition to typical cleaning concerns, the Green Cleaning Plan shall:

**3.2.1** Define a comprehensive communications plan as established with the client. The plan shall describe procedures for cleaning personnel to communicate with building management and occupants, as well as a system for providing feedback from building management and occupants.

**3.2.2** Develop and implement a floor maintenance plan, consistent with manufacturers' maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.

**3.2.3** Determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections, and accident preparedness plans.

- Schedule of cleaning operations detailing the minimum frequency required to clean and maintain the area to a level that adequately protects human health and the environment.

- Schedule of cleaning operations shall be reviewed at a minimum of twice per year and adjusted as needed in response to the changing needs of the building and its occupants.

### 3.2.4 Provide a detailed description of how green cleaning operations shall address:

- Cleaning procedure requirements for such special areas as high-traffic areas, dining and food preparation areas, laboratories, and entryways.
- Storage and use of chemicals within the facility, including consideration of proper ventilation, dilution control procedures, adequate security, and proper management of the area.
- Vulnerable populations such as children, asthmatics, and pregnant women (see Sections 5.11 and 6.2.1).
- Indoor sources of contaminants or pollution, both temporary and permanent, such as building renovations, indoor plants, and new carpet installations.
- Special requirements for operations involving potentially hazardous materials such as the maintenance of floors containing asbestos or compliance with OSHA Bloodborne Pathogens Standards.
- Cleaning in areas with special engineering concerns such those with inadequate ventilation, poor lighting, and restricted access.
- Seasonal or periodic conditions and periods of increased or decreased use (e.g., school vacation closures).
- Requirements of the building Integrated Pest Management System.
- Special cleaning requirements or conditions that may affect the frequency of cleaning or negatively impact human health or the environment.

### 3.3 Powered Equipment Use/ Maintenance Plan

The Cleaning Service Provider shall develop, adopt, and maintain a plan for the use of powered janitorial equipment that maximizes the effective reduction of building contaminants with minimum environmental impact. Cleaning Service Providers shall evaluate that the janitorial equipment currently being used is functioning properly (as validated by equipment manufacturer or by reputable third party service organization) or that it is tagged out of service. Cleaning Service Providers shall develop a plan for the phase-out of equipment that does not, at a minimum, meet the following specifications:

- Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
- Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.
- Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 dBA.
- Propane-powered floor equipment must have low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or

Equipment (SORE) program, and shall be equipped with catalytic and exhaust monitoring systems in addition to other requirements for floor equipment set out in the section.

- Current in-use propane-powered equipment may only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
- Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

A component of this plan also shall include a quarterly maintenance program that inspects and maintains the performance of janitorial equipment, as defined by the equipment vendor and records results in a maintenance log.

#### **4.0 REQUIREMENTS FOR PRODUCTS, SUPPLIES, AND EQUIPMENT**

##### **4.1 Environmentally Preferable Cleaning Products and Supplies**

**4.1.1** For the following categories of cleaning products and supplies, the Cleaning Service Provider shall use only environmentally preferable products:

- General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
- Floor finishes and floor strippers;
- Liquid hand soap;
- Toilet tissue and facial tissue;
- Paper towels and napkins.

**4.1.2** Plastic trash can liners shall contain a minimum of 10% post-consumer recycled content.

##### **4.2 Powered Cleaning Equipment**

All new, powered janitorial equipment purchased in this category shall meet the criteria listed in Section 3.3. These products include powered floor scrubbers, burnishers, steam extractors, vacuum cleaners, and power washers, and other powered cleaning equipment.

#### **5.0 CLEANING PROCEDURE REQUIREMENTS**

##### **5.1 Reducing Chemical Waste/Efficient Use of Chemicals**

Cleaning Service Providers shall:

**5.1.1** Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.

**5.1.2** Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis.

5.1.3 Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.

5.1.4 Train workers in the safe and effective use of all relevant chemical cleaning products.

5.1.5 Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.

5.1.6 Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.

5.1.7 Prevent other building areas from being adversely affected.

5.1.8 Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

## 5.2 Reducing Solid Waste

Cleaning Service Providers shall:

5.2.1 Purchase chemical products and supplies in quantities that minimize the amount of packaging and container waste generated.

5.2.2 Whenever practicable, use reusable cleaning cloths or microfiber technology in lieu of paper products. Within 2 hours of use, dispose of, rinse, or place in a sealable container (i.e., metal flammable rag canister, locking plastic bag, etc.) that minimizes evaporation of cleaning product from all cleaning towels, cloths, and materials. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.

5.2.3 Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community.

## 5.3 Vacuum Use/Maintenance

The following requirements apply to the use of vacuum cleaners in Sections 5.4 and 5.5.

5.3.1 Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.

5.3.2 Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.



5.3.3 Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

#### 5.4 Entryways

Cleaning Service Providers shall:

5.4.1 Keep outside entryways clean and free of debris through daily cleaning.

5.4.2 Ensure the use of walk-off matting both inside and outside building entryways that, at a minimum, meets the following requirements: 6-10 feet of scraper/wiper matting, followed by 6-10 feet of wiper matting, for an overall total of 12-20 feet of matting for every entry point to the building.

5.4.3 Vacuum matting daily or more frequently, if required (e.g., high traffic areas) to prevent migration of contaminants into the building.

#### 5.5 Floor Care

Floor care operations covered under the Standard include those for hard floors (e.g., resilient flooring) and carpets.

##### 5.5.1 Hard Floor Maintenance

5.5.1.1 For routine hard floor maintenance, the Cleaning Service Provider shall:

Vacuum to remove and contain particulate matter from flooring surfaces, or alternatively, use mops equipped with reuseable/cleanable collection heads or equivalent. Hard floors shall be cleaned on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for cleaning shall be:

- Daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Scheduled, as appropriate, to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

5.5.1.2 For periodic maintenance of hard floors, the Cleaning Service Provider shall:

- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

- Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- When floor restoration chemicals are used, apply with mop-on or autoscrubber methods rather than spray application.
- Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

**5.5.1.3** For restorative maintenance the Cleaning Service Provider shall:

- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
- Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and recoat operations to ensure adequate ventilation.
- Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
- Provide reasonable notice to building management prior to the commencement of non-routine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

**5.5.2** Carpet Maintenance

**5.5.2.1** Routine carpet maintenance criteria include the following:

Carpets shall be vacuumed on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for vacuuming shall be:

- Vacuum daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Vacuum to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

**5.5.2.2** Periodic light carpet cleaning is necessary to maintain carpeted floors.

Restorative deep carpet cleaning operations are appropriate when light carpet cleaning is insufficient to clean carpeted areas in heavy use areas. For periodic and restorative cleaning, the Cleaning Service Provider shall:

- Provide reasonable notice to building management prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

- Perform carpet extraction on an as-needed basis rather than according to a regular schedule.
- Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12-hours when cleaning carpets or performing carpet extraction.
- Schedule carpet extraction to coincide with a period of minimum building occupancy.

## 5.6 Disinfection

For cleaning operations that involve disinfection the Cleaning Service Provider shall:

**5.6.1** Perform disinfection in areas or on surfaces where pathogens can collect and breed, such as in restrooms or on door handles, bathroom faucets, and other fomites. Use disinfectants only where required.

**5.6.2** Perform disinfection using only EPA-registered disinfectants or EPA-registered disinfection devices.

**5.6.3** When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate), and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).

## 5.7 Restroom Care

The following requirements apply:

**5.7.1** Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operations.

**5.7.2** Daily clean and disinfect surfaces touched by hands (e.g., door knobs, light switches, handles, etc.); clean and disinfect more frequently as traffic requires.

**5.7.3** Control and remove standing moisture from floor and bathroom surfaces in a timely manner.

**5.7.4** Use restroom cleaning equipment specifically for restroom cleaning only. Restroom cleaning equipment, excepting powered equipment, shall not be used to clean any other areas of the building. Specific situations where it is more efficient and sanitary to clean otherwise are exempt, such as hospital patient rooms with restrooms.

**5.7.5** Pull bathroom trash liners daily at a minimum and disinfect the trash receptacle.

**5.7.6** Fill all drain traps on a regular basis.

## **5.8 Dining Areas and Break Rooms**

Requirements for the cleaning of dining areas and break rooms shall include the following:

**5.8.1** Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health.

**5.8.2** Daily clean and sanitize surfaces that hands touch (e.g., faucet handles, drinking fountains, cafeteria lines).

**5.8.3** Equip waste containers likely to collect food waste with a cover, and empty once per day or when full; clean and sanitize daily.

## **5.9 Trash Collection and Recycling**

**5.9.1** Waste containers in food areas are addressed in Section 5.8.3 and restrooms are addressed in Section 5.7.5. Trash collection criteria for other areas include the following:

**5.9.1.1** Remove trash and replace liners only when they are soiled from wet trash, become broken, or as required; remove and dispose of trash before weekends and holidays.

**5.9.1.2** Dispose of trash in external, covered containers away from the immediate exterior of the building.

**5.9.2** In those situations where building management has implemented a recycling program, Cleaning Service Providers shall play a supporting role by conducting the following activities:

**5.9.2.1** Mark recycling stations clearly; stations shall be accessible to building occupants.

**5.9.2.2** Collect and remove from the building food-related recyclables (e.g., soda cans) prior to weekends and holidays.

**5.9.2.3** Inspect and clean recycling areas daily, including collection containers. Collect soda and other beverage containers weekly or more frequently as required.

**5.9.2.4** Work with building management to determine the following:

- Procedures for rinsing and separation of recyclables.
- Location and procedures for collecting recyclables.
- Periodic status of the recycling program including effectiveness and any problems regarding separation or collection of potential recyclable content.

## 5.10 Indoor Plants

Maintenance of indoor plants shall include the following:

- Collect and dispose of plant debris, such as fallen leaves and flower petals.
- Ensure that plants are not in direct contact with carpet.
- Move plants away from HVAC vents.

In the event that indoor plant care is not the responsibility of the Cleaning Service Provider, the Cleaning Service Provider shall notify building management of situations where indoor plants are interfering with or compromising cleaning such as instances not in compliance with the above-listed criteria.

## 5.11 Vulnerable Populations

In situations where cleaning operations have the potential to adversely affect any identified members of a vulnerable population, the Cleaning Service Provider shall:

**5.11.1** Schedule daily cleaning activities to avoid exposure of vulnerable populations to the cleaning process.

**5.11.2** Adopt alternative cleaning practices that minimize or make unnecessary the use of cleaning chemicals.

**5.11.3** Use cleaning chemicals in areas only where sufficient ventilation is present to allow chemicals to dissipate before the area becomes repopulated. Provide additional ventilation through the use of blowers to enhance the rate of chemical dissipation.

**5.11.4** Conduct cleaning operations in a manner that prevents the transfer of impacts to other areas of the building that may contain vulnerable populations.

## 6.0 COMMUNICATIONS REQUIREMENTS

To ensure the success of the Building Specific Green Cleaning Plan, the Cleaning Service Provider must have a communications strategy with regard to cleaning personnel and facility managers. The communications plan shall be developed in conjunction with building owners, facility managers, and building occupants.

**6.1** Cleaning Service Providers shall:

**6.1.1** Provide employees with proper initial, on-site, or site-specific and annual in-service training. Training shall be done in a manner that respects any unique needs of the employee, such as limited English proficiency, physical challenges, or learning disabilities.

**6.1.2** Ensure that a system is in place for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improvements in the provision of services.

**6.1.3** Communicate to the management or owners of the building the presence of pests and any maintenance issues discovered while performing cleaning operations.

**6.1.4** Provide materials to facility managers that define opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments (e.g., reporting spills and making attempts to reduce clutter in personal spaces).

**6.1.5** Provide notification to building management of any cleaning products used in the building. This shall include a list of all chemicals that may be used. It also shall include the name, address, and phone number of the contact person; a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building; and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.

**6.1.6** Provide product MSDSs in a timely manner upon request.

**6.2** Facility managers shall be requested by CSPs to:

**6.2.1** Identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels, etc.) and have a process in place to work with management, cleaning staff, and individuals to mitigate the problem.

## **7.0 TRAINING REQUIREMENTS**

All cleaning personnel shall be trained in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures. In addition, procurement officers shall be trained in the selection of green cleaning materials (Section 4).

**7.1** Upon hiring, all cleaning personnel are required to undergo initial training on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment. This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.

**7.2** As part of initial training, all personnel are to be given standard safety training including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by Cleaning Service Providers and their personnel.

**7.3** Site-specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned. Site-specific training shall cover:

- Facility specific cleaning plan.
- Tailored procedural training (e.g., servicing areas for vulnerable populations) based on the Building-specific Green Cleaning Plan.
- Hazardous communication standards.

7.4 All employees shall receive continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon initial employment, followed by 24 hours of in-service training, continuing education, and/or professional development opportunities on an annual basis. Contractor management/supervisors shall have at least 24 hours of in-service training and/or education on an annual basis.

7.5 Records of training shall be maintained on each employee for all training specified within this Standard. The documentation shall include topics of what was included in the training, including a general outline of information covered, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records shall be retained for two years from their hiring date; records shall be retained for one year for former employees.

## 8.0 CERTIFICATION AND LABELING REQUIREMENTS

This Environmental Standard provides a benchmark for environmentally responsible cleaning services as well as a basis for evaluating and certifying such services in The Green Seal™ Certification Program. The Certification Program has an established procedure for accepting applications for products or services, evaluating them to an applicable Green Seal Environmental Standard, and certifying those that meet all the requirements for certification.

The certification requirements for Cleaning Service Providers include meeting all the criteria provided in this Standard in previous sections. Cleaning Service Providers that apply for certification will have to provide documentation demonstrating compliance with the criteria. In addition, to verify compliance, Green Seal will conduct on-site audits that may include the Cleaning Service Provider's own facilities, as well as a sample of the facilities cleaned by the Cleaning Service Provider.

Green Seal also conducts monitoring of certified products or services to ensure continued compliance with the requirements of certification. In this case, Cleaning Service Providers will have to maintain compliance with the criteria in this Standard and will be evaluated periodically by Green Seal to demonstrate that they do.

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After an applicant goes through the evaluation process, they will be notified if they meet all the requirements for their cleaning service to become Green Seal-certified. Upon certification, the Cleaning Service Provider will be licensed to use the Green Seal Certification Mark with respect to the certified service in accordance with the rules governing use of the Mark.

The Green Seal Certification Mark may appear in the advertising materials of a Cleaning Service Provider with respect to the cleaning service certified under this Standard.

The Green Seal Certification Mark shall not be used in conjunction with any modifying terms, phrases, or graphic images that might mislead consumers as to the extent or nature of the certification. All text and graphics using the Green Seal Certification Mark and Green Seal's name in advertising, brochures, reports, promotional or other materials shall be approved in writing by Green Seal.

Wherever the Green Seal Certification Mark appears, there must be a description of the basis for certification. The description shall be in a location, style, and typeface that are easily readable by the consumer. Unless otherwise approved in writing by Green Seal, the description shall read as follows:



"This cleaning service meets the criteria of the Green Seal™ Environmental Standard for Cleaning Services for reduced toxicity, waste, and exposure."

For use at specific facilities, unless otherwise approved in writing by Green Seal, the description shall read as follows:

"This facility is cleaned by a service that meets the criteria of the Green Seal™ Environmental Standard for Cleaning Services for reduced toxicity, waste, and exposure."

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**RENEWAL AGREEMENT & AMENDMENT #11  
TO MASTER AGREEMENT  
FOR CUSTODIAL AND MAINTENANCE SERVICES AND SUPPLIES  
By and between  
COUNTY OF MONTEREY  
&  
FIRATO SERVICE CO.**

This **RENEWAL AGREEMENT & AMENDMENT #11** is made to the MASTER AGREEMENT for the provision of CUSTODIAL AND MAINTENANCE SERVICES AND SUPPLIES by and between FIRATO SERVICE CO., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 26, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT's 1-10 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 26, 2008.

MONTEREY COUNTY

CONTRACTOR

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

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

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

Rich FIRATO  
\_\_\_\_\_  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/26/13  
\_\_\_\_\_

\_\_\_\_\_  
Deputy Auditor/Controller

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

Dated: 6-26-13  
\_\_\_\_\_

Approved as to Liability Provisions:

\_\_\_\_\_  
Printed Name and Title

N/A

\_\_\_\_\_  
Risk Management

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

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

Approved as to Form:

\_\_\_\_\_  
Deputy County Counsel

Dated: 6-26-13  
\_\_\_\_\_

\*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.

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A – 11209; A-11210; A-11211**

Approve and authorize the Contracts/Purchasing Officer to sign )  
Master Agreements with **Clean Innovation**, ABM Janitorial )  
Service, and Firato Service Company, to provide **custodial and** )  
**maintenance services** and supplies for County of Monterey )  
departments for the initial term of three (3) years, from the date of )  
signing the Agreements through June 30, 2011, including the )  
option to extend the Agreement for two (2) additional one (1) year )  
periods, with a yearly aggregate value estimated not to exceed )  
\$1,500,000 for all agreements, in accordance with the terms and )  
conditions set within each agreement. )

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

Approved and authorized the Contracts/Purchasing Officer to sign Master Agreements with Clean Innovation, ABM Janitorial Service, and Firato Service Company, to provide custodial and maintenance services and supplies for County of Monterey departments for the initial term of three (3) years, from the date of signing the Agreements through June 30, 2011, including the option to extend the Agreement for two (2) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$1,500,000 for all agreements, in accordance with the terms and conditions set within each agreement.

PASSED AND ADOPTED this 24<sup>th</sup> day of June, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter  
NOES: None  
ABSENT: None

I, Annette D'Adamo, Interim 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 74 for the meeting on June 24, 2008.

Dated: June 25, 2008

Annette D'Adamo, Interim Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_

*Paula L. ...*  
Deputy

**AMENDMENT #9 TO AGREEMENT**  
**by and between**  
**COUNTY OF MONTEREY and FIRATO SERVICE CO.**

**THIS AMENDMENT #9** is made to the AGREEMENT (RFP #10105) for the provision of **Custodial and Maintenance Services and Supplies** by and between **Firato Service Company**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's option to extend for one (1) additional year.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.1, "TERM OF AGREEMENT", shall be amended to the following;

"The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2013."

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 24, 2008.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AMENDMENT #9 as follows:

MONTEREY COUNTY

[Signature]  
Contracts/Purchasing Officer

Dated: JUL 12 2012

Approved as to Fiscal Provisions:  
[Signature]  
Auditor/Controller

Dated: 6-26-12

Approved as to Liability Provisions:  
  
Risk Management

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

Approved as to Form:  
[Signature]  
Assistant County Counsel *deputy*

Dated: 6-29-12

CONTRACTOR

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

Richard FIZATO PRESIDENT  
Printed Name and Title

Dated: 6-4-12

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Julienne M. FIZATO CFO  
Printed Name and Title

Dated: 6-4-12

\*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.

## AMENDMENT #8 TO AGREEMENT

### COUNTY OF MONTEREY & FIRATO SERVICE CO.

**THIS AMENDMENT** is made to the AGREEMENT (RFP #10105) for the provision of **Custodial and Maintenance Services and Supplies** by and between **Firato Service Company**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's option to extend for one (1) additional year.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section **3.1**, "TERM OF AGREEMENT", shall be amended to the following;


"The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012 with the option to extend the AGREEMENT for one (1) additional one (1) period."

- 2 Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 24, 2008.

**IN WITNESS WHEREOF**, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated 6-17-11

CONTRACTOR

By   
Company Representative

Printed Name Rich Firato

Dated 5/31/11

APPROVED AS TO FISCAL PROVISIONS:

  
Deputy Auditor-Controller

Dated 6-2-11

File

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
AND  
FIRATO COMMERCIAL BUILDING MAINTENANCE  
RFP 10105**

The Agreement between County of Monterey ("County") and Firato Commercial Building Maintenance ("Contractor") for Custodial Maintenance Services and Supplies, with effective date of July 1, 2008 is hereby amended effective July 14, 2008, as follows:

1. ARTICLE 1 SCOPE OF SERVICE is amended: Expand service for site 855 E. Laurel Dr, Bldg C, Facilities, Zone II to include restroom service at adjacent Grounds Shop. Add service to 1330 Natividad Rd, Bldg 800, Records Retention Center, Zone II, once a week service for two restrooms. (Exhibit A to Amendment 1 attached)
2. ARTICLE 4, COMPENSATION AND PAYMENTS, is amended: Increase the net total amount payable to CONTRACTOR by \$2,605.72 through June 30, 2009. See Exhibit A to this Amendment
3. Except as provided herein, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year set forth herein.

COUNTY OF MONTEREY

By [Signature]  
Title CONTRACTS/PURCHASING OFFICER  
COUNTY OF MONTEREY

CONTRACTOR  
FIRATO BUILDING MAINTENANCE

By [Signature] 7-17-08  
Title CEO

By \_\_\_\_\_  
Title \_\_\_\_\_



**Exhibit A to Amendment 1 to Custodial Services and Supplies Agreement  
Firato Commercial Building Maintenance  
RFP #10105**

**Expand Service to Location:**

855 E. Laurel Dr, Bldg C

1. Grounds Maintenance
  - a. 2 days per week
  - b. Clean restroom and replenish supplies
  - c. Daily rate will be \$17.50
  - d. Service will start on Thursday 7/17/2008
  - e. Add new monthly price of \$150.50
  - f. Prorated July amount will be \$87.50

**Start up New Location:**

1330 Natividad Rd, Bldg 800

1. Building 800
  - a. 1 day per week
  - b. Cleaning of restrooms and replenish supplies
  - c. Weekly rate will be \$17.50
  - d. Service will start on Friday 7/18/2008
  - e. Add new monthly price of \$75.25 to master agreement
  - f. Prorated July amount for building 800 will be \$34.97

**MASTER AGREEMENT TO PROVIDE CUSTODIAL AND  
MAINTENANCE SERVICES AND SUPPLIES  
FOR THE COUNTY OF MONTEREY**

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 Firato Service Company, hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10105 for Custodial and Maintenance Services and Supplies, 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:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10105 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10105. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10105 dated March 7, 2008
- Addendum #1
- CONTRACTOR'S Proposal dated April 11, 2008 including all attachments and exhibits, to RFP #10105
- AGREEMENT
- 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, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP #10105, Addendums # 1-4, Certificate of Insurance, and Additional Insured Endorsements.

## **1.0 SCOPE OF SERVICE**

- 1.1 To provide Custodial and Maintenance Services and Supplies to selected County-occupied facilities in the following locations:
- **Zone II**—North Salinas, as defined per ATTACHMENT D. Approximately, but not limited to, 260,133 sq. ft.
- 1.2 CONTRACTOR shall perform per the specific cleaning specifications attached hereto:

**ATTACHMENT A, CONTRACTOR GENERAL REQUIREMENTS  
ATTACHMENT B, SERVICE SPECIFICATIONS  
ATTACHMENT C, CLEANING REQUIREMENTS  
ATTACHMENT D, COST PROPOSAL BY ZONE  
ATTACHMENT E, UNIT PRICING FOR AUGMENTED SERVICES  
ATTACHMENTS G & H, PER THE 'GREEN SEAL ENVIRONMENTAL STANDARDS', UTILIZE GREEN PRODUCTS AT LEAST 20% OF THE TIME WHILE PERFORMING SERVICES FOR THIS AGREEMENT**

- 1.3 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.).

## **2.0 QUALITY CONTROL**

- 2.1 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.

- 2.2 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.
- 2.3 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:
- o A brief summary of the results of all inspections
  - o A description of all supply expenditures
  - o Information regarding any feedback received through submitted documentation via email, letter or fax.

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- 3.2 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.
- 3.3 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with ATTACHMENT D and ATTACHMENT E attached hereto.
- 4.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

- 4.5 Invoice amounts shall be billed directly to the ordering department.
- 4.6 CONTRACTOR shall reference the AGREEMENT number and RFP # 10105 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.

## 5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the 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 the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 6.0 INSURANCE

### 6.1 Evidence of Coverage:

- 6.1.1 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.
- 6.1.2 This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

## 6.2 Qualifying Insurers:

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

## 6.3 Insurance Coverage Requirements:

6.3.1 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: 5.3.1 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.

6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.3 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.

## 6.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the 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.

6.5 Each liability policy shall provide that the 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.

- 6.6 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.
- 6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The 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.
- 6.8 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.

## 7.0 ADDITIONAL REQUIREMENTS

- 7.1 CONTRACTOR shall submit a list of all employee performing work under this Agreement within ten (10) days from the start of this Agreement.
- 7.2 Criminal Background Checks: CONTRACTOR shall have all employees fingerprinted and background checks initiated within ten (10) days from the start of the Agreement unless there are extenuating 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.

- 7.2.1 A California licensed Investigator must perform the required State level criminal background check(s) which shall then be submitted to the County 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.
- 7.2.2 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.
- 7.3 A work schedule shall be submitted to the County within ten (10) days from the start of this Agreement.
- 7.4 A complete MSDS shall be submitted within ten (10) days from the start of this Agreement.

## **8.0 BREACH, DEFAULT AND TERMINATION**

- 8.1 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 CONTRACTOR GENERAL REQUIREMENTS, ATTACHMENT B SERVICE SPECIFICATIONS, ATTACHMENT C, CLEANING REQUIREMENTS, and ATTACHMENT D, COST PROPOSAL BY ZONE; (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.
- 8.2 Default; 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.
- 8.3 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 its 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.



## **9.0 RIGHTS 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.

## **10.0 FORCE MAJEURE**

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.

## **11.0 NON-DISCRIMINATION**

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

**11.2** 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.

## **12.0 INDEPENDENT CONTRACTOR**

**12.1** 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.

- 12.2** Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

### 13.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the 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 THE COUNTY:

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing Division  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

#### TO THE CONTRACTOR:

Company Name: FIRATO SERVICE Co  
Owner Name: RICHARD FIRATO  
Address: 16430 MONTEREY RD Suite #3  
24 hour Tel. No. 408-316-2403 - 408-779-4101  
Area Supervisor Name: RICHARD FIRATO  
Area Supervisor Cell No. 408-316-2403  
FAX No. 408-779-8011

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

MONTEREY COUNTY

[Signature]  
for Mike Derr  
Contracts/Purchasing Officer

Dated: 6-26-08

Approved as to Fiscal Provisions:

[Signature]  
Auditor/Controller

Dated: 6-13-08  
RISK MANAGEMENT

COUNTY OF MONTEREY  
Approved as to Liability Provisions/  
INSURANCE LANGUAGE

Risk Management  
By: [Signature]  
Date: 6/13/08  
Dated:

Approved as to Form:

[Signature]  
Assistant County Counsel

Dated: 5/27/08

CONTRACTOR

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

RICHARD FIRATO  
Printed Name and Title

Dated: 6/3/08

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Bruce Ziegelman, CFO  
Printed Name and Title

Dated: 6/3/2008

\*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 CONTRACTOR GENERAL REQUIREMENTS

### A.1 CONTRACTOR Employee Requirements

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

A.1.4	<b>ID Badges</b>	County shall 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.
A.1.4.1		CONTRACTOR is required to have all employees working in County facilities obtain identification badges from the Monterey County Public Works Department, Facilities Division, within ten (10) days from the start of the Agreement. If extenuating circumstances occur that prevent CONTRACTOR from meeting this objective, 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 shall be established. <i>If the CONTRACTOR fails to obtain badges for all employees within the time limit, payment for services rendered may be withheld.</i>
A.1.4.2		CONTRACTOR and CONTRACTOR'S employees shall be required to display their identification badge at all times while working in County facilities. If the CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, County may require them to leave the facility immediately. <i>Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.</i>
A.1.4.3		If any of the CONTRACTOR'S employees cease to work in County facilities, the CONTRACTOR shall immediately return the employee's badge to the County's Facilities Operations Manager or the Custodial Contract Coordinator.
A.1.5	<b>Uniforms and Protective Gloves</b>	CONTRACTOR personnel designated to work in County facilities during business hours shall wear the necessary and appropriate uniforms and protective gloves as assigned by the CONTRACTOR and as approved by the County.
A.1.6	<b>Background Checks</b>	CONTRACTORS(S) are required to submit background checks for all personnel designated to work in a county facility. Background checks will only be accepted if performed by a California licensed Investigator and the CONTRACTOR is responsible for the cost of background checks for its personnel. All personnel who are designated to provide services at one of the Sheriff's facilities are required to undergo fingerprinting and background checks at the Sheriff's main office, at no cost to CONTRACTOR. The required background checks MUST be

		submitted to the COUNTY prior to allowing an employee to work on County premises.
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A.1.6.1		If there are extenuating circumstances beyond the CONTRACTOR(S) control as to why CONTRACTOR(S) is unable to provide cleared background checks for all personnel who will be performing work per the Agreement with the COUNTY, CONTRACTOR(S) must notify the COUNTY of such circumstances, in writing, no less than two weeks prior to the start date.
A.1.7	<b>Security</b>	County shall notify CONTRACTOR immediately regarding security issues. CONTRACTOR shall respond to security issues within 60 minutes of the call.
A.1.7.1		County shall issue facility keys to CONTRACTOR and maintain a log of keys issued. CONTRACTOR shall not duplicate keys and shall report lost keys to County within 24 hours. Keys shall be replaced by the County at the cost to the CONTRACTOR. <b>CONTRACTOR's employees shall be responsible for locking any room they unlocked to clean and also shall make sure all building entrances are locked when they leave.</b>

**A.2 CONTRACTOR'S Work Schedule**

A.2.1	<b>Work Schedule</b>	Unless otherwise authorized by the County, all work shall be performed outside of County's regular 8:00 a. m. to 5:00 p.m. working hours, except Day Porter and noon service. Weekend work shall not be permitted unless specifically authorized and scheduled in advance. For those facilities open to the public on weekends or evenings, the County shall provide to the CONTRACTOR a schedule of hours so that an appropriate work schedule may be determined.
A.2.1.1		Within thirty (30) days of the CONTRACTOR'S receipt of written notice that the CONTRACTOR shall be awarded a contract, the CONTRACTOR shall furnish County's Custodial Contract Coordinator with a work schedule of the custodial services to be provided for each location in accordance with the scope of work specified in the Agreement. Thereafter, if CONTRACTOR desires to change the work schedule, CONTRACTOR shall

		provide County's Custodial Contract Coordinator with a revised work schedule for coordination with the County department before the changes are put into effect at any facility. For the purpose of facility inspections by the County, all cleaning shall be performed on or before the dates listed on the CONTRACTOR'S work schedule.
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**A.3 Protection of Persons and Property**

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

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

A.4.1	<b>Response Time</b>	CONTRACTOR shall maintain a 24-hour business phone or telephone answering service for the purpose of receiving County messages in an efficient and timely manner. If CONTRACTOR'S Area Supervisor cannot be reached before 7 A.M. or after 7 P.M., the County shall call the 24-hour business phone or telephone answering service. CONTRACTOR shall respond to all messages regarding incomplete or defective work before the expiration of the next County work day (8:00 a.m. to 5:00 p.m. Monday through Friday), 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		Failure to correct the problem within the time frame specified in paragraphs A.4.1.1 and A.1.1 shall also result in a liquidated damages deduction of 2% of the monthly location bill for each occurrence.
A.4.1.3		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.4.1.4		CONTRACTOR shall respond to any emergency request within 60 minutes of receiving the call and shall complete all remedial work within 3 hours of receiving the call.

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

A.5.1	<b>Problems &amp; Emergencies</b>	CONTRACTOR shall notify the County immediately, or as soon as possible, upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The County shall 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, or no later than the following day, upon finding any broken fixture or any other building problem that requires maintenance or repair. This includes any broken or malfunctioning product dispensers. 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 Facilities Operations Manager or designee, or the Custodial Contract Coordinator, shall coordinate directly with the CONTRACTOR, CONTRACTOR'S Area Supervisor or other designee to schedule such services.

**A.6 Supplies and Materials**

A.6.1	<b>Supplies &amp; Materials</b>	CONTRACTOR shall provide all supplies required to perform work under this contract. Historically, the County has spent approximately \$300,000 annually for the routine items listed in paragraph A.6.2.
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A.6.2		Listed below are the routine items CONTRACTOR shall provide as part of the base rate under this Agreement. The items provided shall be equal in quality to those currently in use:
A.6.2.1		<p>Single Fold Towel/White  Multi Fold Towel/White  <b>Two Ply</b> Toilet Tissue/White  Toilet Seat Protector 1/2 FD  15x9x23, .75 Mil Brown Liner-Small  40x48, 1.2 Mil Clear Liner-Large  Pink Liquid Hand Soap  33x40, 13mil Natural Liner  Heavy Kraft Sanitary Receptacle Liner  White Roll Towel  Foam Soap  Borax Pink Powder Hand Soap  Coreless 2ply TP  Jumbo Rolls TP  Urinal Screens</p>
A.6.3		CONTRACTOR shall provide a quarterly report to the County's Custodial Contract Coordinator listing the supplies and quantities provided under Section A.6.2. and 6.4
A.6.4		<p>CONTRACTOR shall provide at CONTRACTOR'S cost, all other materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary for the cleaning process, including but not limited to floor stripping, cleaning, shampooing and waxing materials, cleansers, and dusting polish. All products shall be of best quality and shall be harmless to the finishes and surfaces on which they are used, and shall leave no harmful residues. CONTRACTOR is required to utilize 20% "Green" products as per <b>ATTACHMENT G</b> and <b>ATTACHMENT H</b> herein. In many COUNTY facilities, the COUNTY shall provide a limited amount of storage space for small amounts of supplies and product. Space at all facilities is not guaranteed and allocated storage space may, at COUNTY's option, be reduced or eliminated, pursuant to the COUNTY's needs. All items, including paper products and necessary specialty cleaners, that cannot be safely and properly stored in the allocated space, shall be stored and maintained in an offsite location provided at the CONTRACTOR's cost. The COUNTY shall not be responsible for any loss or damage to these supplies. No employee belongings or valuables belonging to the CONTRACTOR's employees may be stored on COUNTY</p>

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

A.7.1	<b>Safety &amp; Product Control</b>	CONTRACTOR shall provide to the County's Custodial Contract Coordinator a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on ALL products used by the CONTRACTOR in the provision of services required by the Agreement. In addition, the CONTRACTOR shall provide all required MSDS information in an appropriate binder or folder 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.
A.7.2		CONTRACTOR shall be responsible for payment of any and all fees required by the COUNTY relating to the storage of hazardous materials on-site. No additional compensation shall be allowed for such fees.
A.7.3		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. CONTRACTOR shall provide documentation regarding training provided to employees. Documentation can include sign-in sheet with training format or topics listed. 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. CONTRACTOR is required to utilize 20% "Green" products as per ATTACHMENT G and ATTACHMENT H herein. . 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. The CONTRACTOR shall dispose of all unused products and empty containers as required by Federal, State and local laws and regulations. The CONTRACTOR shall provide the County with documentation of proper disposal of all products and containers used in the performance of services under the Agreement.

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

A.8.1	<b>Quality Control &amp; Evaluation</b>	All services provided by the CONTRACTOR shall be performed in such a way that the finished result equals or exceeds standards set forth in <b>ATTACHMENT B, SERVICE SPECIFICATIONS</b> . 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.
A.8.2		Any requests or complaints related to the cleanliness of the facilities or the work habits of the CONTRACTOR's staff shall be documented by the County. These documented complaints shall be faxed or emailed to the CONTRACTOR by Facilities Manager/Supervisor. <b>CONTRACTOR shall respond to complaints within 24 hours.</b> CONTRACTOR shall be responsible for tracking the complaints and providing updates to the County.
A.8.3		Verification of work shall be assured by on-site inspections and reports provided by CONTRACTOR'S Area Supervisor, County's Facilities Manager and County's Custodial Contract Administrator. Specific inspection requirements and responsibilities shall be as follows:
A.8.3.1		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. 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 shall 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. The CONTRACTOR shall submit quality assurance reports on a quarterly basis to track quality control. These reports shall be submitted every third month at the time of the monthly inspection. These reports shall contain a brief summary of the results of all inspections and a description of all supply expenditures as well as information regarding any feedback received through submitted documentation via email, letter or fax. The list of supply expenditures shall have identified those products which comply with the Environmental Standards set forth in ATTACHMENT G and ATTACHMENT H.

A.8.3.2		County's Facilities Manager, 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 in writing to the CONTRACTOR for correction in accordance with the time limits specified in the Agreement.
A.8.4		CONTRACTOR shall 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.8.5		Resolution of disputes about service under the Agreement should be resolved at the lowest level possible. Payment reductions shall be approved at a level at least as high as the Departmental Contact.

--End of Attachment A--

**ATTACHMENT B**  
**SERVICE SPECIFICATIONS**

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

<b>ITEM #</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
B.1.1	<b>CLEAN</b>	CLEAN means free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, and other residue; to restore all items to their original condition and appearance.
B.1.2	<b>DISINFECT</b>	Cleaning in order to destroy any harmful microorganisms by the application of an approved chemical agent.
B.1.3	<b>PARTITION</b>	The barriers between restroom stalls and walls or dividers within a facility which do not touch the ceiling.
B.1.4	<b>VACUUMING</b>	The complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner.
B.1.5	<b>POLISHING</b>	The application of an oil-based, high quality wood preservative to furnishings, and wiping the furnishings using a soft, non-abrasive cloth so as not to leave any residual surface polish.
B.1.6	<b>FIXTURE</b>	Toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains and any other items attached to the ceiling, wall, door or floor.
B.1.7	<b>WIPE</b>	To clean either horizontal or vertical surfaces with a wet cloth amended with detergent/disinfectant.
B.1.8	<b>SCRUB</b>	To scour or aggressively brush a surface or fixture using appropriate cleanser until the surface is clean and free of stains or residue.

B.1.9	<b>SPOT CLEAN</b>	To clean specific areas where dirt, dust, spots, streaks, stains, smudges, hard water deposits or other residue are evident.
B.1.10	<b>DUST</b>	To clean horizontal surfaces with a wet cloth amended with a no-wax cleaning and dusting spray, dust mop, or vacuuming with appropriate attachments. Dusting excludes methods that disperse dust, such as with a feather duster.
B.1.11	<b>RESILIENT FLOOR</b>	All vinyl tile and rubber, linoleum or other sheet type flooring products which are affixed to the sub flooring with mastic or adhesive.
B.1.12	<b>HARD SURFACE FLOOR</b>	All brick, terrazzo, ceramic tile, marble, stainless steel flooring products which are affixed to the sub flooring with anchors or mortar.
B.1.13	<b>EDGE OUT</b>	To vacuum and spot clean less accessible areas in corners or that are normally covered or blocked by moveable furniture, fixtures, or storage.
B.1.14	<b>MACHINE SCRUB</b>	To use a safe and well maintained mechanical device to remove or strip buildup on tile hard surface and resilient floors.

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

ITEM #	ITEM	DESCRIPTION
B.2.1	<b>Floor Care</b>	For all floor care operations where furniture and equipment shall 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 shall 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. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces shall be maintained so as to provide safe anti-slip walking conditions.



B.2.2	<b>Carpets</b>	Carpets shall be vacuumed thoroughly with an industrial type vacuum cleaner. 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 Custodial Contract Coordinator in writing.
B.2.3	<b>Sweeping &amp; Damp Mopping</b>	Sweeping and damp mopping of hard surface and resilient floors shall leave the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, behind doors, or on stair landings and treads. Sidewalks, entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.
B.2.4	<b>Wet Mopping &amp; Scrubbing</b>	
B.2.4.1		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.2.4.2		On completion of mopping and scrubbing, hard surface and resilient 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.2.4.3		To avoid cross-contamination, the same mop shall not be used in all areas within the facility. For instance, the mop to clean the restroom shall be different that the mop to clean the common areas.
B.2.4.4		<p>CONTRACTOR shall follow CDC guidelines and proper procedures for effective uses of mops, cloths, and solutions, such as:</p> <ol style="list-style-type: none"> <li>1. Prepare cleaning solutions daily or as needed, and replace with fresh solution frequently.</li> <li>2. Change the mop head frequently and also as required by facility policy.</li> <li>3. Clean mops and cloths after use and allow to dry before reuse daily or as needed; or use single-use, disposable mop heads and cloths.</li> </ol>

B.2.5	<b>Floor Finishing</b>	Floor finishing shall include the thorough cleaning of vinyl tile, rubber, or linoleum or other resilient floor surfaces and the application of an approved floor finishing material according to the following steps:
B.2.5.1	<b>Sweeping</b>	Floor shall be swept thoroughly and all gum and adhesive materials shall be removed.
B.2.5.2	<b>Stripping</b>	Completely remove old finish or wax from hard surface and resilient floors using a concentrated solution of an approved liquid cleaner. Cleaning solution is to be applied with a mop and scrubbed with an electric polishing machine with a scrub brush or a medium-grade scrubbing pad. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls, doors and furniture. Cleaning solution shall be taken up with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water to assure thorough rinsing. Floor shall be allowed to dry thoroughly after rinsing.
B.2.5.3	<b>Finishing</b>	Apply a minimum of four coats of approved floor finishing material, allowing sufficient drying time between each coat. Only the last coat should be applied up to, but not touching, the baseboard. All other coats should be applied to within four inches of the baseboard. (Note: If there are eight or more hours delay between the cleaning of the floor and applying the first coat of floor finish, or between the application of coats of floor finish, the areas shall be cleaned again to remove surface dirt and scuff marks before applying finish material.)
B.2.5.4	<b>Periodic Spray Buffing</b>	Floor shall be swept thoroughly. Damp mop floor and allow to dry. Spray buff floor using floor polishing machine, synthetic fiber pad and spray equipment containing 50% water and 50% floor finish of the same type as on the floor. Spray worn areas using a fine mist applied 2-3 feet ahead of the floor machine. Buff immediately to blend in with surrounding floor surface finish.
B.2.5.5	<b>Other Hard Floors</b>	Hard surface floors such as brick, terrazzo, ceramic tile, marble, stainless steel, etc, shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.
B.2.5.6	<b>Carpet Cleaning</b>	All carpets shall be deep cleaned using the wet extraction method at the scheduled frequencies, using approved industrial carpet

		cleaning equipment.
B.2.5.8	<b>Elevator Floors</b>	Where floor has resilient type covering, all necessary cleaning operations as described above shall be performed to provide a clean and polished appearance after each cleaning.
B.2.5.9	<b>Toilets</b>	Special attention shall be given to hard surface and resilient floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout. The cleaning of each toilet bowl should be completed by adding two (2) ounces of hospital grade detergent to water unless product directions specify otherwise.
B.2.5.10	<b>Garbage Removal</b>	Any garbage removed from the clinic sites shall be taken to the nearest COUNTY owned dumpster on the premises. Any garbage hauled from sites shall not be transported in personal vehicles belonging to the CONTRACTOR's staff.

**B.3 Dusting:**

ITEM #	ITEM	DESCRIPTION
B.3.1	<b>Dusting</b>	Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means: appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. 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 shall be found on any surface during routine inspections.
B.3.1.5		Avoid dusting methods that disperse dust. CONTRACTOR shall not feather dust.

**B.4 Damp Wiping:**

ITEM #	ITEM	DESCRIPTION
B.4	<b>Damp Wiping</b>	This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, such as lobby tables and reception counters, then drying to provide a clean, polished appearance. The

		wetting solution shall contain an appropriate approved cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.
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**B.5 Bright Metal Polishing:**

ITEM #	ITEM	DESCRIPTION
B.5	<b>Polishing</b>	This task may be performed by damp wiping and drying with a suitable cloth if a polished appearance can be attained. However, if a polished appearance cannot be produced, the Custodial Contract Coordinator shall be contacted for direction as to the use of an appropriate, approved metal polish.

**B.6 Window Washing and Glass Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.6.1	<b>Window &amp; Glass Cleaning</b>	After each washing operation in accordance with the specified frequency, all glass 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.6.2		Window sashes, sills and woodwork around interior glass and other surrounding areas shall be thoroughly wiped free of any drippings and watermarks.
B.6.3		When building occupants shall 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.
B.6.4		Window cleaning operations shall be performed in accordance with all federal, state and local laws and regulations, with special attention to any applicable safety requirements.

**B.7 Porcelain Ware Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.7.1	<b>Porcelain Ware Cleaning</b>	All porcelain fixtures (including drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.

B.7.2		Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.
B.7.3		Drinking fountains shall be kept free of trash, coffee grounds or other debris, and the nozzles free from any encrustation.

**B.8 Spot Cleaning:**

ITEM #	ITEM	DESCRIPTION
B.8	<b>Spot Cleaning</b>	Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

**B.9 Policing:**

ITEM #	ITEM	DESCRIPTION
B.9	<b>Policing</b>	This task includes picking up and removing trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, lobbies, waiting areas and outside landings and steps at entrances and exits; maintaining cigar/cigarette ash receptacles in a neat and presentable condition at designated smoking areas (if located at or adjacent to entrances or exits); keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes and any excess water caused by inclement weather. Recyclable trash materials (paper, glass, plastic, aluminum, etc.) shall be deposited into appropriate recycling receptacles, if provided. If noon service or Day Porter Service is in effect, policing shall be performed as part of those services.

**B.10 Recycling:**

ITEM #	ITEM	DESCRIPTION
B.10.1	<b>Recycling</b>	All recycling receptacles shall be serviced with the same frequency as trash receptacles, unless specifically labeled "DO NOT SERVICE". Depending on the site, recycling receptacles may be positioned desk-side, in common areas, print rooms or other areas.
B.10.2		Recyclable materials shall be collected separately from trash and not comingled together.
B.10.3		Cardboard boxes, left in hallways, etc, shall be recycled by

		custodial staff regardless of its marking as recycling, trash or unlabeled. County employees are responsible for flattening cardboard containers prior to placing them in the hallways.
B.10.4		Shredded paper emptied from shredding machines shall be recycled (collected in a clear plastic liner or paper bag).
B.10.5		Liners are discouraged in small capacity recycling bins, although recycling material may be consolidated into clear plastic liners from multiple small recycling bins.
B.10.6		For larger recycling bins requiring liners, only clear plastic liners may be used.
B.10.7		Recycling shall be placed in appropriate outside recycling dumpster. County shall arrange to have mixed recycling dumpsters placed at sites.
B.10.8		All Custodial staff shall be made available to receive recycling training which shall be provided by the County.

*--End of Attachment B--*

## **ATTACHMENT C, CLEANING REQUIREMENTS**

### **CLEANING REQUIREMENTS, 1 DAY CLEANING**

#### **RESTROOM CLEANING, ONE DAY PER WEEK ALLOWED TO COMPLETE THESE SERVICES, ALL OTHER SERVICES TO BE PERFORMED AT THE FREQUENCIES INDICATED IN THIS LISTING**

- DR RESTROOM CLEANING
- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

#### **ROUTINE SERVICE, ONE DAY PER WEEK ALLOWED TO COMPLETE THESE SERVICES**

- DG GENERAL CLEANING
  - DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
  - DG2 Empty exterior urns and ashtrays
  - DG3 Clean water fountains and polish stainless steel fixtures
  - DG4 Sweep outside steps and landings at designated entrances and exits
  - DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
  - DG6 Remove all graffiti from any interior walls
  - DG7 Clean all doors around door knobs and push plates
  - DG8 Police trash and debris in facility
- 
- DF FLOOR & CARPET CARE
  - DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
  - DF2 Vacuum all carpeted floors including entry mats
  - DF3 Damp mop all spills on hard surfaces
  - DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
  - DF5 Damp mop elevator floors
- 
- DD DUSTING
  - DD1 All tops of filing cabinets
  - DD2 All desks where cleared
  - DD3 All table tops and counters where cleared
- 
- DW WINDOW CLEANING
  - DW1 Clean entry door and lobby glass inside and outside
  - DW2 Clean all interior partition and counter glass
  - DW3 Clean all interior door glass

## **ATTACHMENT C**

### **CLEANING REQUIREMENTS, 1 DAY CLEANING CATEGORY, continued**

#### **MONTHLY SERVICE**

##### **MG GENERAL CLEANING**

- MG1 Remove fingerprints from doors, walls, and light switches
- MG2 Clean and disinfect common area and break area trash receptacles inside and outside
- MG3 Wipe all handrails including stairwells
- MG4 Wipe all plastic, wood or non-upholstered seating and benches

##### **MF FLOOR & CARPET CARE**

- MF1 Entirely damp mop hard surface and resilient floors
- MF2 Spot clean all carpeted floors

##### **MR RESTROOM CLEANING**

- MR1 Scrub all sinks using a cleaner appropriate for the fixture
- MR2 Scrub toilets and urinals inside using a bowl cleaner appropriate for the fixture

##### **MD DUSTING**

- MD1 All window and door sills
- MD2 All tops of ledges, baseboards, and partitions
- MD3 Remove all cobwebs from ceilings, corners, and crevices
- MD4 All stairwell surfaces

#### **SEMIANNUAL SERVICE**

##### **SF FLOOR & CARPET CARE**

- SF1 Shampoo all carpeted areas using bonnet method
- SF2 Strip, refinish and buff all hard surface floors using an acrylic finish
- SF3 Buff all hard surface and resilient floors using a high-speed machine

##### **SR RESTROOM CLEANING**

- SR1 Machine scrub restroom floors (porcelain tile floors)
- SR2 Clean and disinfect all walls and partitions

##### **SD DUSTING**

- SD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet
- SD2 All blinds
- SD3 Vacuum all upholstered furniture

##### **SW WINDOW CLEANING**

- SW1 Wash the inside of all windows and the outside of the first floor windows

##### **SO OTHER CLEANING**

- SO1 Remove marks on doors and clean door kick plates

#### **ANNUAL SERVICE**

##### **AF FLOOR & CARPET CARE**

- AF1 Steam/Extraction clean all carpeted areas



## **ATTACHMENT C**

### **CLEANING REQUIREMENTS, 2 DAY CLEANING CATEGORY**

#### **RESTROOM CLEANING TO BE PERFORMED DAILY, ALL OTHER SERVICES TO BE PERFORMED AT THE FREQUENCIES INDICATED IN THIS LISTING**

- DR RESTROOM CLEANING, TO BE PERFORMED DAILY
- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

#### **ROUTINE SERVICE, TWO DAYS PER WEEK ALLOWED TO COMPLETE THESE SERVICES**

- DG GENERAL CLEANING
- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

#### **DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

#### **DD DUSTING**

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

#### **WEEKLY SERVICE**

##### **WG GENERAL CLEANING**

- WG1 Remove fingerprints from doors, walls, and light switches
- WG2 Clean and disinfect common area and break area trash receptacles inside and outside
- WG3 Wipe all handrails including stairwells
- WG4 Wipe all plastic, wood or non-upholstered seating and benches

##### **WF FLOOR & CARPET CARE**

- WF1 Entirely damp mop hard surface and resilient floors
- WF2 Spot clean all carpeted floors

##### **WR RESTROOM CLEANING**

- WR1 Scrub all sinks using a cleaner appropriate for the fixture
- WR2 Scrub toilets and urinals inside using a bowl cleaner appropriate for the fixture

**ATTACHMENT C**

**CLEANING REQUIREMENTS, 2 DAY CLEANING CATEGORY, continued**

- 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
- WW WINDOW CLEANING
- WW1 Clean entry door and lobby glass inside and outside
- WW2 Clean all interior partition and counter glass
- WW3 Clean all interior door glass

**MONTHLY SERVICE**

- MF FLOOR & CARPET CARE
- MF1 Scrub and seal/refinish all hard surface and resilient floors using a product appropriate for each surface
- MF2 Edge out all carpet (areas that are out of reach during normal vacuuming)
  
- MR RESTROOM CLEANING
- MR1 Clean and disinfect all walls and partitions

- MD DUSTING
- MD1 Vacuum all upholstered furniture
- MD2 All blinds

- MO OTHER CLEANING
- MO1 Remove marks on doors and clean door kick plates

**SEMIANNUAL SERVICE**

- SG GENERAL CLEANING
- SG1 Wipe exterior of all desks, filing cabinets, and tables
  
- SF FLOOR & CARPET CARE
- SF1 Shampoo all carpeted areas using bonnet method
- SF2 Strip and seal/refinish all hard surface and resilient floors using a product appropriate for each surface
- SF3 Buff all hard surface and resilient floors using a high-speed machine
  
- SR RESTROOM CLEANING
- SR1 Machine scrub and seal restroom hard surface floors (porcelain tile floors)
- SR2 Clean and disinfect all walls and partitions
  
- SD DUSTING
- SD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet
  
- SW WINDOW CLEANING
- SW1 Wash the inside of all windows and the outside of the first floor windows

**ANNUAL SERVICE**

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

## **ATTACHMENT C**

### **CLEANING REQUIREMENTS, 3 DAY CLEANING CATEGORY**

Same Tasks and Standards as described in 2 DAY CLEANING CATEGORY

### **CLEANING REQUIREMENTS, 5 DAY CLEANING CATEGORY**

#### **ROUTINE SERVICE, TO BE PERFORMED DAILY**

#### **DR RESTROOM CLEANING, TO BE PERFORMED DAILY**

- DR1 Empty waste containers
- DR2 Wet mop hard surface and resilient floors
- DR3 Restock all dispensers with the proper product
- DR4 Clean and disinfect all restroom fixtures
- DR5 Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities Division)
- DR6 Clean restroom mirrors and glass
- DR7 Remove all graffiti from any interior walls
- DR8 Wipe down all walls and partitions with damp cloth
- DR9 Clean all bathroom doors around doorknobs and push plates

#### **DG GENERAL CLEANING**

- DG1 Empty wastebaskets, replace liners as necessary, place trash in dumpster
- DG2 Empty exterior urns and ashtrays
- DG3 Clean water fountains and polish stainless steel fixtures
- DG4 Sweep outside steps and landings at designated entrances and exits
- DG5 Empty break-room and desk-side recycle containers and place recycled material in outside recycling dumpster
- DG6 Remove all graffiti from any interior walls
- DG7 Clean all doors around door knobs and push plates
- DG8 Police trash and debris in facility

#### **DF FLOOR & CARPET CARE**

- DF1 Sweep and dust mop all hard surface and resilient floors with treated mop
- DF2 Vacuum all carpeted floors including entry mats
- DF3 Damp mop all spills on hard surfaces
- DF4 Remove chewing gum and candy from carpet, hard surface and resilient floors
- DF5 Damp mop elevator floors

#### **DD DUSTING**

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

#### **DW WINDOW CLEANING**

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

#### **WEEKLY SERVICE**

#### **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

#### **WF FLOOR & CARPET CARE**

- WF1 Entirely damp mop hard surface and resilient floors

**ATTACHMENT C**  
**CLEANING REQUIREMENTS, 5 DAY CLEANING CATEGORY, continued**

- WF2 Spot clean all carpeted floors
- WF3 Buff all hard surface and resilient floors using a high-speed machine

**WR RESTROOM CLEANING**

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

**WD DUSTING**

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

**MONTHLY SERVICE**

**MF FLOOR & CARPET CARE**

- MF1 Scrub and seal/refinish all hard surface and resilient floors using a product appropriate for each surface
- MF2 Edge out all carpet (areas that are out of reach during normal vacuuming)

**MR RESTROOM CLEANING**

- MR1 Clean and disinfect all walls and partitions

**MD DUSTING**

- MD1 Vacuum all upholstered furniture
- MD2 All blinds

**QUARTERLY SERVICE**

**QG GENERAL CLEANING**

- QG1 Wash exterior of all desks, filing cabinets, and tables

**QF FLOOR & CARPET CARE**

- QF1 Shampoo all carpeted areas using bonnet method
- QF2 Strip and seal/refinish all hard surface and resilient floors using a product appropriate for the surface
- QF3 Buff all hard surface and resilient floors using a high-speed machine

**QR RESTROOM CLEANING**

- QR1 Machine scrub and seal restroom hard surface floors (porcelain tile floors)

**QD DUSTING**

- QD1 High dust all light fixtures, vents and surfaces/ledges above 6 feet

**QW WINDOW CLEANING**

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

**ANNUAL SERVICE**

**AF FLOOR & CARPET CARE**

- AF1 Steam/Extraction clean all carpeted areas

**NOON SERVICES Monday thru Friday 12:00-1:00**

**NOTE: There is a firm 12:00 start time and 1:00 depart time due to client scheduling**

**CLEAN ALL RESTROOMS**

Clean sinks

Empty all wastebaskets

Damp mop floors using hospital grade disinfectant solution

Fill all dispensers

**CLINIC AREA**

Empty all wastebaskets

Refill all paper towel dispensers

*--End of Attachment C--*

**COST PROPOSAL SHEET  
BY LOCATION/ZONE**

ZONE II (NORTH SALINAS)		EST SQ FT	EST # PUBLIC RESTROOM	EST # STAFF RESTROOM	EST # RESTROOM SINKS porcelain// stainless	EST # COMMUNE URINALS porcelain// stainless
911, 1322 Natividad Rd, Salinas	7,250		1		3	5
Adult Behavioral Health, 1441 Const Blvd 400, Ste 202 Salinas	11,489	2			5	6
Facilities, 855 E. Laurel Dr, Bldg C, Salinas	7,320		3		3	4
Fleet Management, 855 E. Laurel Dr, Bldg A, Salinas	3,744		3		5	7
Health Department Temporary Annex, 855 E. Laurel Dr, Bldg H, Salinas	7,320		2		2	5
Health, 1270 Natividad Rd, Salinas	52,000	10			15	20
Health, 1270 Natividad Rd, Salinas (est on-line 2009)	47,300	2		2	12	20
OBS, 1322 Natividad Rd, Salinas	7,250		1		3	5
Parks, 855 E. Laurel Dr, Bldg G, Salinas	7,320		2		2	2
Printing Svcs, 855 E. Laurel Dr, Bldg C, Salinas	5,000	0				
Probation ~ Silver Star Resource 1330 Natividad Rd, Bldg 700	1,200	2			2	2
Probation, 1422 Natividad Rd, Salinas	16,500	2		2	4	8
Public Safety, 1414 Natividad, Salinas	70,000	2		8	12	23
Public Works/Bridge Crew, 855 E. Laurel Dr, Bldg E, Salinas	696		2		2	2
Public Works/Envir, 855 E. Laurel Dr, Bldg D, Salinas	1,728	1			1	1
Public Works/Mty Road District, 855 E. Laurel Dr, Bldg E, Salinas	696		2		2	2
Public Works/Operations, 855 E. Laurel Dr, Bldg B, Salinas	1,500		2		2	2
Public Works/Sanitation, 855 E. Laurel Dr, Bldg F, Salinas	720		2		2	2
Public Works/Traffic, 855 E. Laurel Dr, Bldg E, Salinas	240		1		1	1
Telecommunications, 855 E. Laurel Dr, Bldg D, Salinas	700		2		2	2
Training Center, NMC Campus, Bldg 840, Salinas	4,600	2			2	2
Water Resources, 855 E. Laurel Dr, Bldg D, Salinas	60	1			1	1
Youth Center, 970 Circle Dr, Salinas	7,700	3			3	3
<b>AREA TOTALS</b>	<b>262,333</b>	<b>27</b>	<b>35</b>		<b>86</b>	<b>125</b>

**ATTACHMENT E  
 UNIT PRICING OF AUGMENTED SERVICES, EXPANSION, RELOCATION**

The County has a need for augmented services that occur during business hours. Sites requiring those services are identified in Attachment D. County departments periodically relocate to new sites, expand within existing sites, consolidate and/or vacate sites.

Proposers are required to submit unit pricing for the following, in response to these existing and future needs:

ADDITIONAL SERVICES	UNIT	UNIT PRICE
NOON SERVICE (to augment five day service)	hourly per site	\$15.00
DAY PORTER 8 HOUR BUSINESS DAY (to augment 5 day service)	hourly per campus/site	\$120.00
Unit price to increase square footage at a site already served	sq foot	\$.175 Per SF
Unit price to expand to a new site	sq foot	\$.175 Per SF
Unit credit to decrease square footage of existing site	sq foot	(\$ .175 Per SF)



ATTACHMENT G

GS-42

Green Seal™ Environmental Standard  
for Cleaning Services

First Edition

September 1, 2006

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**THE MARK OF ENVIRONMENTAL RESPONSIBILITY**  
Green Seal, Inc. • 1001 Connecticut Ave., NW, Suite 827 • Washington, DC 20036-5525 • (202)  
872-6400 • Fax (202) 872-4324 [www.greenseal.org](http://www.greenseal.org)

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RFP #10105, ATTACHMENT G



## GREEN SEAL™

Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education. Green Seal's mission is to work towards environmental sustainability by identifying and promoting environmentally responsible products, purchasing, and production. Through its standard setting, certification and education programs, Green Seal:

- identifies products that are designed and manufactured in an environmentally responsible manner;
- offers scientific analyses to help consumers make educated purchasing decisions regarding environmental impacts;
- ensures consumers that any product bearing the Green Seal Certification Mark has earned the right to use it; and
- encourages manufacturers to develop new products that are significantly less damaging to the environment than their predecessors.

The intent of Green Seal's environmental requirements is to reduce, to the extent technologically and economically feasible, the environmental impacts associated with the manufacture, use and disposal of products. Set on a category-by-category basis, Environmental Standards focus on significant opportunities to reduce a product's environmental impact.

Green Seal offers certification to all products covered by its Standards. Manufacturers may submit their products for evaluation by Green Seal. Those which comply with Green Seal's requirements may be authorized to use the Green Seal Certification Mark on products and in product advertising. Manufacturers authorized to use the Green Seal Certification Mark on their product are subject to an ongoing program of testing, inspection, and enforcement.

For additional information on Green Seal or any of its programs, contact:

Green Seal  
1001 Connecticut Avenue, NW, Suite 827  
Washington, DC 20036-5525  
(202) 872-6400  
[www.greenseal.org](http://www.greenseal.org)

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**List of Acronyms**

CRI	Carpet and Rug Institute
CSP	Cleaning Service Provider
dBA	decibels
EPA	Environmental Protection Agency
GS	Green Seal
HVAC	Heat, Ventilation, and Air Conditioning
IPM	Integrated Pest Management
MSDS	Material Safety Data Sheet
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure
SORE	Small Off-Road Engines or Equipment

## FOREWORD

**A. Certification.** This Environmental Standard contains the basic requirements for certain products (as defined in the Scope section below) to be certified by Green Seal™ and for their manufacturers to receive authorization to use the Green Seal Certification Mark on products and their packaging, and in product advertising. The requirements are based on an assessment of the environmental impacts of product manufacture, use, and disposal and reflect information and advice obtained from industry, trade associations, users, government officials, environmental and other public interest organizations, and others with relevant expertise. These requirements are subject to revision as further experience and investigation may show is necessary or desirable.

**B. Compliance with the Standard.** Compliance with this Standard is one of the conditions of certification of a product by Green Seal.

**C. Compliance with Government Rules.** In order to be authorized to use the Green Seal Certification Mark, the manufacturer of the certified product must disclose all governmental allegations or determinations of violation of federal, state, or local environmental laws or regulations with respect to facilities in which the product is manufactured. Certification will be denied any product manufactured in violation of environmental laws or regulations if, in Green Seal's judgment, such violations indicate that the environmental impacts of the product significantly exceed those contemplated in the setting of the standard.

**D. Limitations on Purpose of Standard.** Green Seal's Standards provide basic criteria to promote environmental quality. Provisions for product safety have not been included in this Standard because government agencies and other national standard-setting organizations establish and enforce safety requirements.

**E. Substantially Equivalent Products.** Products that are substantially similar to those covered by this standard in terms of function and environmental impact may be evaluated and certified by Green Seal against the intent of the requirements of this standard.

**F. Unanticipated Environmental Impacts.** A product which complies with this Standard will not necessarily be certified by Green Seal if, when examined and tested, it is found to have other features which significantly increase its impact on the environment. In such a situation, Green Seal will ordinarily amend its standards to account for the unanticipated environmental impacts.

**G. Certification Agreement and Green Seal Rules.** In order to be authorized to apply the Green Seal Certification Mark to a product or its packaging, or to use the Green Seal Certification Mark in product advertising, the manufacturer of the product must (1) undergo an initial product evaluation to determine that the product complies with Green Seal's requirements, (2) sign a Green Seal Certification Agreement that, among other things, defines how and where the Green Seal may be used, (3) pay fees to cover the costs of testing and monitoring, (4) agree to an ongoing program of factory inspections and product testing, and (5) comply with the requirements found in the most recent version of "Rules Governing the Use of the Green Seal Certification Mark."

**H. Disclaimer of Liability.** Green Seal™, in performing its functions in accordance with its objectives, does not assume or undertake to discharge any responsibility of the manufacturer or any other party. Green Seal shall not incur any obligations or liability for damages, including consequential damages, arising out of or in connection with the interpretation of, reliance upon, or any other use of this Standard.

**I. Care in Testing.** Many tests required by Green Seal's Standards involve safety considerations. Adequate safeguards for personnel and property should be employed in conducting such tests.

**J. Referenced Standards.** Standards referenced in this document may have been superseded by a later edition, and it is intended that the most recent edition of all referenced standards be used in determining compliance of a product with this standard.

**K. Labeling Requirements.** This standard neither modifies nor supersedes government labeling requirements. Labeling language which varies in form from the requirements of this section may be used with the written approval of Green Seal.

## ENVIRONMENTAL STANDARD

### 1.0 SCOPE

This Standard establishes requirements for cleaning service providers, including in-house and external cleaning services, to create a green cleaning program that protects human health and the environment. For the purposes of this Standard, green cleaning encompasses all indoor activities typically required to clean commercial, public, and industrial buildings. Maintenance of exterior areas such as parking lots, grounds, or picnic areas is excluded from the Standard, with the exception of areas directly outside building entryways. This Standard does not cover residential buildings.

### 2.0 DEFINITIONS

The definitions listed here may differ from those of other, established, Green Seal standards; where a specific Green Seal standard is not referenced, these definitions apply.

**Cleaning Service Provider:** An organization or service within an organization that provides cleaning services to commercial or institutional building owners and operators, including both in-house and external providers.

**Client:** The organization or entity contracting for the professional services of a cleaning provider or, alternatively, the client of an in-house operation.

**Concentrate:** A product that must be substantially diluted with water to form the appropriate solution for use (typically at least 1:8, or as appropriate for the particular product category).

**Disinfect:** A process for hard inanimate surfaces undertaken to destroy or irreversibly inactivate infectious fungi and bacteria, but not necessarily their spores.

**Environmentally Preferable Product:** A product certified as such by a Type 1 (i.e., third-party) environmental label that was developed in accordance with the ISO 14024 Environmental Labeling Standard. Alternatively, a product may be designated as environmentally preferable by an established and legitimate, nationally-recognized program developed with the purpose of identifying environmentally preferable products. The program must not have any financial interest or stake in sales of the product, or other conflict of interest. Such designation must be based on consideration of human health and safety, ecological toxicity, other environmental impacts, and resource conservation, as appropriate, for the product and its packaging, on a life cycle basis. Product criteria must distinguish market leadership for that product category, and be publicly available and transparent.

**Sanitize:** A process intended to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations.

**Vulnerable Populations:** Vulnerable populations represent people who are more susceptible than the general population to chemicals and products that might pose a risk to human health. These populations include but are not limited to children, pregnant women, the elderly and infirm, people sensitive to chemical exposures (e.g., fragrances), and other occupants, customers, or employees that may have a higher susceptibility to cleaning operations.

### **3.0 PLANNING REQUIREMENTS**

#### **3.1 Standard Operating Procedures**

Cleaning Service Providers shall develop and maintain a set of written guidelines or Standard Operating Procedures (SOPs) that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training and inspection programs, and reporting and record keeping procedures. These guidelines shall be made available to all cleaning personnel and clients. In addition, a Building-specific Green Cleaning Plan must be developed in accordance with Section 3.2 for every building to be cleaned under green cleaning standards per agreement with client. SOPs shall be reviewed for possible revisions on an annual basis.

#### **3.2 Building-Specific Green Cleaning Plan**

The Cleaning Service Provider shall have a Building-specific Green Cleaning Plan in place that comprehensively describes the methods by which a facility is cleaned effectively while protecting human health and the environment. In addition to typical cleaning concerns, the Green Cleaning Plan shall:

**3.2.1** Define a comprehensive communications plan as established with the client. The plan shall describe procedures for cleaning personnel to communicate with building management and occupants, as well as a system for providing feedback from building management and occupants.

**3.2.2** Develop and implement a floor maintenance plan, consistent with manufacturers' maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.

**3.2.3** Determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections, and accident preparedness plans.

- Schedule of cleaning operations detailing the minimum frequency required to clean and maintain the area to a level that adequately protects human health and the environment.

- Schedule of cleaning operations shall be reviewed at a minimum of twice per year and adjusted as needed in response to the changing needs of the building and its occupants.

### 3.2.4 Provide a detailed description of how green cleaning operations shall address:

- Cleaning procedure requirements for such special areas as high-traffic areas, dining and food preparation areas, laboratories, and entryways.
- Storage and use of chemicals within the facility, including consideration of proper ventilation, dilution control procedures, adequate security, and proper management of the area.
- Vulnerable populations such as children, asthmatics, and pregnant women (see Sections 5.11 and 6.2.1).
- Indoor sources of contaminants or pollution, both temporary and permanent, such as building renovations, indoor plants, and new carpet installations.
- Special requirements for operations involving potentially hazardous materials such as the maintenance of floors containing asbestos or compliance with OSHA Bloodborne Pathogens Standards.
- Cleaning in areas with special engineering concerns such those with inadequate ventilation, poor lighting, and restricted access.
- Seasonal or periodic conditions and periods of increased or decreased use (e.g., school vacation closures).
- Requirements of the building Integrated Pest Management System.
- Special cleaning requirements or conditions that may affect the frequency of cleaning or negatively impact human health or the environment.

### 3.3 Powered Equipment Use/ Maintenance Plan

The Cleaning Service Provider shall develop, adopt, and maintain a plan for the use of powered janitorial equipment that maximizes the effective reduction of building contaminants with minimum environmental impact. Cleaning Service Providers shall evaluate that the janitorial equipment currently being used is functioning properly (as validated by equipment manufacturer or by reputable third party service organization) or that it is tagged out of service. Cleaning Service Providers shall develop a plan for the phase-out of equipment that does not, at a minimum, meet the following specifications:

- Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
- Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.
- Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 dBA.
- Propane-powered floor equipment must have low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or



Equipment (SORE) program, and shall be equipped with catalytic and exhaust monitoring systems in addition to other requirements for floor equipment set out in the section.

- Current in-use propane-powered equipment may only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
- Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

A component of this plan also shall include a quarterly maintenance program that inspects and maintains the performance of janitorial equipment, as defined by the equipment vendor and records results in a maintenance log.

#### **4.0 REQUIREMENTS FOR PRODUCTS, SUPPLIES, AND EQUIPMENT**

##### **4.1 Environmentally Preferable Cleaning Products and Supplies**

4.1.1 For the following categories of cleaning products and supplies, the Cleaning Service Provider shall use only environmentally preferable products:

- General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
- Floor finishes and floor strippers;
- Liquid hand soap;
- Toilet tissue and facial tissue;
- Paper towels and napkins.

4.1.2 Plastic trash can liners shall contain a minimum of 10% post-consumer recycled content.

##### **4.2 Powered Cleaning Equipment**

All new, powered janitorial equipment purchased in this category shall meet the criteria listed in Section 3.3. These products include powered floor scrubbers, burnishers, steam extractors, vacuum cleaners, and power washers, and other powered cleaning equipment.

#### **5.0 CLEANING PROCEDURE REQUIREMENTS**

##### **5.1 Reducing Chemical Waste/Efficient Use of Chemicals**

Cleaning Service Providers shall:

5.1.1 Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.

5.1.2 Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis.

**5.1.3** Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.

**5.1.4** Train workers in the safe and effective use of all relevant chemical cleaning products.

**5.1.5** Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.

**5.1.6** Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.

**5.1.7** Prevent other building areas from being adversely affected.

**5.1.8** Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

## **5.2 Reducing Solid Waste**

Cleaning Service Providers shall:

**5.2.1** Purchase chemical products and supplies in quantities that minimize the amount of packaging and container waste generated.

**5.2.2** Whenever practicable, use reusable cleaning cloths or microfiber technology in lieu of paper products. Within 2 hours of use, dispose of, rinse, or place in a sealable container (i.e., metal flammable rag canister, locking plastic bag, etc.) that minimizes evaporation of cleaning product from all cleaning towels, cloths, and materials. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.

**5.2.3** Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community.

## **5.3 Vacuum Use/Maintenance**

The following requirements apply to the use of vacuum cleaners in Sections 5.4 and 5.5.

**5.3.1** Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.

**5.3.2** Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

5.3.3 Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

#### 5.4 Entryways

Cleaning Service Providers shall:

5.4.1 Keep outside entryways clean and free of debris through daily cleaning.

5.4.2 Ensure the use of walk-off matting both inside and outside building entryways that, at a minimum, meets the following requirements: 6-10 feet of scraper/wiper matting, followed by 6-10 feet of wiper matting, for an overall total of 12-20 feet of matting for every entry point to the building.

5.4.3 Vacuum matting daily or more frequently, if required (e.g., high traffic areas) to prevent migration of contaminants into the building.

#### 5.5 Floor Care

Floor care operations covered under the Standard include those for hard floors (e.g., resilient flooring) and carpets.

##### 5.5.1 Hard Floor Maintenance

5.5.1.1 For routine hard floor maintenance, the Cleaning Service Provider shall:

Vacuum to remove and contain particulate matter from flooring surfaces, or alternatively, use mops equipped with reuseable/cleanable collection heads or equivalent. Hard floors shall be cleaned on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for cleaning shall be:

- Daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Scheduled, as appropriate, to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

5.5.1.2 For periodic maintenance of hard floors, the Cleaning Service Provider shall:

- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

- Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- When floor restoration chemicals are used, apply with mop-on or autoscrubber methods rather than spray application.
- Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

#### 5.5.1.3 For restorative maintenance the Cleaning Service Provider shall:

- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
- Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and recoat operations to ensure adequate ventilation.
- Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
- Provide reasonable notice to building management prior to the commencement of non-routine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

#### 5.5.2 Carpet Maintenance

##### 5.5.2.1 Routine carpet maintenance criteria include the following:

Carpets shall be vacuumed on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for vacuuming shall be:

- Vacuum daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Vacuum to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

##### 5.5.2.2 Periodic light carpet cleaning is necessary to maintain carpeted floors.

Restorative deep carpet cleaning operations are appropriate when light carpet cleaning is insufficient to clean carpeted areas in heavy use areas. For periodic and restorative cleaning, the Cleaning Service Provider shall:

- Provide reasonable notice to building management prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.

- Perform carpet extraction on an as-needed basis rather than according to a regular schedule.
- Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12-hours when cleaning carpets or performing carpet extraction.
- Schedule carpet extraction to coincide with a period of minimum building occupancy.

## **5.6 Disinfection**

For cleaning operations that involve disinfection the Cleaning Service Provider shall:

**5.6.1** Perform disinfection in areas or on surfaces where pathogens can collect and breed, such as in restrooms or on door handles, bathroom faucets, and other fomites. Use disinfectants only where required.

**5.6.2** Perform disinfection using only EPA-registered disinfectants or EPA-registered disinfection devices.

**5.6.3** When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate), and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).

## **5.7 Restroom Care**

The following requirements apply:

**5.7.1** Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operations.

**5.7.2** Daily clean and disinfect surfaces touched by hands (e.g., door knobs, light switches, handles, etc.); clean and disinfect more frequently as traffic requires.

**5.7.3** Control and remove standing moisture from floor and bathroom surfaces in a timely manner.

**5.7.4** Use restroom cleaning equipment specifically for restroom cleaning only. Restroom cleaning equipment, excepting powered equipment, shall not be used to clean any other areas of the building. Specific situations where it is more efficient and sanitary to clean otherwise are exempt, such as hospital patient rooms with restrooms.

**5.7.5** Pull bathroom trash liners daily at a minimum and disinfect the trash receptacle.

**5.7.6** Fill all drain traps on a regular basis.

## **5.8 Dining Areas and Break Rooms**

Requirements for the cleaning of dining areas and break rooms shall include the following:

**5.8.1** Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health.

**5.8.2** Daily clean and sanitize surfaces that hands touch (e.g., faucet handles, drinking fountains, cafeteria lines).

**5.8.3** Equip waste containers likely to collect food waste with a cover, and empty once per day or when full; clean and sanitize daily.

## **5.9 Trash Collection and Recycling**

**5.9.1** Waste containers in food areas are addressed in Section 5.8.3 and restrooms are addressed in Section 5.7.5. Trash collection criteria for other areas include the following:

**5.9.1.1** Remove trash and replace liners only when they are soiled from wet trash, become broken, or as required; remove and dispose of trash before weekends and holidays.

**5.9.1.2** Dispose of trash in external, covered containers away from the immediate exterior of the building.

**5.9.2** In those situations where building management has implemented a recycling program, Cleaning Service Providers shall play a supporting role by conducting the following activities:

**5.9.2.1** Mark recycling stations clearly; stations shall be accessible to building occupants.

**5.9.2.2** Collect and remove from the building food-related recyclables (e.g., soda cans) prior to weekends and holidays.

**5.9.2.3** Inspect and clean recycling areas daily, including collection containers. Collect soda and other beverage containers weekly or more frequently as required.

**5.9.2.4** Work with building management to determine the following:

- Procedures for rinsing and separation of recyclables.
- Location and procedures for collecting recyclables.
- Periodic status of the recycling program including effectiveness and any problems regarding separation or collection of potential recyclable content.

### **5.10 Indoor Plants**

Maintenance of indoor plants shall include the following:

- Collect and dispose of plant debris, such as fallen leaves and flower petals.
- Ensure that plants are not in direct contact with carpet.
- Move plants away from HVAC vents.

In the event that indoor plant care is not the responsibility of the Cleaning Service Provider, the Cleaning Service Provider shall notify building management of situations where indoor plants are interfering with or compromising cleaning such as instances not in compliance with the above-listed criteria.

### **5.11 Vulnerable Populations**

In situations where cleaning operations have the potential to adversely affect any identified members of a vulnerable population, the Cleaning Service Provider shall:

**5.11.1** Schedule daily cleaning activities to avoid exposure of vulnerable populations to the cleaning process.

**5.11.2** Adopt alternative cleaning practices that minimize or make unnecessary the use of cleaning chemicals.

**5.11.3** Use cleaning chemicals in areas only where sufficient ventilation is present to allow chemicals to dissipate before the area becomes repopulated. Provide additional ventilation through the use of blowers to enhance the rate of chemical dissipation.

**5.11.4** Conduct cleaning operations in a manner that prevents the transfer of impacts to other areas of the building that may contain vulnerable populations.

## **6.0 COMMUNICATIONS REQUIREMENTS**

To ensure the success of the Building Specific Green Cleaning Plan, the Cleaning Service Provider must have a communications strategy with regard to cleaning personnel and facility managers. The communications plan shall be developed in conjunction with building owners, facility managers, and building occupants.

**6.1** Cleaning Service Providers shall:

**6.1.1** Provide employees with proper initial, on-site, or site-specific and annual in-service training. Training shall be done in a manner that respects any unique needs of the employee, such as limited English proficiency, physical challenges, or learning disabilities.

**6.1.2** Ensure that a system is in place for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improvements in the provision of services.

**6.1.3** Communicate to the management or owners of the building the presence of pests and any maintenance issues discovered while performing cleaning operations.

**6.1.4** Provide materials to facility managers that define opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments (e.g., reporting spills and making attempts to reduce clutter in personal spaces).

**6.1.5** Provide notification to building management of any cleaning products used in the building. This shall include a list of all chemicals that may be used. It also shall include the name, address, and phone number of the contact person; a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building; and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.

**6.1.6** Provide product MSDSs in a timely manner upon request.

**6.2** Facility managers shall be requested by CSPs to:

**6.2.1** Identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels, etc.) and have a process in place to work with management, cleaning staff, and individuals to mitigate the problem.

## **7.0 TRAINING REQUIREMENTS**

All cleaning personnel shall be trained in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures. In addition, procurement officers shall be trained in the selection of green cleaning materials (Section 4).

**7.1** Upon hiring, all cleaning personnel are required to undergo initial training on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment. This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.

**7.2** As part of initial training, all personnel are to be given standard safety training including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by Cleaning Service Providers and their personnel.

**7.3** Site-specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned. Site-specific training shall cover:



- Facility specific cleaning plan.
- Tailored procedural training (e.g., servicing areas for vulnerable populations) based on the Building-specific Green Cleaning Plan.
- Hazardous communication standards.

7.4 All employees shall receive continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon initial employment, followed by 24 hours of in-service training, continuing education, and/or professional development opportunities on an annual basis. Contractor management/supervisors shall have at least 24 hours of in-service training and/or education on an annual basis.

7.5 Records of training shall be maintained on each employee for all training specified within this Standard. The documentation shall include topics of what was included in the training, including a general outline of information covered, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records shall be retained for two years from their hiring date; records shall be retained for one year for former employees.

## 8.0 CERTIFICATION AND LABELING REQUIREMENTS

This Environmental Standard provides a benchmark for environmentally responsible cleaning services as well as a basis for evaluating and certifying such services in The Green Seal™ Certification Program. The Certification Program has an established procedure for accepting applications for products or services, evaluating them to an applicable Green Seal Environmental Standard, and certifying those that meet all the requirements for certification.

The certification requirements for Cleaning Service Providers include meeting all the criteria provided in this Standard in previous sections. Cleaning Service Providers that apply for certification will have to provide documentation demonstrating compliance with the criteria. In addition, to verify compliance, Green Seal will conduct on-site audits that may include the Cleaning Service Provider's own facilities, as well as a sample of the facilities cleaned by the Cleaning Service Provider.

Green Seal also conducts monitoring of certified products or services to ensure continued compliance with the requirements of certification. In this case, Cleaning Service Providers will have to maintain compliance with the criteria in this Standard and will be evaluated periodically by Green Seal to demonstrate that they do.

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After an applicant goes through the evaluation process, they will be notified if they meet all the requirements for their cleaning service to become Green Seal-certified. Upon certification, the Cleaning Service Provider will be licensed to use the Green Seal Certification Mark with respect to the certified service in accordance with the rules governing use of the Mark.

The Green Seal Certification Mark may appear in the advertising materials of a Cleaning Service Provider with respect to the cleaning service certified under this Standard.

The Green Seal Certification Mark shall not be used in conjunction with any modifying terms, phrases, or graphic images that might mislead consumers as to the extent or nature of the certification. All text and graphics using the Green Seal Certification Mark and Green Seal's name in advertising, brochures, reports, promotional or other materials shall be approved in writing by Green Seal.

Wherever the Green Seal Certification Mark appears, there must be a description of the basis for certification. The description shall be in a location, style, and typeface that are easily readable by the consumer. Unless otherwise approved in writing by Green Seal, the description shall read as follows:

"This cleaning service meets the criteria of the Green Seal™ Environmental Standard for Cleaning Services for reduced toxicity, waste, and exposure."

For use at specific facilities, unless otherwise approved in writing by Green Seal, the description shall read as follows:

"This facility is cleaned by a service that meets the criteria of the Green Seal™ Environmental Standard for Cleaning Services for reduced toxicity, waste, and exposure."

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