

**COUNTY OF FRESNO**  
**REQUEST FOR PROPOSAL**  
**NUMBER: 910-5456**  
**JANITORIAL SERVICES - PLAZA COMPLEX**

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Issue Date: March 9, 2016

Closing Date: APRIL 1, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Shannon W. Kirby,  
phone (559) 600-7116 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

Check County of Fresno Purchasing's website at  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for any future addenda.

Please submit all Proposals to:  
County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

TELEPHONE NUMBER

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( )

FACSIMILE NUMBER

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E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

PURCHASING USE: SWK:ssj

ORG/Requisition: 8935 / 1321601122

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

#### 1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

#### 2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

#### 3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

#### 4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

#### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

**County Administrative Policy No. 5** provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

**Fresno County Administrative Policy No. 34** provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

**Fresno County Administrative Policy No. 71** provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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# OVERVIEW

## INTRODUCTION

The County of Fresno is requesting proposals from qualified vendors to provide Janitorial Services in and for its **Plaza Complex** in downtown Fresno. The contract will awarded to one successful bidder who will provide all labor, material, equipment, supplies, taxes, insurance etc. to perform the services as specified in this RFP.

The County provides janitorial services in and for the majority of County owned and leased buildings. In recent years, janitorial services have been provided by a private contractor for the Plaza Complex.

This RFP articulates the required routine and periodic cleaning services, tasks, standards, requirements, and frequencies for the included buildings.

Bidders should assume that all buildings are completely occupied during normal daytime business hours.

All square footage figures stated within this RFP are estimated. Bidders are responsible for verifying at the pre-bid site inspection/vendor conference.

Population data (i.e. number of employees and public users) for these buildings is not available, nor are the quantities or costs of materials used by the current janitorial contractor serving these buildings.

The bidders shall submit information pertaining to their ability to perform the specified services in a reliable, practical, cost effective manner, while maintaining the highest standards regardless of the day or time. The County has specified its requirements for Janitorial Services in this RFP. The bidder's proposal shall meet such requirements.

## KEY DATES

<b>RFP Issue Date:</b>	<b>March 9, 2016</b>
<b>Vendor Conference &amp; Site Inspection:</b> <i>Vendors are to contact Shannon W. Kirby at (559) 600-7116 if planning to attend.</i>	<b>March 16, 2016 at 9:00 A.M.</b> Fresno County Plaza Building 2220 Tulare Street Fresno, CA 93721  <b><i>Meet in Lobby at eastside entrance.</i></b>
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>March 21, 2016 at 10:00 A.M.</b> E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>April 1, 2016 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

\_\_\_\_\_  
(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.\*\*

\_\_\_\_\_  
(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature (In Blue Ink) ( ) Telephone

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

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

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  
(in blue ink)

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. \* **Note: This form/information is not rated or ranked for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature in Blue Ink)

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Title

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. **Past performance and references may factor into the tentative awarding of a contract.** Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**BID DEPOSIT (SECURITY):** Each bidder shall provide and submit with their bid, a bid deposit in the amount of ten thousand dollars (\$10,000.00).

In the event a bidder or bidders fail to enter into an agreement for the services offered under their bid, such bid deposit shall be forfeited to County.

The bid deposit shall be in the form of a cashier's check, irrevocable letter of credit or a bid bond. The bidder's security when in the form of a cashier's check or bond shall be made payable to the County of Fresno.

The bid deposit of the apparent successful bidder shall be retained by County until the agreement has been fully executed by the apparent successful bidder and the County; or until County determines that all bids have been rejected.

All bid deposits (except bonds) will be returned promptly following execution of all agreements or when all bids have been rejected. Bonds will be returned only upon written request from the bidder.

**PERFORMANCE BOND:** The successful bidder shall provide a Faithful Performance Bond for the initial three year contract term. The bond amount shall be equal to the annual average amount of the contract for the initial three year contract term.

**EXAMPLE:**

COST Year One	COST Year Two	COST Year Three	Three Year Total Cost	*Average Annual Cost
\$100,000	\$105,000	\$110,000	\$315,000	\$105,000
				*Bond Amount

**Bidders shall consider the bond cost when determining their Monthly/Annual service rates.**

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor’s contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED:** No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process

and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Attn: Fenix Batista, Facility Services, 4590 E. Kings Canyon Road, Fresno, California 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY:** All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS:** Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599 **and** in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP:** The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**PREBID SITE INSPECTION/VENDOR CONFERENCE:** - A pre-bid Site Inspection/Vendor Conference will be conducted for the purpose of exhibiting the subject County facilities and explanation of the proposal requirements. This event is scheduled as follows:

- Date:** March 16, 2016
- Time:** 9:00 A.M.
- Location:** Fresno County Plaza Building  
2220 Tulare Street  
Fresno, CA 93721  
**Meet in Lobby at eastside entrance**

Bidders will be responsible for their own transportation and parking.

**Bidders shall contact Shannon W. Kirby at Fresno County Purchasing (559) 600-7116 if they intend to attend the site inspection.** An Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

- Agenda – Potential bidders should bring a copy of the RFP since it will be used as the agenda for the Vendor Conference.
- Questions - All potential bidders are encouraged to attend the Vendor Conference as it will be used as a forum for questions, communication, and discussions regarding the RFP. The bidder should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
- Prior Communication – Prior to the Vendor Conference, the bidder may submit written communications and/or questions regarding the RFP to the contact person identified on the RFP Cover Page. Such prior communication will provide the Owner with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the building and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.

**NUMBER OF COPIES:** Submit **one (1) original and six (6) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each

copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than March 21, 2016 at 10:00 a.m. Questions must be directed to the attention of Shannon W. Kirby, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

*NOTE:* The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**TRANSITION:**

- A. Upon award of the contract, the contractor shall work with the County and any other organizations designated by the county to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the County agency.
- B. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the County to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the agency. If requested by the County, the contractor shall provide and/or perform any or all of the following responsibilities:
  - 1. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the County and/or to the County's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the County.

2. Such assistance shall include completion of all Daily Requirements on the last effective day of the contract including restocking of all dispensers to normal limits.
- C. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the County, in order to ensure the completion of such service prior to the expiration of the contract.

**The County will withhold all or a portion of the final payment until such documentation is provided.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

## SPECIFICATIONS / SCOPE OF WORK

### JANITORIAL SERVICES – COUNTY OF FRESNO

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# JANITORIAL AND MOVING SERVICES

## INTRODUCTION

The County of Fresno is requesting proposals from qualified vendors to provide Janitorial Services in and for the downtown **Plaza Complex**. The contract will awarded to one successful bidder who will provide all labor, material, equipment, supplies, taxes, insurance etc. to perform the services as specified in this RFP.

The County provides janitorial services in and for the majority of County owned and leased buildings. In recent years, janitorial services have been outsourced for the Plaza Complex.

This RFP articulates the required routine and periodic cleaning services, tasks, standards, requirements, and frequencies for the included buildings.

Bidders should assume that all buildings are completely occupied during normal daytime business hours.

All square footage figures stated within this RFP are estimated. Bidders are responsible for verifying.

Population data (i.e. number of employees and public users) for these buildings is not available, nor are the quantities or costs of materials used by the current janitorial contractor serving these buildings.

The bidders shall submit information pertaining to their ability to perform the specified services in a reliable, practical, cost effective manner, while maintaining the highest standards regardless of the day or time. The County has specified its requirements for Janitorial Services in this RFP. The bidder's proposal shall meet such requirements.

## **DELIVERY REQUIREMENTS**

The County of Fresno, Internal Services Department: Facility Services will be responsible for the administration of the work requested under this Request for Proposal (RFP), and shall be the County's primary designee for all work performed under the terms of any contract resulting from this RFP.

The contractor shall provide a dedicated core of individuals for each facility as many County facilities and departments have special training requirements. **At a minimum, the contractor shall have adequate personnel to assign the same individuals to the assigned facility for one month at a time.** This provides continuity for County for services in specific locations.

## **Definitions, Terms, and Abbreviations used in this Agreement**

- **County Contract Administrator (CCA)** – The County will appoint a CCA, who will be authorized to administer the Contract/Agreement.
- **County Contractor Coordinator (CCC)** – The County will identify a number of CCCs who will be responsible for on-site coordination of the Contract, logistics, communication, and quality control inspections.
- **County Contract Team (CCT)** – The CCA and CCCs will function together as the County Contract Team (CCT).
- **Contractor's On-Site Representative (COSR)** – The COSR is the individual who has been authorized by the Contractor to act on their behalf regarding day-to-day implementation and execution of this Agreement.

## RESPONSIBILITIES OF THE COUNTY

### **Access to County Facilities**

The County shall provide access for the Contractor to the facilities that are to be serviced under the terms of this RFP. See section on **Security, Keys, and Alarms**.

**Contract Administration/Management**

The County of Fresno shall designate a County Contract Administrator (CCA) who shall act on the behalf of the County with respect to this Contract. The CCA will oversee the work as it progresses as well as to inspect materials which are used in the work. The CCA shall have authority to require the Contractor to comply with all provisions of this Contract. The CCA's decision upon all questions, claims and disputes will be final and conclusive upon the parties of the Agreement.

The CCA will initiate and chair regular Contractor progress meetings and will coordinate County's Agreement administrative functions. The CCA is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The CCA is not authorized to change any terms and conditions of this Agreement. Only the Contracting Authority (County Administrative Officer), by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

The CCA will shall designate one or more County Contract Coordinators (CCC) who shall provide hands-on, daily monitoring, quality control inspections, and oversight of the Contractor's performance and compliance with the terms of this Agreement. The CCCs will also handle any coordination and communication issues between the Contractor and building occupants.

The CCA and CCCs shall function together as a County Contract Team (CCT) in providing leadership and oversight of the Contract. The primary goal of the CCT is **to assure that the Contractor is successful in meeting the County's goals, objectives, and requirements.**

The CCC's shall report any deviations from the specifications to the CCA who shall have the authority to stop the work pending a decision by the County. It will be the right of the County at any time to stop defective work or to stop the entire work by the contractor if he is not complying with the rules, specifications and contract entered into between the County of Fresno and Contractor.

The County under advisement by the CCA shall have the right to require the Contractor to remove at anytime any employee of the Contractor who shall be employed on this job and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including County rules and regulations and such person shall not again be put to work on this job without written consent of the County.

The overall Contract Authority may at his/her discretion, and upon reviewing the requirements of the contract, cancel any and all services as specified within the contract due to negligence, incompetence, or failure to abide by the obligations within the contract. By definition, the overall Contract Authority is delegated to the County Administrative Officer.

**Electricity, Lighting and Water**

The County will supply to the Contractor light, power, and water for the cleaning of the facilities under the terms of this contract.

**Garbage and Recycling Service**

The County will provide designated spaces, bins, cans or locations where the vendor will deposit trash and recycled materials. Disposal of trash and recycled materials from these designated locations will be the responsibility of the County. All trash and recycled materials shall remain the property of the County until they are hauled away by the designated/authorized vendor.

**Storage/Janitorial Closets**

The County shall provide lockable spaces for Contractor's supplies and equipment. The County shall not be responsible for the Contractor's supplies, materials or personal belongings that may be damage, lost or stolen. The Contractor shall keep these storage areas organized and clean at all times. The Contractor shall provide the County access to consumable supplies that may need to be replenished during the daytime shift when the Contractor is not on-site.

**Responsibilities of the Contractor**

Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

**Communication**

Regular communication between the Contractor and the County is fundamental to the success of this relationship.

The Contractor shall immediately notify the CCA if there is a deficiency in any assigned area pertaining to the Contractor being unable to fill any requirement of the contract.

Contractor shall attend and actively participate in all communication meetings scheduled by the County.

**Telephone and Paging Service**

The Contractor shall provide a telephone paging service and paging or cell phone device. The Contractor shall provide the COSR a pager or cell phone, which shall be worn at all times during the performance of the Service. Contractor shall assure that they have a means (at all times) for contacting and being contacted by their employees who are deployed to various locations. Contractor shall provide the pager or cell phone number to the CCA and County Security

**Contractor's Response Time**

The Contractor shall maintain a 24-hour business phone and/or telephone answering service. Phone answering machines are not acceptable. Contractor shall also maintain an active e-mail account. Contractor shall respond to all phone or e-mail messages regarding incomplete or defective work before the expiration of the next County workday (8:00a.m to 5:00p.m Monday through Friday). Remedial work shall be completed within 24 hours after receiving County's notification unless otherwise stated in this RFP.

**Conduct**

The Contractor is responsible for the conduct of their employees. Examples of required and prohibited conduct include:

The Contractor's personnel shall:

- Be restricted to work areas to which they are assigned.
- Take rest breaks only in pre-assigned areas.
- Conduct themselves in an orderly and safe manner

The Contractor's personnel shall NOT:

- Loiter in the building.
- Smoke in County facilities or within 25 feet of any exterior building entrance.
- Use any County of Fresno telephones, copy machines, or other equipment or supplies, regardless of the purpose.
- Touch nor disturb personal items stored by County employees in their offices and work areas, break rooms, refrigerators, etc.
- Possess, use, or be under the influence of alcohol or illegal drugs while on County property
- Engage in soliciting, gambling, or any immoral or undesirable conduct on County property

**Contractor's On-Site Representative (COSR)**

The Contractor shall have a designated COSR on-site during all shifts. If the primary assigned COSR is absent, the Contractor shall provide a competent replacement that has the authority to carry out the terms and provisions of the Agreement.

**Damage Repair and Restoration**

The Contractor shall repair and restore to its original condition any County property damaged by his operations at no cost to the County. Contractor shall be responsible for damage caused by his/her staff to personal property of County employee's.

**Emergencies - Deployment of Janitorial Services during Declared Emergencies**

In the event of a declared emergency, the CCA shall notify the Contractor's representative to mobilize contractor's staff assigned to this Agreement to redeploy to designated facilities, as directed. It is understood that during a declared emergency, or a County of Fresno declared critical event, identified facilities may be closed and may or may not require service during the event.

Other designated facilities may become emergency control centers and may require special measures, to include up to 24-hour services. Pricing for emergency services will be at the rate stated in the pricing schedule.

**English Language Fluency**

Supervisors and leads provided by the Contractor must be fluent in English. Fluency will be defined as the ability to communicate (speak, read and understand) in English. The CCA may review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the cleaning specifications of this contract and explain the application of these requirements.

**Equipment**

The Contractor shall provide and use only equipment that is suitable for a commercial cleaning environment. The contractor shall not use any equipment or products which may be injurious or damaging to the surfaces upon which they are to be applied. The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, carpet cleaning machines, vacuums, and any other equipment necessary. Equipment found to be defective, damaged or hazardous shall be removed from County facilities.

Vacuums must be equipped with a proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

No propane buffers are to be used in any Facilities which have day time service.

The contractor shall be assigned a closet(s) in the building(s) for storage of all janitorial equipment and products necessary for the cleaning the building. Contractor shall leave janitor closet clean, neat and orderly, this shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms etc.

**Organization Chart**

The Contractor shall prepare, keep on file and furnish a copy to the CCA an organization chart. The organization chart shall be updated whenever changes are made, with a copy sent to the County's Contract Administrator, and shall show the assigned work area of each employee, by position and by scheduled hours of work.

**Parking**

Parking is the responsibility of the Contractor.

**Performance Requirements/Quality Control**

Purpose

It is the intent of the County to have its facilities maintained in accordance with the highest industry standards of cleanliness, subject to established best cleaning practices and the terms and conditions described herein. The Quality Control and inspection process described herein was developed specifically for this RFP, and has not been used in previous janitorial contracts.

Inspections

In order to achieve this objective, all performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement.

Regular quality control inspections are scheduled and conducted at the discretion of the CCA according to the needs of the facility, Contractor’s current and historical performance, and the frequency deemed necessary to insure the County’s objectives and standards of cleanliness are being met. Inspections and the performance evaluations that result are intended to improve the Contractor’s awareness of cleaning issues at the facility, identify areas of needed improvement or special attention, identify areas where additional training or supervision of Contractor’s employees is indicated, and provide a quantifiable evaluation of Contractor’s performance. Quality control inspections may be conducted at any time during the month, either day or night.

Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor’s performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor’s performance.

Inspection Results – Remedies for Services that Do Not Conform to Specifications and Requirements

If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them.\* When the services to be performed are of such a nature that Contractor’s cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County\*\*. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

\*Service deficiencies involving routine service are to be corrected immediately upon notification. Service deficiencies involving periodic items or special service requests are to be corrected within 10 working days from the date of notification.

\*\*Process for determining price reductions that reflect reduced value of the services received by County

The County will use the Inspection process to verify the Contractor’s level of conformance and compliance with the specifications of the Agreement. The Inspection process will utilize an Inspection Form which assesses a total number of awardable quality control points for each facility. Points are deducted for service issues noted at the time of inspection.

A quality control score (**QCS**) is determined by dividing the total score received by the total number of awardable points for the facility.

Example: If the total point value for a given facility is 100, and 85 points are retained after point deductions are made during inspection, the **QCS** for the facility would be 85/100 or 85%. Sample inspection reports for each facility to be serviced shall be provided to the contractor prior to the commencement of work.

Minimum Acceptable Rating

The minimum acceptable **QCS** for all County facilities is 90%. All facilities must meet or exceed the minimum net **QCS** in order for the Contractor to qualify for full payment on invoices submitted under this contract.

Method of Rating

The quality control scores are awarded on a “Pass/Fail” basis. A required task that is only partially complete at time of inspection shall be considered incomplete, and be subject to deduction of the assigned points for

that task. No partial points shall be awarded for incomplete tasks. Evaluation of a task’s completeness or incompleteness and assessment of point deductions are at the discretion of the CCA.

Example – If the item being inspected is “Carpet Vacuuming and Spot Cleaning” and it is determined that it was done in some areas but not others, the task as a whole will be given a “Fail” grade.

Payment Reductions

Should the net **QCS** on any given facility fall below 90%, payment on outstanding invoices for the facility or group of facilities may be reduced by a corresponding payment reduction.

The CCC’s recommendation is reviewed by and any payment reductions are assessed at the discretion of the CCA. The CCA may waive, reduce, or increase the payment reduction if, in his opinion, such action is warranted.

Calculation of payment reductions

<b>Net Quality Control Score</b>	<b>Payment Reduction</b>
90 – 100%	-----
85 – 89%	10%
80 – 84%	15%
75 – 79%	20%
0 – 74%	25%
90 – 100%	-----

Exceptional Payment Reductions (EPR’s) Notwithstanding the above, the CCA may recommend and assess a higher payment reduction, if, in their opinion, such is deemed warranted due to consistent issues of poor performance, unresponsiveness, or egregious violations of the terms and conditions of this agreement. Exceptional payment reductions may also be assessed based upon Contractor’s overall performance and responsiveness in completing corrective action required to cure service deficiencies. **EPR’s** shall be assessed in increments of 5% of the total monthly contract price for the facility.

At the County’s option, the required services may be secured from another source(s) deducting the actual cost of the service rendered from the amount owed the Contractor by the County.

Payment reductions will be assessed on Contractor’s outstanding invoices. A cure notice may accompany payment reduction of 20% or greater.

Cure Notice

A Cure Notice is an official notice to the Contractor that the services being provided are unacceptable and that by a specific date these services are to be made acceptable. Failure to cure the unacceptable service shall result in the termination of the contract for default. Should the Contractor be terminated for default, contractor may be liable for any excess cost to the County of Fresno for re-procurement of these services

# QUALITY CONTROL INSPECTION REPORT

**DRAFT**

SERVICE TYPE:	JANITORIAL
FACILITY NAME:	
NAME OF EVALUATOR:	

RFP		LOT NO.:	
CONTRACTOR:			
INSPECTION DATE:		TIME:	

QUALITY RATING (%):	100%
INSPECTION RESULTS:	PASS

POINTS PASSED:	425
POSSIBLE POINTS:	425

COMMENTS:

GENERAL CLEANING	POINTS	PASS	FAIL
Elevators	15	15	
Exteriors	15	15	
Floors, Hard Surface	40	40	
Floors, Carpeted	40	40	
Furniture	20	20	
Lighting	10	10	
Maintenance Reporting	10	10	
<b>Restrooms</b>			
Toilets and Urinals	20	20	
Sinks/Lavatories	20	20	
Counters and other Surfaces	20	20	
Mirrors	20	20	
Dispensers and Supplies	20	20	
Baby Changing tables	5	5	
Stairways	15	15	
<b>Surfaces</b>			
General	20	20	
Ash Trays	5	5	
Brass, Chrome, Stainless Steel	10	10	
Chalk and White Boards	5	5	
Drinking Fountains	15	15	
Glass	20	20	
Trash and Recycling	20	20	
Windows and Window Coverings	20	20	

**PERIODIC TASKS**

DATE LAST COMPLETED	MONTHLY (COURTS QUARTERLY)
	Scrub/Refinish all restroom floors
	Strip/Refinish areas per contract
	Shampoo areas per contract

DATE LAST COMPLETED	SEMI-ANNUALLY
	Shampoo all carpeted areas completely
	Strip all tile areas completely

Date Last Completed	ANNUALLY
	Wash Windows/Awnings

MISCELLANEOUS	POINTS	PASS	FAIL
Log Books and other paperwork	10	10	
Security Requirements	10	10	
Uniformed Staff	10	10	
Janitorial Closet hygiene	10	10	

ADDITIONAL INFORMATION	
Inspection Type	Routine
Minimum Acceptable Rating	90%

<b>SUBTOTALS</b>	425	425	0
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**Progress Meetings**

The CCA will initiate periodic (monthly as a minimum) meetings with the Contractor to review the Agreement performance. At these meetings the CCA will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the CCA (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the CCA and the COSR. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**Relief Staff for Absenteeism and Vacation**

The Contractor shall provide relief personnel as necessary and work overtime as required at no additional cost to the County to ensure that the **Routine** and **Periodic** Services are performed daily as required per the contract.

If the COSR or supervisor is absent, the Contractor shall provide a competent replacement who has the authority to carry out the terms and provisions of the Contract. The Contractor must notify the CCA of any supervisory changes.

**Safety**

The Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202, and General Industry Safety Orders.

Illness and Injury Prevention Plan (IIPP) - Such orders require employers to establish, implement, and maintain an effective injury and illness prevention program (IIPP). The Contractor's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens," and Section 5194, "Hazard Communication." The Contractor's IIPP must be included in the Contractor's Written Plan of Action, which must be submitted to the CCA on or before the first contract progress meeting.

Asbestos Awareness Training - Contractor's staff working in designated County facilities known to contain asbestos must have asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance and Janitorial staff as set forth in Code 40 of the Federal Regulations (CFR) 763.92(a)(1). Documentation verifying the completion of Asbestos Awareness by Contractor's employees must be included in the Contractor's Written Plan of Action, which must be submitted to the CCA on or before the first contract progress meeting.

Safe Cleaning Processes and Procedures - The Contractor's staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The Contractor's staff shall provide and place appropriate warning signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.

Personal Protective Equipment (PPE) - The Contractor assure that staff utilizes all PPE is required by law and necessary to reduce employee exposure to safety hazards.

Safe Maintenance of Equipment - All cleaning equipment (such as vacuums, buffers, cords, mops, buckets, etc.) shall be properly maintained as to promote safety. (Equipment found to be defective, damaged or hazardous shall be removed from facility).

**Security, Keys, and Alarms**

Security is of great concern to the County. The Contractor is advised that failure to fully comply with the security requirements of this contract is a breach of security and shall result in the termination of this contract for default.

All persons performing duties under this contract shall be acceptable to the County. This will include all owners of sole proprietorships, members of partnerships or joint ventures; principals of corporations and all others who might have access to County facilities without the supervision of a County employee.

The Contractor's employees shall be subject to and at all times conform to the County's security rules and regulations and shall cooperate with Security personnel. Any violations or disregard of these rules may be cause for denial of access to County property.

Background Investigations - Background checks are required for all contract employees before access will be permitted to County facilities/property at the beginning of specific contract service. All contract employees must obtain and maintain clearance for serving in County jail/detention facilities and other potentially sensitive and secure areas. This clearance is only granted after a successful background check, done by the County of Fresno Sheriff's Department. (It is understood that other agencies can also do Live Scan screening, all employees for this RFP must have their background checks done by the County of Fresno Sheriff's Department.)

The background checks are performed via a "Live Scan", where a full set of electronic fingerprints are taken and electronically transferred to the Department of Justice for confirmed identification and a full report back on criminal history. This process currently costs \$52 person, (\$32.00 of which goes to the Department of Justice and FBI, and \$20.00 for the Sheriff's rolling/fingerprinting and processing\*).

Contractors shall submit one check covering cost for all employees payable to: Sheriff, County of Fresno. The Contractor will be notified regarding the result of background checks. Those that are acceptable will be directed to report to County of Fresno Security to have their photo taken and ID badge issued.

It takes approximately 20 minutes to gather the required information and electronic fingerprints, plus waiting time. The Live Scan process is done on a first-come, first served basis between the hours of 7 a.m. and noon, Monday-Friday. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), depending on how extensive the person's criminal history is

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

All applicants shall be approved prior to their entrance into the facility and may not be approved under any of the following circumstances:

1. If they have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. If they have ever been charged with a felony or are under investigation for a felony.
3. If they are charged with or convicted of any crime committed in or at a correctional institution.
4. If they are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. If they have been refused a license as a private investigator or had such license revoked.
6. If, in their application, they have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record.
7. If they have made omissions or false statements on their application for admission.
8. If they have no valid business for entering the facility.
9. If their admission represents a threat to institutional security and/or staff or inmate safety.

Further information regarding the criteria for background check clearance, including an appeal process for someone who may be denied clearance, is available upon request.

**Identification (ID) Badges**

The Contractor’s employees will be issued a Contractor badge that must be visibly worn at all times during performance of work in County buildings. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties.

- A. ID badges will only be given to applicants successfully completing the background investigation. ID badges will be issued when the employee’s photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete.
- B. Contractors shall pay \$11.99 per employee for identification badges by submitting one check covering the cost for all employees payable to County of Fresno, Security.
- C. Rates are established by County Auditor and fluctuate annually.
- D. County issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
- E. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The contractor is responsible for collecting the ID badges and turning them in to the CCA or the County Security Office when a contract ends or when an employee leaves employment. The contractor assumes all responsibility for their employee’s use of and the return of the County ID badges. The contractor shall be charged for each badge not returned. At the expiration and or termination of the contract, final payment shall be withheld until all ID badges are accounted for.
- F. The ID badges will only be issued to the individual cleared and that individual will need to present themselves in person with a valid, clean, and legible copy of a Driver’s license or State issued Identification Card.
- G. All contractors shall prepare a written policy on use of County ID badges for County approval and shall provide periodic training on the policy to employees.

**Access to County Facilities**

Contractor access to County facilities is limited to those individuals who have received security clearance and received their I.D. and are designated to perform the Contractor’s work. Contractor’s staff shall not bring in children or other persons not cleared. Failure to fully comply with the security requirements of this Agreement shall be considered grounds for termination of the Agreement.

The misuse of any County issued ID, Access Control Card, keys or alarm codes by the Contractor or any of the employee’s of the Contractor shall be considered as failure to fully comply with the security requirements of this Agreement and shall be considered grounds for termination of the Agreement.

Access for Weekends and Holidays must have prior approval from County Security. This includes all County facilities for which the contractor’s is providing Janitorial services under this Agreement.

**Keys**

All County buildings are locked after hours when they are closed. Additionally, many County buildings have areas that are secured and locked during normal business hours.

The County shall provide access to the Contractor for all spaces that they are required to service under the terms of this RFP. In facilities that have County Security on-duty, the task of locking and unlocking doors for the Contractor may be done by Security. Otherwise, the procedure for granting access to the Contractor will be as follows:

COSR or Supervisor shall meet with a CCC or other County representative at a designated location at the beginning of the daily work shift. The County will issue required keys to the Contractor, who will issue them to

their staff, as needed. At the end of the shift, the Contractor shall inventory these keys and return them back to the County representative. The Contractor will be responsible for all of the keys while in his possession.

These keys are to be used for the purpose of accessing Contractor's staff to the facilities for the performance of contracted services only. Any other use is expressly prohibited.

All keys issued to a Contractor will remain the property of the County and shall be returned upon demand or at the termination of the Agreement.

**Lost Keys**

Should the Contractor lose or have stolen any keys issued to them, they must immediately notify the CA, in writing, of the loss identifying the facility for which the keys were lost, who lost the key, where they were lost, date and time loss was discovered; and what actions the Contractor has taken to prevent future losses.

The Contractor shall be responsible for all costs associated with lost or stolen keys. These costs may include changing locks or keys to the building, rooms, or other assigned areas accessible by the lost or stolen key, and will be deducted from the Contractor's monthly invoice to the County for the Services performed under this Agreement.

UNAUTHORIZED DUPLICATION OF KEYS TO COUNTY FACILITIES IS A MISDEMEANOR UNDER CHAPTER 3, SECTION 469 OF THE CALIFORNIA PENAL CODE."

**General Building Security**

When the Contractor is working after normal business hours, they shall prevent all unauthorized persons from entering the buildings and shall keep the buildings locked while the Contractor and the Contractor's personnel are on the premises.

When the Contractor and/or the Contractor's personnel leave the building, the Contractor shall lock all doors and turn off lights. In addition, if the building contains other security systems(s), the Contractor shall contact County Security to activate the system(s) in order to protect the security of the buildings.

**Alarm Systems**

The County maintains security alarm systems in numerous facilities. In some instances these are multiple systems within a facility. These alarm systems will be managed and controlled by County Security. The Contractor will not be issued alarm codes.

The Contractor will receive an orientation regarding the policies and procedures for activating and deactivating alarms as well as the standard schedule. Generally, alarms are activated only when facilities are closed for normal business.

The Contractor shall be responsible for contacting County Security prior to entering an actively alarmed building in order to have the alarms deactivated. Additionally, the Contractor shall contact County Security to re-activate alarms when they are leaving the building at the end of the shift.

The Contractor shall be responsible for any and all false alarm response charges that were prompted by their actions or negligence.

**The contractor shall be responsible for securing all doors and windows before leaving the facilities.**

**Sign-In and Periodic Service Logs**

Sign-In Log – The Contractor shall provide and maintain a sign-in log book in each facility. The sign-in log shall include typed or legibly written names of all employees and a place for their signature. This Log shall note the time of arrival and departure of all Contractor's staff. All entries are to be legible. The logbooks are to be kept neat/orderly and are not to be removed from facility or altered.

Service Log – County will provide and the Contractor shall maintain a Service Log book that documents all periodic tasks and is used to verify their completion.

The Contractor shall keep a copy of the Agreement, as a point of reference, with the log books in the janitorial closet.

**Supervision**

Contractor shall provide and maintain supervision of all janitorial staff in all facilities. The Contractor must notify the CCA of any supervisory changes.

Contractor's employees shall have immediate access to a Supervisor within the Contractor's company. The Supervisor shall be immediately available to respond within a 15 minute response time in emergency situations. Supervision shall be provided during all hours of services. Contractor's staff shall be dispatched by the Contractor, or provided with other means of immediate notification in emergency situations.

The County of Fresno shall be provided with a telephone number that can be used on a 24-hour, 7 day a week basis (including weekends and holidays) to call for immediate responses for any janitorial emergencies.

Supervision shall consist of, but not be limited to the following:

1. Supervisors shall plan, schedule and assign work to all Janitors.
2. Supervisors shall make inspections to review work in progress, and inspect to ensure work is completed satisfactorily and in compliance with the standards articulated in the RFP.
3. Supervisors shall ensure security of facility/facilities are met and comply with safety regulations.
4. Supervisors shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping, damp mopping, dust mopping, shampooing, etc.
5. Supervisors shall enter and maintain periodic tasks in Janitorial logbook and check supply levels.
6. Supervisors shall respond to questions, complaints and requests from facility occupants.
7. Supervisors shall carry cell phone/radio and respond within 15 minutes when called by the CCA or CCC.
8. Supervisors are responsible for the critical processes of watching and directing activities of their crew(s). The Contractor shall not have supervisors performing Janitorial Services.
9. Supervisors must work with and maintain a positive working relationship with the County's staff, the tenants of the building, and the general public.
10. Supervisors must ensure that the reports are submitted as required and as needed.
11. Supervisors must contact the CCA on a daily basis regarding problems and other directions.
12. Supervisors must be available to meet with the CCA between normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

**Supplies**

The Contractor shall be responsible for procurement, storage, distribution of all cleaning products and supplies necessary to perform the services required herein. The following list of cleaning products and supplies, while not exhaustive, illustrates many of the typical cleaning products and supplies that are required.

- |  |  |
|--|--|
| Air Sanitizer                                | Graffiti Remover - (E.G. Knock Out)            |
| Batteries For Air Sanitizers, And Other Uses | Hand Cleaner                                   |
| Broom  | Hand Soap, Anti-Bacterial                      |
| Broom, Angled                                | Insect Spray                                   |
| Broom, Push                                  | Lamps; Various Sizes                           |
| Brush, Counter                               | Mop Bucket/Wringer                             |
| Brush, Long Handled                          | Mop Handles                                    |
| Brush, Tile                                  | Mop Heads                                      |
| Caddy Bag                                    | Pad Locks                                      |
| Carpet Cleaner/Shampoo                       | Pads (Various) For Floor Machines              |
| Carpet De-Foamer                             | Paper Towels, Rolls (E.G. Enmotion Dispensers) |

Carpet Deodorizer	Paper Towels; Multi-Fold
Carpet Spotter	Polish, Metal
Cleaner, All Purpose	Polish, Wood
Cleaner, Bleach	Polishing And Scouring Pads, Floor Machines
Cleaner, Degreaser	Power Cord Sensors
Cleaner, Disinfectant (E.G. Rejuvenal)	Rags
Cleaner, Glass	Safety Equipment
Cleaner, Multi-Purpose	Safety Signs; Wet Floor, Etc.
Cleaner, Stainless Steel	Sanitary Napkin Disposal Bags
Cleanser	Sanitary Napkins
Deodorizer, Metered	Scouring Pads
Dispenser, Hand Soap	Scrapers
Dispenser, Multi-Fold Towel	Soap, Liquid Hand Soap
Dispenser, Sanitary Napkins	Sponges
Dispenser, Toilet Set Covers	Spray Bottles
Dispenser, Toilet Paper	Squeegee
Dust Pans	Stripping Pads
Electrical Cords	Toilet Bowl Cleaner
Feather Duster	Toilet Bowl Mop
Floor Finish - (E.G. Pioneer)	Toilet Paper
Floor Sealer	Toilet Plunger
Floor Stripper	Toilet Seat Sanitary Protective Cover
Furniture Polish	Towels
Garbage Bags, Various Sizes	Trash Can Liners, Various Sizes
Gloves, Latex	Urinal Scented Blocks/Screens
Vacuum Bags	

Refer to Cleaning Standards and Requirements, section of this RFP for more information regarding the Contractor's responsibilities for furnishing supplies.

**TRAINING**

The Contractor shall provide each employee with adequate training to completely perform all services specified within this RFP. The Contractor must not assign any work to any employee for which they have not been trained.

The Contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, type and date of each training received and the instructor. The Contractor shall present such records for inspection twice a year upon request by the CCA.

As a minimum, the Contractor shall provide each employee with instructions in the following subject areas within the first four weeks of employment and again during each six-month period during the employee's tenure. Documentation of these training sessions shall be sent to the CCA.

1. Orientation to custodial operations
2. Tools & Equipment – proper use and care
3. Cleaning Chemicals – proper use and dilution
4. Restroom Cleaning and Disinfecting
5. Floor Care- Shampooing, Stripping and Waxing Procedures
6. Office and Related Area Cleaning
7. Common and Public use Area Cleaning
8. Common Cleaning Mistakes

9. Safety Procedures for all situations typically encountered in the cleaning process, including exposure to lead, mold, asbestos, etc.
10. Sexual Harassment
11. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules compliance
12. Quality Assurance and Inspection Techniques (for Supervisor).

The training time that each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of the service.

Additionally, the Contractor shall provide quarterly safety training meetings which are designed to refresh employee knowledge regarding workplace safety issues and practices. Documentation of these training sessions shall be sent to the CCA.

**Uniforms**

The Contractor shall insure that all employees are clean, neat and appropriately dressed in uniforms at all times during the performance of the services.

The Contractor shall provide each employee performing the services under this Agreement with a clean laundered uniform each day. The uniform shall consist of pants and a shirt or smock with an attached badge or logo identifying the Contractor's name. A name badge identifying the first name of the employee, in a font size large enough to be seen from a distance, shall be attached to the shirt. The Employees must wear shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are not acceptable).

The Contractor shall supply, launder and maintain employee uniforms at no cost to the employee. The uniforms must meet the approval of the CCA.

**Vehicles**

The Contractor shall provide and be responsible for all costs associated with vehicles that are required to perform the services identified in this RFP.

**Written Plan of Operation**

At the time of the first contract progress meeting, the Contractor shall provide a written plan of operation. The plan of operation shall be typed and contained in a three ring binder with the Company name on the spine of the binder.

The plan shall contain the following information, organized into the following sections:

1. Table of Contents.
2. Facilities to be serviced
3. Staff's names pager numbers, addresses, and assignments
4. Name, phone number, pager number and home address of the individual who will function as the Contractor's On-Site Representative [COSR] for the firm. This section will include a document which articulates the [COSR]'s authority to contractually bind the firm with respect to monitoring and training of staff, and authority over staff.
5. Product lists with MSDS (Material Safety Data Sheets) forms for all products to be used.
6. Emergency Procedures
7. Injury and Illness Prevention Program (IIPP)
8. Detailed schedules for the performance of all Routine and Periodic services required under this contract.
9. Photograph of the company uniform.

**GENERAL INFORMATION****County Holidays**

The County observes 11 holidays as identified under Item No. 24 of the GENERAL CONDITIONS section of this RFP. With the exception of facilities that operate 24 hours a day/7 days per week, **Routine** Janitorial Services (as defined in this RFP) will not be required on County holidays. The County will not pay for services on days where they are not required or requested by the County, and this shall be reflected in the Contractor's monthly bill. This should be factored into the Contractor's cost proposal.

**Periodic** services (as defined in this RFP) may be completed on County holidays.

**Energy Conservation**

The Contractor shall comply will all energy conservation practices of the County.

- Turn off lights and equipment when not in use.
- Work within County energy management policies which call for thermostats to be set to warm up to 68° in the winter and cool down to 78° in the summer.

**Extra Services**

The County without invalidating the contract, may order **extra services** or make changes by altering, adding to, or deducting from the work only by written orders, initiated by the Contract Administrator, and properly approved and authorized and setting forth the amount of money to be added or deducted. The requirements and conditions specified herein are subject to change and are dependent on each individual user Department's needs at the time. The County may increase and decrease service requirements with written notice to the Contractor authorized by the Department and enacted by the Contract Administrator.

Example of extra service:

- Cleaning requested by the County that is above and beyond that which is specified in this RFP.

Any Extra Services shall be billed at the rates specified in your bid.

**Laws and Regulations**

Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.

*Note:* The provisions of the Displaced Janitor Opportunity Act (Labor Code Section 1060 et seq.), effective January 1, 2002, including specifically Labor Code Section 1061 (b) (1), must be complied with by successful bidder during the term of any agreement resulting from this Request for Proposal.

**Office Space**

Office space for the Contractor is not provided or included in the scope of this RFP, but is available for rent or lease.

## CLEANING STANDARDS AND REQUIREMENTS

It is the intent of the County that County facilities be maintained at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as minimums. All items not specifically included but found to be necessary to properly clean the buildings, shall be included as though written into this Statement of Work.

The term "clean" includes, but is not limited to, the complete removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, paint, etc. or cleaning product residue.

### Hours of Service

Cleaning of County facilities is to be done with as little hindrance of the County staff and clients as possible. In this context, the Contractor must be flexible to work around the scheduling needs of building occupants.

Except as otherwise specified in this Agreement, all work under this Agreement shall be performed between the hours of 4:00 p.m. and 1:00 a.m. Monday through Friday. (Remedial work done to correct deficiencies shall be done during daytime working hours, when required by the County)

The Contractor's employees will sign daily the Log books at each work location where they pick up keys. The COSR shall provide a copy of the weekly cleaning schedule to the CCA for approximate location of personnel at all times every Monday of each week

All periodic tasks that are normally done after hours may be performed during the day on County holidays Agreement.

### Cleaning Requirements

This section defines the general cleaning components, standards and requirements that apply to all buildings. In addition, there are some unique cleaning requirements which may exceed and supplement these general standards due to the nature of a building, the clients they serve and the services provided. Those site-specific cleaning requirements are defined in the **Exhibit A**.

#### **Frequency (examples)**

D-Daily

W-Weekly

M-Monthly

Q-Quarterly

SA-Semi-Annually

A-Annually

#D - # Days Per Week (e.g. 3D = 3 days per week)

MON, TUE, WED, THU, FRI - one day per week on a specific day

AN - As Needed (as determined by the County)

AR - As Requested

### Routine and Periodic

The minimum required frequency for each task is defined in the specific task sheets for each facility.

**Routine** - Cleaning tasks are ones that occur in the range of multiple times per day to weekly.

**Periodic** - Cleaning tasks occur less frequently and are done at intervals such as monthly, quarterly, semi-annually or annually.

Periodic tasks required advanced scheduling with the CCA. This assures that building tenants will have ample time to prepare for the service. It also gives building tenants the opportunity to identify any particular

problem areas that should be addressed. Contractor shall submit a written schedule showing the exact date of all monthly, quarterly, semi-annual and annual work to the CCA.

Periodic tasks also must be logged into the periodic service log book as they are completed and signed off by the CCA verifying their satisfactory completion.

Unless otherwise noted, **Periodic** Tasks shall be completed after normal business hours.

All Periodic Tasks shall be completed a minimum of once within the first 60 days of the Contract, and then according to the frequencies for each building documented in **Exhibit A**.

**Elevators**

**Routine** - Clean and vacuum elevator tracks on all floors to remove debris. Vacuum carpeted floor; sweep and damp mop hard surface floors. Clean elevator doors (on all floors) and walls with the appropriate cleaner for the surface material (e.g. stainless steel cleaner for stainless steel, wood cleaner for wood surfaces, general purpose cleaner for other surfaces.) Dry with a clean dry cloth. Remove any graffiti with graffiti remover and a damp cloth. Rinse with water and dry. Post wet floor sign, when needed.

**Periodic -**

**Exterior**

**Routine** - Sweep the exterior entrance area to within 15' from entrance. Remove trash. Remove all graffiti that can be removed with janitorial cleaners and processes. Report other graffiti to the CCC who will refer the work to County Facility Services.

Patios and courtyards that are within the perimeter of the building should be swept and cleaned regularly

**Periodic** - Hose down cob webs and dirt from eaves, awnings, and corners of facility with a high pressure hose, where needed. Post wet floor signs. Mop up any puddled water.

**Floors**

**Hard Surface Floors**

Contractor shall maintain all floors in such a manner as to promote longevity and safety upon completion of work; all floors shall be left in a clean, high luster shine, orderly and safe condition at all times.

The Contractor shall remove and replace furniture as required to perform the work, exercising necessary safety practices to prevent damage to County property and return to its proper place.

Contractor shall post sufficient safety signs indicating slip hazards and/or wet floor when buffing, damp mopping, stripping and waxing.

**Routine - Resilient and Hard Tile:**

Contractor shall sweep to remove loose dirt and other material on all service days.

Contractor shall spot clean all hard surface floors for (Spillages, stains, gum, candy, etc.) on all service days.

Contractor shall dust mop floors with a wide, treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from floor with a dustpan. Periodically shake out mop head into a plastic bag. When mop head gets soiled, put in a container marked dirty mop heads and replace with a clean mop head.

Contractor shall damp mop all surface hard tile (concrete, ceramic, resilient, wood, quarry, terrazzo, linoleum, etc) on all service days.

Upon completion of these tasks, floors shall be left in a clean, orderly, safe condition and free of all scuff marks, dirt, dust, soil, spots, stains, deposits, oil, grease, gum, finish residue buildup, etc.

**Periodic** - Contractor shall clean all baseboards and floor drains. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout.

Contractor shall spray-buff floor, using a floor machine equipped with a buffing pad, to a high luster. Apply a new coat of finish as needed or as requested by the CCA.

Contractor shall machine scrub restroom floors with a disinfecting detergent cleaner.

Contractor shall strip and refinish all resilient tile with 2 coats of skid-proof wax according to the periodic cleaning schedule or when requested by the CCA. Finish shall be applied only to appropriate areas free of residual dirt and build-up (i.e. swept, spot cleaned, and damp mopped) Floors are not to be left unfinished after stripping/scrubbing.

**Contractor shall scrub/strip and refinish all hard surface floors within the first 60 days of the Agreement and then according to the frequencies for each building as articulated in Exhibit A.**

**Finish Requirements:**

1. Removability
2. Slip Resistance
3. Durability
4. Gloss
5. Clear and no discoloration
6. Dry within 30 minutes.
7. Non- foaming wax
8. Non - powdering
9. Stability
10. Recoatability
11. Buffable

**Carpeting**

**Routine -**

Completely vacuum all high traffic areas.

Completely vacuum non-high traffic areas such as offices. This includes underneath desks, chairs, between walls and filing cabinets, behind doors and in comers and edges of carpet and wall. Move furniture as needed.

Spot clean to remove stains such those caused by spilled beverages, candy, gum, etc. Use stain and gum remover for carpets.

**Periodic - Contractor shall deep clean all hard carpeted floors within the first 60 days of the Agreement and then according to the frequencies for each building as articulated in Exhibit A.**

Contractor shall deep clean all carpets with spin bonnet or hot water extraction equipment. At a minimum of every fourth cleaning, hot water extraction cleaning is required in order to deep clean.

Proper carpet cleaning shall result in a carpet free from all types of airborne soil, dry dirt, spots, spills, stains, smudges and water/petroleum soluble soils. A cleaned carpet shall be uniform in appearance when dry and vacuumed.

Carpet extraction is to be done according to the periodic schedule. In addition, it shall be done when requested by the CCA.

**Furniture**

Furniture includes, but is not limited to desks, tables, reading tables, conference room tables, interview room tables, chairs, windows, and reception area partitions.

**Routine** – Dust and spot clean furniture. Clean employee desktops only if they have been cleared of papers.

Set-up conference rooms when requested by building occupants.

**Periodic** - Vacuum/spot clean all fabric stationary and movable chairs, benches, couches, partitions, etc. Clean counters and cabinets, moldings, door frames, furniture legs, arms rest. Note: personnel desks are not to be disturbed and or touched unless cleared by the occupant with a note left instructing that it be cleaned. Contractor shall restore all furniture, wastepaper baskets, etc., to their original position.

**Maintenance**

The County depends upon the Contractor and others to be vigilant and notice and report any maintenance issues immediately so that they may be addressed and corrected. Contractor shall report all maintenance-related problems to the CCA. Examples include, but are not limited to:

1. Burned-out lighting
2. Dripping or running faucets.
3. Leaking fixtures (such as toilets and urinals).
4. Continuously or long-running flush-o-meters.
5. Inadequate or non-flushing flush-o-meters.
6. Carpet tears that pose a trip hazard.
7. Loosened floor tiles.
8. Cracked or broken windows.
9. Door locking problems.
10. Pests (e.g. spiders, ants, roaches, mice)

**Miscellaneous**

**Routine/As Needed** - The Contractor is responsible for a variety of miscellaneous tasks that don't fit into other categories. They include, but are not limited to:

- Changing batteries in automated air sanitizers, automated paper towel dispensers and other similar items, as needed

**Restrooms**

The Contractor shall clean and disinfect all restrooms in the buildings at the frequencies identified in Exhibit A. For purposes of restroom requirements, "clean" shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a "hospital" grade disinfectant that kills fungus, virus, and bacteria and has organic soil tolerance.

**Routine** - Contractor shall clean all toilets, toilet seats, urinals. This includes removing any encrustation, stains, scale, deposits, and build-up.

Contractor shall clean and polish all exposed fixtures and piping, lavatories, counters, changing tables, dispensers, mirrors, partitions, doors, walls, moldings, ceiling and wall vents, shelves, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas using a germicidal detergent.

Deodorant urinal screens shall be used in urinals only. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used

In many buildings, restrooms must be checked and touched up or re-cleaned multiple times throughout a normal workday. Since the Contractor only works after normal working hours, this will be the responsibility of the County.

**Restroom Floors** - Contractor shall clean restroom floors according to the flooring standards, schedule, and protocol described in the flooring section.

**Stairways/Stairwells**

**Routine** - Contractor shall sweep stairwells and remove all trash. Contractor shall damp mop stairs and remove any stains, gum, etc.

Contractor shall scrub and sanitize hand rails.

**Periodic -**

**Supplies**

The contractor shall agree and understand that the County shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.

The Contractor shall be responsible for procurement, storage, distribution and supply of plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.

The Contractor must provide access to any consumable supplies that the County may need to replenish during normal working hours.

Contractor shall utilize and maintain supply dispensers that are currently installed. Contractor shall change batteries in paper towel dispensers where they exist, when needed.

Item	County currently uses	Notes for Contractor
Blood spill and body fluid kits	<u>Sorb-It</u> Absorbent	Same or equal
Carpet Cleaner	Reclaim Heavy Duty Carpet Cleaner	Same or equal
Floor Finish	Pioneer Stay Brite Finish	Same or equal
Floor Sealer	Pioneer Envirostar 2000	Same or equal
Floor Stripper	Pioneer Formula X Heavy Duty Stripper	
Lamps - Replacement Lamps/light bulbs -	The majority of lamps to be replaced are fluorescent T-8's, with some T-12's, in sizes ranging from 18" to 4' (41k). There are also some compact fluorescent and incandescent bulbs.	Same
Liquid Hand Soap	Generic antibacterial	Same or equal
Paper towels	Georgia Pacific White Multifold Towel 20389 Preference 16 Packs/case Scott rolled towels for Envision automated paper towel dispensers	Same or equal
Sanitary Napkins	Various	
Toilet Paper	Unbleached or non-chlorine bleached, must fit dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).  Jumbo Toilet Paper - 13728, "Acclaim" 8 rolls/case Georgia Pacific White 1ply Toilet Paper" Envision" 14580-01 80/case	Should
Toilet Seat Covers	Georgia Pacific White 1/2 Fold Seat Cover "Safe T Guard" 47046 20/case	Same or equal

Item	County currently uses	Notes for Contractor
Trash Can Liners	manufactured using 30% recycled materials and of good grade Liners, Can small 24 x 23 .30 mil black CS/1000 Liners, Can Medium 30 x 36 .74 mil black CS/250 Liners, Can Medium 40 x 46 .8 mill black CS/250	Same or equal
Urinal Deodorant Screens	Various	
Walk Off Mats	Various locations	Same or equal

**Stocking Dispensers**

1. Dispensers are to be refilled and cleaned daily
2. No refill/extra supplies shall be stocked in the area of dispensers
3. All dispensers found to be less than half filled will be considered insufficient.
4. Contractor shall maintain ten (10) day’s stock of restroom supplies in the Janitorial closets at all facilities for the term of the contract. (Note: Some facilities may not have a closet or room that can accommodate a 10 day supply. In those cases the items shall be stored in the nearest County facility that can accommodate the supplies).
5. Contractor is responsible for stocking the sanitary napkin/tampon dispensers and is entitled to the revenue deposited in these dispensers.

Material Safety Data Sheets (MSDS) - Prior to the contractor’s use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in each janitorial closet where materials area stored.

**Surfaces**

**General Surfaces** - Contractor shall dust and clean all surfaces including, but not limited to the following, to remove dust, finger marks, smudges, graffiti, gum, dirt buildup, and/or accumulation:

- baseboards
- ceiling and wall vents
- ceiling or shelf fans
- counters
- door frames
- door jams
- doors
- elevators
- fire extinguishers
- kick plates
- light switches (and surrounding wall area)
- metal trim
- moldings
- partitions
- picture frames
- push plates
- vending machines
- walls
- window blinds

**General Surface cleaning requirements include:**

- **Ash Trays** - Empty and Clean outside ashtrays, if applicable
- **Brass and Chrome** – Polish (brass, chrome, etc.) doorknobs, handrails, kick plates and push plates on doors or other pieces of door trim. Use a cloth and polish, wipe film dry.
- **Chalkboards and Whiteboards** - Chalkboards and white boards should only be cleaned upon request and with appropriate cleaner provided by the user department. Trays should be cleaned with a suitable cleaner.

- **Drinking Fountains** - Clean drinking fountains with germicidal detergent to sanitize. Remove calcium deposits with an environmental stain remover. Wipe off with a dry cloth, then polish and wipe dry. If drinking fountain drain is slow, report it to maintenance.
- **Glass** - Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass. Contractor shall clean all interior glass partitions, inside exterior glass, display cases, mirrors,

**Periodic**

- **Ceilings and Corners** – Remove cobwebs from all ceilings, doors, and corners within the building
- **Light fixtures** -. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
- **Vents, Grills and Diffusers** - Clean/vacuum all supply and return air diffusers and any other vents on walls or ceilings.

**Trash and Recycling**

**Trash Pick-Up and Removal**

**Routine** - Empty all waste receptacles, including wastebaskets, trash cans, and boxes (if labeled "trash", etc.) Deposit the trash into appropriate waste disposal containers. Empty boxes, papers, magazines, etc.; outside of trash receptacles not labeled trash are not to be removed.

Contractor shall ensure all waste receptacles are maintained in a clean and odor-free condition. Wash wastebaskets and replace plastic liners, as needed.

Contractor shall remove all trash and waste to a designated on-site dumpster or compactor) for disposal. If in doubt, set aside material and ask for direction from the CCA.

Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the building.

**Recycling**

**Routine** - Transport all recyclables such as mixed paper, plastic/glass and aluminum containers from bins inside County offices to designated location containers. Note that some buildings have extensive quantities of materials that must be recycled.

Empty large shredders and transport shredded paper to recycle locations. Empty small, "personal" shredders only upon request from building occupants.

All cardboard is to be broken down before emptying into the appropriate on-site container (i.e. compactor, recycle bin).

**Walk-Off Mats** – Provide clean walk-off mats at all times in locations where they currently exist.

**Windows and Window Coverings**

**Routine** - See "Surfaces" section regarding general glass cleaning.

**Periodic** – Periodic window glass cleaning is **done by a window cleaning contractor**.

Clean/dust all window coverings.

## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team’s item by item comparison of each proposal item. The vendor’s proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, “Original” or “Copy”, and bidder’s name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked “TRADE SECRETS”, see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.
  - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
  - E. A brief description of the bidder's current operations, and ability to provide the services.
  - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
  - G. Describe all contracts that have been terminated before completion within the last five (5) years:
    - 1. Agency contract with
    - 2. Date of original contract
    - 3. Reason for termination
    - 4. Contact person and telephone number for agency
  - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
    - 1. Location filed, name of court and docket number
    - 2. Nature of the lawsuit or legal action
  - I. Describe any payment problems that you have had with the County within the past three (3) years:
    - 1. Funding source
    - 2. Date(s) and amount(s)
    - 3. Resolution
    - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
  - B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

## RFP CHECKLIST (USE AS A GUIDE)

REQUIRED ITEMS	CHECK IF "YES"
One original copy plus six (6) additional copies which each include the following:	
I. RFP PAGE 1 AND ADDENDUM PAGE 1	
II. PROPOSAL IDENTIFICATION SHEET	
III. COVER LETTER:	
IV. TABLE OF CONTENTS	
V. CONFLICT OF INTEREST STATEMENT	
VI. TRADE SECRET ACKNOWLEDGEMENT	
VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS	
VIII. EXCEPTIONS (IF ANY)	
IX. VENDOR COMPANY DATA	
A. Profile/Background and Competence of the Bidder	
1. Structure of the Proposer	
2. Proposers Experience in Providing Janitorial Services	
a. Demonstrated Competence	
b. Financial and Business Standing	
c. Evidence of Appropriate Staffing to do the Work	
B. Organizational Chart	
C. Photo of Uniform to be worn by crew	
D. Any material (including letters of support or endorsement) indicative of the bidder's capability	
E. A brief description of the bidder's current operations, and ability to provide the services.	
F. Copies of the audited Financial Statements (to be available <u>after RFP closes</u> , upon request)	
G. References (minimum of 5)	
H. Terminated Contracts	
I. Describe all lawsuit(s) or legal action(s) that are currently pending	
X. SCOPE OF WORK	
A. General Discussion of your understanding of the scope of work	
B. Proposed alternative solutions to challenges or problems seen in the scope of work, if any	
C. Proposed Equipment	
D. Proposed Chemicals and Supplies	
E. Plan for Accommodating Emergency Requests	
F. Proposed Organizational Structure for this RFP (1 through 4)	
G. Sample Documents	
1. Sample Schedule for the Plaza Complex	
2. Sample Monthly Billing Reports	
3. Any other documents that will be used in the completion of services to the County	
XI. TRANSITION PLAN	
XII. COST PROPOSAL	

## AWARD CRITERIA

The criteria below are not weighted. All award criterion stated in the RFP will be considered and the combination yielding the most advantageous proposal(s) will be selected by the evaluation panel.

### **COST**

- A. As submitted under the "COST PROPOSAL" section (**Exhibit B**)

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. Is the staffing proposed for County services sufficient to provide an uninterrupted flow of services with consideration for holiday and other absences?
- C. Does the proposed staffing plan meet the requirement for continuity of staff assignments articulated in the RFP?
- D. The amount of demonstrated experience in providing the scope of services specified preferably for governmental facilities.
- E. Do the proposed equipment, supplies, and materials correspond to the cleaning needs expressed in the RFP?

# CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

- 1. \_\_\_\_\_ All signatures must be in **blue ink**.
- 2. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
- 3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
- 4. \_\_\_\_\_ **One (1) original plus six (6) copies** of the RFP have been provided.
- 5. \_\_\_\_\_ Provide a Conflict of Interest Statement.
- 6. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
- 7. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
- 8. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
- 9. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
- 10. \_\_\_\_\_ Indicate all of bidder exceptions to the County’s requirements, conditions and specifications as stated within this RFP.
- 11. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. <b>910-5456</b>
Closing Date: <b>April 1, 2016</b>
Closing Time: <b>2:00 P.M.</b>
Commodity or Service: <b>Janitorial Services - Plaza Complex</b>

**Return Checklist with your RFP response.**

## **EXHIBITS**

- A. Building Cleaning Specifications**
- B. Cost Proposal**

# Plaza Complex

The Plaza Complex is located at 2220 Tulare Street, Fresno, CA 93721. The Plaza Complex is primarily comprised of County offices and includes lobbies, hallways, conference rooms, and restrooms. The County has established its standard level of cleaning to provide both a sanitary and attractive work environment and ensure the health, welfare and safety of people who work at, conduct business, and visit the public facility..

Janitorial Services are to be provided to all areas as described in the RFP specifications, and according to the minimum frequencies documented in Exhibit A.

A County of Fresno, Facility Services' Janitor is available to respond to the Plaza Complex Building during weekdays to respond to emergency clean-ups and replenish consumable supplies. The Contractor will need to allow the County Janitor access to their consumable restroom supplies in the event that restocking is required during the day.

The County Janitor is not expected to perform cleaning tasks that are within the Contractor's scope of work. If the Contractor fails to perform their cleaning tasks, they will be contacted to remedy the situation at their expense. If it becomes necessary for the County Janitor to perform any of those cleaning tasks that are defined in the Contractor's scope of work, the cost will be deducted from the Contractor's invoice.

The Plaza Complex consists of the Plaza Tower and surrounding buildings (Child Support Services, Child Support Services Annex, Public Works, Elections and Probation).

**Minimum Staffing Requirements** – The Contractor shall provide the following, minimum, staffing requirements 8 hours per day, 5 days per week:

- **Supervisor – 1**
- **Janitors - 8**

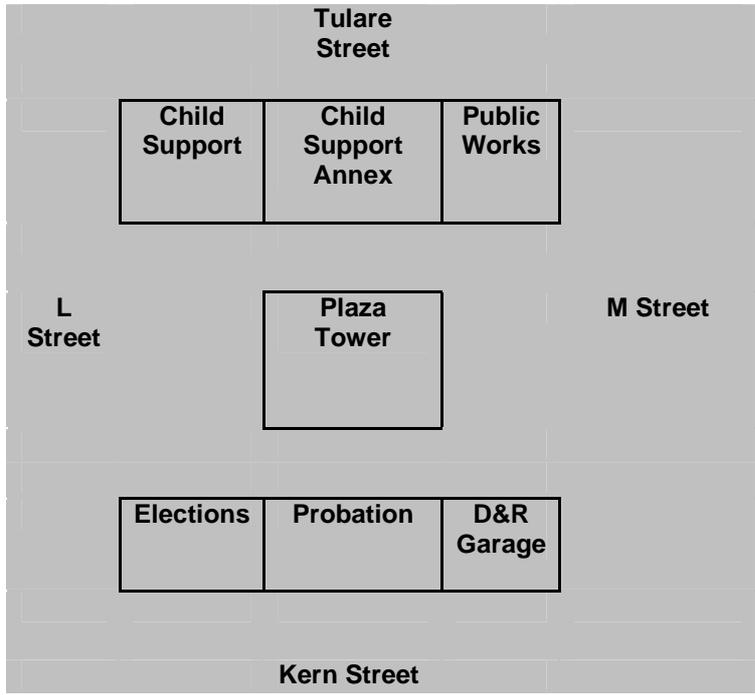
## Plaza Tower

Floors	Estimated Square Feet
Lower Lobby	9,505
Main Lobby	5,506
Floor 3	7,737
Floor 4	9,500
Floor 5	9,500
Floor 6	9,500

Floor 7		9,500
Floor 8		9,500
Floor 9		9,500
Floor 10		9,500
Floor 11		9,500
Floor 12		9,500
Floor 14		9,200
Floor 15		9,200
Floor 16		9,200
Floor 17		9,200
Floor 18		9,200
Floor 19		9,200
Floor 20		9,200
Floor 21		9,200

### Surrounding Buildings:

Elections		7,737
Probation		3,868
Child Support Services	Upper level	9,122
	Lower level	9,206
Child Support Services Annex	Upper level	1,853
	Lower level	1,776
Public Works	Upper level	8,033
	Lower level	7,822
Total Estimated SF		231,265



Building Name	610-PLAZA COMPLEX						
Area	Sub Area	Summary of task(s); refer to Scope of Work for details	"R" (regular) or "P" (periodic)	Entry Ways, Lobbies, Corridors, and High Traffic Areas	Offices, conference rooms, lounges	Restrooms	Comments
Elevators		Clean, vacuum, sweep, mop, etc.	R	MWF			
Exterior		Sweep, remove trash, etc.	R	D			
Exterior		Hose down cob webs, dirt, etc.	P	Q			
Flooring	Hard Surface Floors	Sweep, spot clean, dust mop, wet mop, etc.	R	D	MWF	D	
Flooring	Hard Surface Floors	Machine scrub/Spray buff	P	W	W	M	
Flooring	Hard Surface Floors	Strip and Wax	P	Q	Q		
Flooring	Carpeting	Vacuum and spot clean	R	D	W		
Flooring	Carpeting	Spin-bonnet clean/buff	P	W	W		
Flooring	Carpeting	Hot water extraction	P	Q	Q		
Furniture		Dust and spot clean	R	W	W		
Furniture		Vacuum fabric, polish wood, etc.	P	M	M		
Maintenance		Report maintenance issues	R	D	D	D	
Restrooms		Thoroughly clean, sanitize and polish all surfaces	R			D	
Restrooms		replenish all consumable supplies				D	
Restrooms		delime toilets and urinals				W	
Stairs/Stairwells		Sweep; remove trash; scrub and polish handrails; Vacuum carpeted stairs; damp mop hard surface floors	R	W			
Surfaces	General	Dust and spot clean all surfaces	R	D	MWF	D	
Surfaces	Ash Trays	Empty and Clean outside ashtrays, if applicable	R	W			
Surfaces	Brass and Chrome	Polish (brass, chrome, etc.) doorknobs, handrails, kick plates and push plates on doors or other pieces of door trim. Use a cloth and polish, wipe film dry.	R	W	W	D	
Surfaces	Chalkboards and Whiteboards	Clean board and trays. Use a damp cloth and carefully wipe tray and board.	R		MWF		
Surfaces	Drinking Fountains	Clean drinking fountains with germicidal detergent to sanitize. Remove calcium deposits with an environmental stain remover. Wipe off with a dry cloth, then polish and wipe dry	R	D	MWF	D	
Surfaces	Sinks and other fixtures		R	MWF	MWF	D	
Surfaces	Glass	Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass. Contractor shall clean all interior glass partitions, inside exterior glass, display cases, mirrors	R	D	MWF	D	

Area	Sub Area	Summary of task(s); refer to Scope of Work for details	"R" (regular) or "P" (periodic)	Entry Ways, Lobbies, Corridors, and High Traffic Areas	Offices, conference rooms, lounges	Restrooms	Comments
Surfaces	Ceilings and Corners	Remove cobwebs from all ceilings, doors, and corners within the building	P	M	M	M	
Surfaces	Light fixtures	Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.	P	AN	AN	AN	
Surfaces	Vents, Grills and Diffusers	Clean/vacuum all supply and return air diffusers and any other vents. This includes those mounted on ceilings	P	AN	AN	AN	
Trash and Recycling		Empty all waste receptacles, including wastebaskets, trashcans, and boxes (if labeled "trash", etc.) Deposit the trash into appropriate waste disposal containers. Empty boxes, papers, magazines, etc; outside of trash receptacles not labeled trash are not to be removed.	R	D	MWF	D	
Trash and Recycling		Transport of all recyclables	R	D	AN	D	
Trash and Recycling		clean concrete ara around compactor	R	FR			
Windows		Clean first floor exterior windows that are accessible from the ground floor	P				Done by window cleaning contractor
Windows		Clean/dust all window coverings.	P	M	M		
	D-Daily						
	W-Weekly						
	M-Monthly						
	Q-Quarterly						
	SA-Semi-Annually						
	A-Annually						
	#D - # Days Per Week (e.g. 3D = 3 days per week)						
	MON, TUE, WED, THU, FRI - one day per week on a specific day						
	AN - As Needed (according to the County)						
	AR - As Requested						