

INVITATION FOR BIDS (IFB)

Solicitation Title: **Custodial and Janitorial and Services**

Solicitation Number: **2021-01**

NOTICE TO BIDDERS:

DUE TO THE SOCIAL DISTANCING GUIDELINES IN PLACE, THE COUNTY OF SAN MATEO IS ACCEPTING A MAXIMUM OF 2 (TWO) VENDOR REPRESENTATIVES BEING PRESENT DURING THE BID WALK THROUGH. MASKS ARE REQUIRED

The County of San Mateo is seeking bids for custodial services.

IFB Release Date: May 10, 2021	Website: https://publicworks.smcgov.org Projects Out to Bid
Estimated Contract Value or Range (actual contract value will be based on bids received)	TBD
Duration of Contract	Three (3) Years
Options to Renew	TBD
Pre-bid meeting date and time (Mandatory)	May 24, 2021 8:00 AM Location: Safe Harbor 295 N. Access Rd South San Francisco, CA
Mandatory Walk Through Meeting: North County – May 24, 2021 @ 8:00 am South County – May 25, 2021 @ 8:00 am	North County Meeting Location: Safe Harbor 295 N. Access Rd South San Francisco, CA South County Meeting Location: Vocational Rehab. 550 Quarry Road San Carlos, CA
Deadline for questions and comments	June 1, 2021
Bid Due Date and Time	June 8, 2021 BY 4:00PM
Authorized County Contact Person	Duane E. Minor
Authorized County Contact Person e-mail	dminor@smcgov.org
Funding	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/local <input type="checkbox"/> Measure K
County Mailing Address	County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City, CA 94063
Email Address for Protests	jporter@smcgov.org

Submit your bid to Department of Public Works @ 555 County Center 5th Floor, Redwood City, CA 94063

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PART 1. DEFINITIONS

Bid Documents: Documents and forms required to be signed by the bidder and submitted to the County.

Business Day: 8:00 a.m. to 5:00 p.m. PST Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: information in any form that is not generally known and that is treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, as well as Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials or products provided to one party by the other, whether or not designated as confidential, proprietary, or sensitive, whether or not intentionally or unintentionally disclosed, and whether or not such information is subject to legal protections or restrictions.

Contractor: The company, individual, or other entity awarded a contract in conformance with the terms of this solicitation, as well as all employees, representatives, and agents of that company, individual, or other entity.

County: San Mateo County

County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by the County or the County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

Deliverables: goods or services required to be provided to the County under a contract.

DIR: California Department of Industrial Relations

DUNS number: Data Universal Numbering System; The 9-digit number assigned by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: any event or circumstance that was not caused by or under the control of a party that prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events that beyond the reasonable anticipation and control of the party affected.

Hosting: Storage, maintenance, and management of hardware, software, and the County Data by a party other than the County, on machines and at locations other than those operated by the County, where a party other than the County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by the County and the Contractor as possessing unique skill and experience that was a material consideration in the County's decision to award the contract.

Notice of Intent to Award: Notification by the County that it has selected a party to which it intends to award a contract.

Notice to Proceed: An electronic or hard copy document from the County instructing a Contractor to commence delivery of the goods and services to be provided. The document may be a Purchase Order or Task Order.

PII (Personally Identifiable Information): information that can be used to identify a specific individual, either alone or when combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by the County as the County's primary contact for the receipt and management of the goods and services required under the contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect.

Public Purchase: The County's online portal used to advertise solicitations and accept responses, found at <http://www.publicpurchase.com/>. For this bid submit your bids to Department of Public Works @ 555 County Center 5th Floor, Redwood City, CA 94063: Attention: Duane Minor. Business Services Manager.

Subcontractor: firms contracted by the Contractor to perform work or provide goods, supplies or services pursuant to the contract.

Purchase Order or Task Order: a document from the County requesting goods and/or services that is either placed against an existing contract or that is the first request from the County to a vendor, indicating types, quantities, and prices of products or services.

Warranty Period: a period of not less than one year during which all items provided under the contract are to be free from defects in design, material and workmanship.

PART 2. INSTRUCTIONS FOR BIDDERS

I. BID SUBMITTAL REQUIREMENTS

A. General

1. Complete and upload applicable Bid Documents and any other required documents into Public Purchase by the Bid Due Date and Time. Allow ample time to upload all documents completely. The system will stop accepting bids precisely at the time specified and will terminate incomplete uploads. Bids received after the exact time specified for receipt of bids are “late” and will not be considered.
2. The contract will consist of the entire solicitation, including the executed Bid Documents. However, only the Bid Documents must be submitted as a bid.
3. If directed to submit information as one or more PDF or Excel files, include the solicitation number in all filenames.
4. Unless otherwise specified, bids submitted in any form other than through Public Purchase will not be accepted. To resolve technical issues related to electronic submittals contact Public Purchase at:
http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Note:

Submit Bid Package to
Department of Public Works
555 County Center 5th Floor
Redwood City, CA 94063:
Attention: Duane Minor
Building Services Manager

5. The County will not be liable for any Public Purchase site failures or technical problems.
6. All documents must be completed electronically. Other than signatures, hand-written responses, whether submitted electronically, will be rejected.

B. Pricing

1. Use the Price Sheets provided, whether separate MS Excel files or fillable forms on Public Purchase. Bids will be rejected as non-responsive if Price Sheets have been altered or modified in any way other than by entering required information.
2. The County is not exempt from sales tax. Include sales or use taxes in bid prices if applicable.
3. If this solicitation results in an indefinite quantity or requirements contract, the actual amount of goods and services requested by the County may be less than the maximum value of the contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be requested under the contract.
4. In the price of the items, as applicable, include the first-year price of all licenses for software required to operate any goods delivered under this contract. Separately specify the price of annual licenses, upgrades, and revisions.

C. Additional Documentation

If additional certificates, forms, documents, or other items are required but did not need to be delivered with bids, submit such items within five Business Days after the County issues a Notice of Intent to Award. Unless otherwise directed, failure to provide additional required items to the County within five Business Days may result in award to another bidder.

D. Failure to comply with submittal requirements

The County reserves the right to reject any bid or to waive any inconsequential irregularities or informalities in any bid or in the bidding process.

E. Conflicts between Certain Requirements

Solely relating to the timeliness of questions and bid submissions, the information displayed on the Public Purchase site will take precedence over that in the IFB in the event of a discrepancy. For all other discrepancies, the information contained in the IFB will take precedence.

II. PRE-SUBMITTAL ACTIVITIES

A. Questions, Comments and Suggestions

1. Submit all questions, comments, suggestions, exceptions, product substitution requests, and notification of mistakes relating to this solicitation to: Department of Public Works, Building Services, dminor@smcgov.org (Duane Minor) by the Deadline for Questions and Comments. The County will post responses to <https://publicworks.smcgov.org/>
2. Questions and comments received after the deadline may not be acknowledge.
3. If taking exception or requesting changes to any part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State all reasons for all requested changes and provide alternative suggested language. San Mateo County's consideration of a suggestion does not imply acceptance. Failure to submit exceptions prior to the proposal Due Date and Time will be deemed a waiver of any exception or objection.
4. Failure to report errors and omissions in the solicitation documents will be deemed a waiver of any objection related to errors or omissions in the solicitation documents.
5. Request for substitution of specified equipment, material, article, or patented process:
 - i. Unless otherwise stated in the solicitation, reference to any equipment, material, article or patented process, by trade name, make or catalog number, is to be regarded as establishing a standard of quality and not construed as limiting competition.
 - ii. Requests for substitutions of specified items must be received by San Mateo County, in writing, not less than ten Business Days prior to the Due Date and Time. At no cost to the County, furnish all necessary and related information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any proposed alternatives. The County's decision will be final.
 - iii. If a substitution is allowed, the County will issue an addendum to the solicitation.

B. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <https://publicworks.smcgov.org/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda.

C. Bid Costs

The County does not reimburse any costs incurred by bidders in the preparation of bids, submission of samples, attendance at a pre-bid conference, or site visits.

D. Contact with County Staff

Violation of the following prohibitions may result in a bidder being found non-responsible, barred from participating in this or future procurements, and becoming subject to further legal penalties.

1. On release of this solicitation, and until it is canceled or an award is made, no prospective bidder or person acting at the request of a prospective bidder may communicate with or discuss any

matter relating to the solicitation with any officer, agent, or employee of the County, other than through Department of Public Works or as outlined in the protest procedures.

2. Bidders may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

III. CONTRACT AWARD

A. Bid Opening

On the Bid Due Date and Time, bids submitted on Public Purchase may become public. The public opening of bids, if it occurs, or the County's announcement of the apparent lowest bidder, will constitute notice of Intent to Award.

B. Determination of Responsiveness

1. Each bid will be evaluated to determine whether it conforms to the instructions set forth in this IFB. Bids that fail to conform will be rejected as non-responsive.
2. Bids that are missing pages or that are incomplete, that cannot be opened for any reason, that are conditional, that have been transferred to another bidder, that show any alteration of forms, that include exceptions, or that show irregularities of any kind may be rejected as non-responsive.

C. Determination of Responsibility

Prior to contract award, the County will make a determination of the bidder's responsibility, which may take into consideration matters such as the bidder's integrity, compliance with public policy, record of past performance with the County or other entities, and financial and technical resources. The County will notify any bidder found non-responsible and the bidder may challenge the finding pursuant to the protest process described in this IFB. Bidders found non-responsible will not be considered for award.

D. Selection

Award, if made, will be to the responsive, responsible bidder offering the lowest price for the goods and services described in this solicitation, or if applicable, for a specific portion of the goods and services described in this solicitation.

E. Tie Bids

In the event of tie bids, award will be made to the bidder located in San Mateo County. If no bidder is located in the County, or if more than one tie bidder is located in the County, award will be made by drawing by lot, witnessed by at least two persons.

IV. NO COMMITMENT

This solicitation does not commit the County to make an award, whether any bids are received. Neither submission of a bid, nor the County's receipt of any bid materials confers any right to the bidder nor any obligation on the County.

V. WITHDRAWAL OF BIDS

A. Prior to Bid Opening

Bids may be withdrawn or resubmitted any time prior to the Due Date and Time, with no penalty to the bidder.

B. After Bid Opening

1. Mistakes

- i. Mistakes may be corrected if they are of a clerical nature or, in the County's judgment, are minor mistakes that would not affect the outcome of the bid.
 - ii. Bids may be withdrawn for mistakes if the mistakes would have affected the outcome of the bid or would cause unreasonable harm to the bidder, or the County determines that it was a clerical mistake due to an unintentional arithmetical error or unintentional omission of a quantity of work, labor, material or services, and was not due to error in judgment or carelessness in reviewing requirements, specifications, or work sites.
2. Withdrawal of a bid after the submission deadline cannot result in award to the same bidder, or to a business venture owned or managed in whole or part by the bidder.
 3. If a bid is withdrawn and the solicitation is reissued for the same goods and services, the withdrawing bidder may not participate in the new solicitation as a bidder, supplier, or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

VI. PROTESTS AND COMMENTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Eligibility and Format

1. Protests or objections may be filed regarding the procurement process, solicitation or addenda content, or contract award.
2. The County will only review protests submitted by an interested party, defined as an actual or prospective bidder whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.

Submit protests to the Director of Public Works at the E-mail Address jporter@smcgov.org for Protests.

B. Protest Deadlines

File protests with all supplemental materials by 5 p.m. PST on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental protest materials filed after the relevant deadline may be rejected.

1. If relating to the content of the solicitation or to an addendum, file within five (5) Business Days after the date the County releases the solicitation or addendum.
2. If relating to any notice of non-responsiveness or non-responsibility, file within five (5) Business Days after the County issues such notice.
3. If relating to intent to award, file within five (5) Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

A protest must specifically include all the following elements:

1. Detailed grounds for the protest, supported by technical data, documentary evidence, dates, witness names, and other information related to the subject under protest; and
2. The law, rule, regulation, policy, or section of this solicitation upon which the protest is based, alleging a clear violation of a specific law, rule, regulation, policy or section.

D. Reply to Protest

The County will respond in writing to the protesting party, and if applicable, will copy the party whose bid may be the subject of the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with the procurement or awarding a Purchase Order or contract while a protest is pending.

VII. PUBLIC RECORDS

A. General

1. All bids, protests, and other information submitted in response to this solicitation will become the property of the County and will be considered public records.
2. Submission of any material in response to this solicitation constitutes:
 - i. Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - ii. Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a bidder's right to privacy, disclosed trade secrets, or caused any damage by allowing the bid or materials to be inspected; and
 - iii. Agreement to indemnify and hold the County harmless for release of such information under the Public Records Act; and
 - iv. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

1. The County will endeavor not to disclose documents protected by law from public disclosure if the documents are clearly marked with the word "Confidential" on each applicable confidential section or page.
2. Trade secrets may be marked as confidential but will only be considered confidential if claimed to be a trade secret at the time of submittal to the County, marked as confidential, and compliant with Government Code Section 6254.7.

C. California Legislative Information

1. Labor Code -LAB **Division 2. Employment Regulation and Supervision [200-2699.5]** Division 2 enacted by Stats. 1937, Ch.90

Part 3. Privileges and Immunities [920-1138.5] Part 3 enacted by Stats. 1937 Ch 90

Chapter 4.5 Displaced Janitor Opportunity Act [1060-1065] Chapter 4.5 added by Stats. 2001, CH 795, Section1

<http://leginfo.legislature.ca.gov/faces/codes> (seek code 1060 through 1065)

PART 3. COUNTY OF SAN MATEO STANDARD TERMS AND CONDITIONS

I. COMMENCEMENT OF PERFORMANCE

A. Written Notice

Until the County provides written authorization to commence deliveries of the goods and services specified, there is no contractual agreement between the County and the selected bidder. No verbal instructions or promises are binding on the County.

B. Purchase Orders and Task Orders

If the contract anticipates multiple Purchase Orders or Task Orders, the relevant scope of work, payment terms, delivery instructions, period of performance, and any unique contractual terms and conditions may be set forth in the Purchase Orders or Task Orders.

C. Estimated Quantities

If this solicitation is for an indefinite quantity contract, any estimates of expected use or quantities provided are for bid purposes only. The County does not guarantee any specific number of orders.

II. PAYMENT

A. Compensation

1. The County will pay the quoted prices as full consideration for Contractor's full, complete and faithful performance of the Contractor's obligations under the contract.
2. The County does not accept COD shipments. Payment will be by one of the following methods, as indicated in the Contract Documents:
 - i. Full payment will be made after the County's acceptance of goods or services and receipt of a complete invoice, as applicable; or
 - ii. Partial payments will be made in accordance with the schedule set forth in the Scope of Work; or
 - iii. Payments will be invoiced monthly by Contractor in arrears, based upon goods or services provided and at the amounts set forth in the payment schedule up to the maximum amount of the contract; or
 - iv. The County may issue Purchase or Task Orders, which will be paid according to the payment schedule attached to the contract or Purchase or Task Order, or on the County's receipt and acceptance of the goods and services and receipt and acceptance of a complete invoice; or
 - v. As otherwise agreed, to by the parties.

B. Late Payment Charges

The County will not be responsible for late payment charges unless they are stated on the Purchase Order or contract. A payment is late only if payment of an invoice exceeds the time allowed by the payment terms of the Purchase Order or contract.

C. Credits

Prior to releasing final payment, the County must be reimbursed for any overpayments, advance payments, or other credits due from the Contractor, and the County may deduct these amounts from payments otherwise due Contractor.

D. Conditions Prerequisite to Payment

The County may withhold payment under any of the following circumstance:

1. Contractor, with or without knowledge, made a misrepresentation of substantial and material nature with respect to any information furnished to County;
2. Contractor took any action pertaining to this agreement that required County approval, without having first received County approval;
3. Contractor was or is in default under any of the terms of this contract;
4. The County or any other authorized government entity has requested but has not received and approved any reports, data, audits or other information requested from Contractor, including final reports and documentation due at contract termination.

E. Payment in the event of non-compliance

If the County determines that the quantity or quality of the goods or services provided or work performed is unacceptable, the County will notify Contractor and may withhold payment until correction has been made to County's satisfaction. If corrections have not been completed after what the County deems a reasonable time, County may make corrections on its own or through a third party and deduct the cost of replacement or correction from any sums that may be or become due to Contractor on this or any other agreement. No additional payment will be provided to Contractor for replacements or corrections.

III. SHIPPING AND DELIVERY

A. Shipping

1. Unless otherwise directed, all goods are to be shipped FOB destination, freight prepaid, and unloaded to the designated dock or unloading area. The County will have no liability for any items until they are accepted at their destination by the County.
2. All shipments of goods must include a packing list.
3. Packing lists, packages, shipping notices, and other documents affecting an order must include applicable order numbers, or the orders may be rejected and returned at no cost to the County.

B. Delivery

1. If delivery time is not specified on a Purchase Order, it will be within 30 calendar days after County's issuance of the Purchase Order.
2. The County will not pay any charge for delivery unless the charge has been expressly included and itemized in the bid or price quote that was accepted by the County.
3. Where shipping addresses indicate room numbers, delivery must be made to that location at no additional charge.

IV. SUBCONTRACTOR REIMBURSEMENT AND PAYMENT

A. Payment of Subcontractors

Contractor must pay Subcontractors within ten calendar days from receipt of each payment by the County, unless the County agrees in writing to a longer period or has agreed that the Contractor may hold retainage.

B. Subcontractor Retainage

1. The Contractor, and as applicable, any Subcontractor, must release all retainage withheld from Subcontractors within ten Business Days after the County's release of retainage to Contractor.
2. The Contractor or its Subcontractors may only withhold retainage on the same terms and conditions as the County withholds retainage from Contractor.

3. Delay or postponement of payment to Subcontractors may take place only for good cause and with the County's prior written approval. Violation of these provisions may subject the violator to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement does not impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor.

INVOICES

C. General

Unless otherwise instructed in writing, invoices are to be handled as follows:

1. On each invoice, include the title of the contract, any applicable Task or Purchase Order number, and a mailing address for payment if electronic fund transfer cannot be made.
2. Submit invoices no later than 45 calendar days after completion of each billing period, or if none is specified, on the later of:
 - i. completion of a Purchase Order or Task Order, or
 - ii. delivery and County acceptance of goods or services.
 - iii. Individual invoices with specified dates of service and site of service (Custodial Services)
3. Payment will be deemed made upon mailing by the County or electronic release of funds.

D. Final Invoice

Upon completion of all Deliverables to the satisfaction of the County, submit a final invoice, which together with all previous invoices, may not exceed the maximum amount of the contract. The County will make payment of the final invoice within 30 calendar days of receipt of all required documentation, completion of the Contractor's obligations (except for warranty performance) and approval of such invoice. Acceptance of final payment releases the County from all further Contractor claims under this contract.

V. INDEPENDENT CONTRACTOR

A. Not a County Employee

In performance under this contract, Contractor will act as an independent contractor and not as an employee of the County, which has no control over Contractor's means, method or manner of performance.

B. No Agency

Except as the County may specify in writing, Contractor has no authority, express or implied, to act on behalf of the County in any capacity whatsoever, as an agent or otherwise, or to bind the County or its directors, agents, or employees to any obligation.

C. Employer Responsibilities

Contractor has and retains full control over employment, compensation, and discharge of all its employees and is fully responsible for all matters relating to its agents and employees, including all applicable laws and regulations governing employee taxes, withholding, and benefits.

VI. INSURANCE

Prior to commencing delivery of the goods and services, provide evidence of all required insurance indicated in the solicitation. The required insurance must be maintained for the entire term of the contract. The County's acceptance of insurance certificates or endorsements that vary from the requirements in this section will not constitute a waiver by the County of strict compliance with the requirements.

A. Acceptability of Insurers

All policies must be issued by companies licensed to do business in California and rated not less than A-VII by A.M. Best, except for the State Compensation Insurance Fund.

B. Failure to Provide or Maintain Insurance

Notify the County within five Business Days following first notice of termination, cancellation, or any change in insurance coverage. Failure to provide and continue in force any required insurance is a material breach of this contract that may constitute cause for termination.

C. Workers' Compensation and Employer's Liability Insurance

Contractor certifies, as required by Section 1861 of the California Labor Code, that

1. It is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and
2. It will comply with such provisions before commencing performance under this contract.

D. Liability Insurance

Maintain such bodily injury liability and property damage liability insurance as will protect Contractor and all of its employees/officers/agents while performing work covered by this contract from all claims for damages for bodily injury, including accidental death, as well as all claims for property damage which may arise from Contractor's operations under this contract, whether such operations be by Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance must be combined single limit bodily injury and property damage for each occurrence and may not be less than the amounts specified below:

- Comprehensive General Liability Insurance.....\$1,000,000.00
- Motor Vehicle Liability Insurance.....\$1,000,000.00
- Professional Liability Insurance.....\$1,000,000.00

E. Special Insurance Requirements - Cyber Liability

If the contract involves provision of goods and services related to computers, networks, or systems, or storage or access to any County Systems or Data, the following insurance is required.

1. Privacy and Network Security Insurance \$2,000,000.00

During the term of the contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of, or unauthorized access to, electronic data or software within Contractor's network or business including privacy breaches no matter how they occur, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems. The policy also must provide coverage for liability claims, computer theft, extortion, or any unintentional act, mistake, error, or omission made by users of Contractor's electronic data or software while providing services to the County. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

2. Technology Errors and Omissions \$2,000,000.00

During the term of the contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, and programming; data processing; installation, repair, maintenance, management of computer or technology hardware, software, networks or systems; data entry, modification, verification, maintenance, storage, retrieval or preparation of data input; other related services provided by Contractor.

F. Additional Insured

The County and its officers, agents, and employees must be named as additional insured on all applicable insurance policies, which must also contain provisions that:

1. The insurance afforded thereby to County and its officers, agents, employees, and servants will be primary insurance to the full limits of liability of the policy; and
2. If the County or its officers, agents, or employees have other insurance against the loss covered by such a policy, the other insurance will be excess insurance only.

G. No Limitation on Liabilities and Obligations

Requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of insurance by the County are not intended to and do not limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the contract.

H. Coverage for Subcontractors

All insurance required of the Contractor must also be provided by or on behalf of all Subcontractors to cover the services of any Subcontractors performing under this contract. Contractor will be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.

I. Deductibles or Self-Insured Retentions

All deductibles or self-insured retentions are the responsibility of Contractor and must be declared to and approved by the County.

J. Claims-Made Coverages

General Liability and related umbrella or excess policies may not be written on a claims-made basis. If Errors and Omissions coverage is written on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of work performed pursuant to the contract and the insurance must be maintained for at least seven years after completion of work under the contract.

VII. INDEMNIFICATION

A. General

At no additional cost to the County and to the maximum extent permitted by law, the Contractor will indemnify and defend the County, its directors, officers, agents, employees, and any additional insured parties identified in the Contract Documents from and against all claims, demands, actions, losses, judgments, expenses, and liabilities arising out of or pertaining to the Contractor's performance in connection with this contract, whether asserted or established and whether or not involving a third party. The duties described in this paragraph include payment of attorney's fees unless prohibited by law, and all expenses of investigating and defending any such claims and apply regardless of whether any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of indemnification provided by Contractor.

B. System and Data Security

Contractor bears full responsibility for ensuring that any product or service provided does not introduce any spyware, adware, ransomware, rootkit, key-logger, virus, Trojan, worm, or any other malicious code or mechanism designed to permit unauthorized access to or recording of, or which may restrict an authorized user's access to or use of County Systems or County Data.

C. Retention of Funds

In addition to any other remedy authorized by law, the County may retain as much money due Contractor under this or any other contract as the County considers necessary until disposition has been made of any claim for damages.

D. Survival of Indemnification

The indemnification requirements of this contract will survive in perpetuity.

VIII. TERMINATION

A. Termination for Cause

1. Should Contractor, in County's sole judgement, materially breach this contract, be subject to litigation or proceedings that may adversely affect performance, become insolvent, fail to pay bills when due, make an assignment for the benefit of creditors, go out of business, or cease production, the County will send a written notice to cure. If the County is not satisfied with the cure or efforts to cure within the time specified in the notice, or if no time is specified, within ten calendar days of the notice date, County may terminate this contract. Should Contractor decline to cure, or request termination, the County may terminate this contract immediately.
2. The County may terminate this contract immediately if Contractor is found non-responsible by another government entity, or in the County's sole judgement, contract continuance would be prejudicial to the public interest.
3. In the event of termination for cause, all costs the County incurs in completing Contractor's performance may be deducted from any sums due Contractor. Costs of completion include delay costs, the cost of soliciting a new contractor, and any payments made to the new contractor.
4. In the event of Termination for Cause and subsequent determination that Contractor was not in material breach, the termination will be deemed termination for convenience.

B. Termination for Convenience

The County may terminate this contract or a Task Order, in whole or in part, at any time, by providing 30 calendar days' written notice to Contractor. Contractor will be paid reasonable closeout costs as well as costs and profit for work performed up to the time of termination. County will not pay for goods and services not delivered. If Contractor has any property in its possession belonging to the County, Contractor will account for and dispose of it as directed by County. Contractor must submit a final invoice identifying both project-related costs and closeout costs no later than 30 calendar days after the termination date stated in County's notice. Failure to submit final invoice within this time may result in delayed or no payment.

C. Termination due to non-appropriation

The County may terminate this contract in whole or part by providing written notice to Contractor of the unavailability of Federal, State, or County funds as soon as is reasonably possible after County learns of the unavailability of funding. Termination due to non-appropriation will be considered termination for convenience.

D. Deliverables under Early Termination

If the contract involved provision of software as a service or hosting an application on which the County has stored data, the County retains the right to continue to access and use the services or application under the contract and each applicable Service Order for a period of twelve months from the effective date of termination, at the rates in place at the time of termination.

E. Assignment of Subcontracts upon Termination of Contract

On termination of the contract, the County, at its sole discretion, may require Contractor to assign its rights under any subcontracts and purchase orders to the County, which assignment will become effective upon written notice by the County to the Contractor specifying the subcontracts or purchase orders subject to the assignment.

F. Release of Claims

Upon acceptance of payment in the amount agreed upon as full and final payment, Contractor releases the County from all further claims arising out of this contract or its termination.

IX. ASSIGNMENT AND SUBCONTRACTING

A. County Consent Required

Contractor may not assign, sublet, or otherwise transfer this contract, or any obligations, rights, or interests in it, without County's prior written consent. However, claims for money due Contractor under this contract may be assigned to a bank, trust company, or other financial institution without County's approval.

B. Responsibility for Subcontractors

1. Contractor will be as fully responsible to the County for the acts of the Subcontractor and persons employed by the Subcontractor as for the acts and omissions of persons directly employed by Contractor.
2. Nothing contained in this contract creates any contractual relationship between any Subcontractor and the County, nor makes any Subcontractor a third-party beneficiary of this contract.
3. All subcontracts in excess of \$25,000.00 entered into as a result of this Contract, whether by Contractor or another subcontractor, must contain all the provisions stipulated in this contract to be applicable to the subcontractor.

C. Addition or Substitution of Subcontractors

A subcontractor may be substituted only if the original Subcontractor approved by the County is unavailable, unwilling, or unable, to perform, and the County approves the new subcontractor in writing.

X. PUBLIC WORK AND PREVAILING WAGE RATES

A. Public Work

If work under the contract involves tasks that may be classified as "public work" or a "public project" under California law, the Contractor must comply with all relevant requirements regarding such work.

B. State and Federal Prevailing Wage Rates

Goods and services provided under the contract will be subject to payment of prevailing wages if both of the following apply:

1. The contract is over \$1,000; and
2. Work under the contract includes tasks that may be classified as "public work" under §1720 of the California Labor Code.

Prevailing wage rates may be obtained at: www.dir.ca.gov/Public-Works/PublicWorks.html

C. Department of Industrial Relations (DIR) Registration

Contractors working on projects that involve "public work" must register annually with the California Department of Industrial Relations. Contracts with Contractors or Subcontractors who are unregistered or whose registrations have expired are subject to termination.

XI. QUALITY AND PERFORMANCE STANDARDS

A. Products in Current Stock

Unless excepted by the County, the manufacturer may not have issued any notice of intent to cease support of any product provided to the County within twelve months of its delivery.

B. Product Substitutions during Contract Period

1. During the contract period, substitution for any product pre-approved by the County is not permitted without written permission from the County.
2. If a manufacturer discontinues producing an awarded product subsequent to contract award, the County may accept a substitute product if it:
 - i. Meets or exceeds the specifications of the awarded product; and
 - ii. Is offered at the price awarded.

C. References to Standards and Codes

Whenever references are made to standards or codes in accordance with which goods are to be manufactured or tested, the edition or revision of the standards or codes current on the effective date of this contract will apply unless otherwise expressly stated. In case of conflict among any referenced standards and codes, or between any referenced standards and codes and the specifications supplied by the County, the latter will govern.

XII. NO WAIVER

County's review, approval, acceptance, or payment for any deliverables required under this contract is not a waiver of any rights or of any cause of action arising out of the contract, nor a waiver of any subsequent breach of the same or any other provision of this contract, nor does any delay or omission on the part of County to avail itself of any right it may have operate as a waiver of any right or remedy.

XIII. CONFLICT OF INTEREST

A. Organizational and Financial Conflicts of Interest

1. A contractor is eligible for award of a contract by the County only if the contract in question does not create an actual, potential, or apparent financial or organizational conflict of interest.
2. If requested by the County, Contractor's employees must sign agreements regarding confidentiality and/or conflicts of interest, submit to additional background check requirements, or submit forms disclosing financial interests.

B. Attempts to Influence Government Decisions

Contractor may not use or attempt to use its position to influence a governmental decision in which Contractor has reason to know it has a financial interest other than the compensation promised by this contract.

C. Exchange of Gifts with the County

Contractors, Subcontractors, and their agents currently doing business with or planning to seek contract awards from the County may not offer gifts to the County officers, employees, agents or board members, or engage a third party to offer gifts, whether such gifts are designed to influence award of this or any other contract.

D. Restrictions on Participation

No elected officials of the County, the State of California, or the United States Government, nor any officer or employee of the County may become directly or indirectly interested in or personally benefit from the financial proceeds of this contract or any part of it.

XIV. WARRANTIES

The Contractor warrants the following:

A. General Fitness of Products for Use

1. All supplies, equipment and materials provided under this contract will be satisfactory for their intended purposes and free from liens or other encumbrances.
2. All goods, materials, and equipment provided will be free from defects in design, material and workmanship, and any defective goods, materials, or equipment will be redesigned, repaired, or replaced within a time period and in a manner acceptable to the County, provided that notice of the defect is given to Contractor within the applicable Warranty Period.
3. Items will not be deemed defective if they fail to operate due to exposure to any condition in excess of those published in the applicable specifications.
4. A warranty will be void as to a particular item if that item is altered or a repair is attempted or made by any party other than the Contractor without written authorization by the Contractor or otherwise pursuant to the terms of this contract.

B. Software

All software delivered, whether embedded in equipment or specifically designed for use with such equipment, must substantially provide the functions set forth in the applicable specifications. Contractor will, at its option and without additional charges, revise or replace nonconforming software, provided that:

1. Software or the medium has not been exposed to any computer virus or to any condition in excess of those published in the applicable specifications;
2. The software has been installed and the host medium operated in accordance with Contractor's written instructions; and
3. Neither the software nor its host medium has been altered by a party other than Contractor.

C. Warranty Repair

1. Unless otherwise agreed, no later than one Business Day after being notified by the County of a defect or failure, Contractor will provide comprehensive and continuing warranty repair and restoration from defects in material and workmanship of any deliverable during the Warranty Period and assign to the County any warranty from a Subcontractor or supplier that exceeds this period.
2. Replacement parts and repairs are subject to County approval, and all redesigned, repaired, or replaced work is warranted against defective design, materials, and workmanship for the remainder of the Warranty Period of the replaced Deliverable or six months from the County's acceptance of the warranty work, whichever occurs later.
3. All costs associated with redesign, repair, removal, transportation, and replacement, as well as any testing that the County may require, are Contractor's sole responsibility.
4. The County will have the right to the continued use of any goods, equipment, systems, and work deemed defective or unsatisfactory until they can be taken out of service pursuant to Contractor's corrective work.

D. Warranty Rights and Remedies Non-Exclusive

The Warranty rights and remedies of the County stated above are not exclusive and do not preclude the exercise of any other rights or remedies provided for in this contract or otherwise.

XV. TRAINING

Training of County staff, if required, will be provided as directed in the Scope of Work. If training dates and locations were not scheduled before release of this solicitation, the County will identify the training locations, dates, and number of people to be trained no less than 14 calendar days before such dates.

XVI. HAZARDOUS SUBSTANCES

Deliveries of materials known or believed to contain hazardous substances must include Safety Data Sheets. Such materials include any dangerous, toxic or hazardous pollutants, chemicals, wastes or substances, including, without limitation, those so identified pursuant to CERCLA or any other federal, state or local laws and regulations, or which are or become prohibited, limited or regulated by any governmental authority.

XVII. NOTICES

A. Method of Notice

Unless otherwise agreed, all notices, requests, claims, demands and other communications between the parties must be in writing and may be given by either:

1. Delivery in person or by a nationally recognized courier service. Courier notices must be addressed to the County Mailing Address as directed on the IFB and to Contractor as shown in the Contractor Information Form, or to such other address as either party may specify in writing; or
2. Email to the authorized contact for the respective party.

B. Receipt of Notice

1. Notice will be deemed given
 - i. On receipt by the party to which the notice is given if physical delivery is made; or
 - ii. On the date and time of the email of the sending party if electronic delivery is made.
2. Notwithstanding the above, if notice is received by the County after 5:00 p.m. PST, or on other than a Business Day, it will be deemed given on the following Business Day.

XVIII. CIVIL RIGHTS, NONDISCRIMINATION

A. General Non-discrimination

Except as limited by the Scope of Work, no person may be denied any services provided pursuant to this contract on the grounds of race, color, national origin, ancestry, age, disability, sex, sexual orientation, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status, medical condition, military service, or genetic information.

B. Equal Employment Opportunity

Contractor's equal employment policies must be made available to County upon request and must ensure equal employment opportunities based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this contract.

C. Section 504 of the Rehabilitation Act of 1973

A contractor providing services to members of the public under this contract must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that solely by reason of a disability, no otherwise qualified individual may be subjected to discrimination in the performance of any services under this contract.

D. Compliance with County's Equal Benefits Ordinance

Contractor will comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including laws prohibiting discrimination in the provision of benefits on the basis that the spouse or domestic partner is of the same or opposite sex as the employee.

E. Discrimination against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this contract as if fully set forth, and Contractor and any Subcontractor will abide by those requirements. The regulation prohibits discrimination against qualified individuals based on a disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance qualified individuals with disabilities.

F. History of Discrimination

Contractor certifies that no finding of discrimination has been issued against Contractor in the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any findings of discrimination have been issued against Contractor within the past 365 days, Contractor will provide County with a written explanation of the outcomes prior to execution of this contract. Failure to comply with this Section will constitute a material breach of this contract and subject the contract to immediate termination at the sole option of the County.

G. Reporting; Violation of Non-discrimination Provisions

Report to the County Manager the filing of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the contract or the Section titled "Compliance with Laws" within 30 days of the filing in any court or administrative agency, provided that within the 30 days the entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Notification must include a general description of the circumstances involved and a general description of the kind of discrimination alleged (e.g., gender, religion, race-based).

Violation of the non-discrimination provisions of this contract will be considered a breach of this contract and subject the Contractor to penalties, to be determined by the County Manager, which may include:

1. Termination of this contract;
2. Disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
3. Liquidated damages of \$2,500 per violation; and/or
4. Imposition of other contractual and civil remedies and sanctions.

To effectuate the provisions of this Section, the County Manager will have the authority to offset any portion of amounts due to Contractor under this contract or any other agreement between Contractor and County.

XIX. COMPLIANCE WITH LAWS

Contractor will comply with all Federal, State, and local laws and ordinances applicable to this Contract and will ensure that all Deliverables conform to all applicable Federal, State, and local laws and requirements.

A. Living Wage Ordinance

If this is a "covered contract" under Chapter 2.88 of the San Mateo County Ordinance Code, all contractors and subcontractors obligated under this contract must fully comply with the provisions of that chapter, paying all Covered Employees, as defined in that chapter, the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

B. Employee Jury Service Ordinance

If the value of this contract is over \$100,000.00, or is increased to that amount or more, Contractor must comply with Chapter 2.85 of the San Mateo County Ordinance Code and will have and adhere to a written policy providing that its full-time employees living in San Mateo County will receive no fewer than five days of regular pay for jury service in San Mateo County annually.

If Contractor has no employees in San Mateo County, it is sufficient to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees

during the term of its contract with San Mateo County, Contractor will adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

XX. DISCLOSURE OF INFORMATION

A. Confidential Information

Contractor may not use for financial gain, disclose, or make other improper use of Confidential Information, information not generally known, or any otherwise privileged information acquired from County in connection with this contract.

B. Protection of Confidential Information

All County data and information designated as confidential and made available to Contractor must be protected by Contractor from unauthorized use and disclosure.

C. Disclosure Required by Law

Contractor may disclose information when required by law, rule, regulation, or court order, upon notice to the County sufficient to allow the County to challenge such required disclosure.

D. Data Retention and Disposal

On contract termination, Contractor must return to County or destroy and erase all originals and copies of all documents, materials and other embodiments in any medium that contain or are based on County Confidential Information from all systems Contractor uses or controls, including any deliverables returned to Contractor by the County. Contractor will provide a written statement to the County certifying compliance with the requirements of this subsection.

E. Subcontract Disclosure Requirements

Any subcontract entered into as a result of this contract must contain all the foregoing provisions related to disclosure of information.

XXI. INSPECTIONS, RECORDS, AND AUDITS

Authorized representatives of the County, the State, or any agency of the federal government having jurisdiction under laws or regulations applicable to this contract will have the right to examine and audit all books, records, documents, and accounts related to this contract, for five years from the date of final payment or disposal of all litigation or claims related to the contract, whichever is later. Requested records and documents must be provided to the relevant government agency at no charge.

If information is in the exclusive possession of another party who fails to furnish the information, certification from Contractor detailing efforts taken to obtain the information may be acceptable.

This Section regarding inspection, records, and audit must be included in any subcontract entered into as a result of this contract.

XXII. INTELLECTUAL PROPERTY

A. Infringement

Contractor will defend all suits or claims for infringement of any intellectual property rights and will save and hold the County, its agents, and assigns harmless from loss, cost, and expense resulting from the County's, its employees, or its agents use of any Deliverables. This provision does not apply to any infringement or alleged infringement that is the result of or arises because the County, its employees, or its agents modified or altered any part or component of the Deliverables, except as consented to by Contractor.

B. Intellectual Property Resulting from Creation of Deliverables

Prior to commencing any work that includes the development of intellectual property as a Deliverable, Contractor must identify in writing any pre-existing intellectual property that will be used in the development of the new intellectual property Deliverable and that will not become property of the County. Unless otherwise agreed, all Deliverables produced under this contract will become the property of the County, and all rights, including intellectual property rights that arise from the creation of Deliverables or other work products developed for the County will be vested in the County and Contractor relinquishes all claims to such rights in favor of the County.

C. Ownership of Documents and Data

Any data generated by or stored by or in the Deliverables, including user information and access, is the sole property of the County.

XXIII. FORCE MAJEURE

A. Non-performance

1. Neither party will be liable for failure to perform if the non-performance results from Force Majeure. Any excuse for non-performance due to such an event will last only if the event remains beyond the reasonable control of the non-performing party.
2. Should Contractor fail to perform due to Force Majeure, the County may suspend its own performance until Contractor resumes performance. If Contractor's failure to perform continues for over five Business Days, the County may terminate this contract or extend any date specifically designated for Contractor's performance.

B. Non-Exclusions

1. Force Majeure does not modify Contractor's obligations regarding indemnification, confidentiality, redundancy, data backup, disaster recovery, non-performance by Subcontractors, or responsibility for any malware or code introduced or permitted to be introduced by Contractor or any Subcontractor that results in damage to, unauthorized access to, or prevention of any authorized user's access to County Data or systems.
2. Force Majeure does not include increased cost of performance or failure of Contractor's source of supply.

XXIV. ENTIRE AGREEMENT

This contract represents the entire understanding of the County and Contractor related to its subject matter. No prior oral or written agreement, promise, or representation related to the subject matter of this contract that is not expressly stated in this document is binding on the parties or is of any force or effect. Except as required to be included in the Bid Documents, no document generated by Contractor may alter the terms of this contract. All modifications or amendments must be in writing and signed by the parties.

XXV. LANGUAGE OF THE CONTRACT

Unless otherwise stated, all directions and imperatives in these documents are understood to be requirements for the Contractor. Captions and titles in this solicitation and accompanying documents are for convenience and reference only and do not affect the meaning or construction of any provision.

XXVI. CONTROLLING LAW AND VENUE

The validity, interpretation, performance, and all rights and duties of the parties under this contract, and any dispute of any nature arising out of this contract, will be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this contract will be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

XXVII. UNENFORCEABLE PROVISIONS

Should any provision of this contract be found invalid or unenforceable, the decision will affect only the provision interpreted, and all remaining provisions will be severable and enforceable.

XXVIII. SIGNATURES

This contract may be executed in any number of separate counterparts, each of which will be deemed an original but all of which when taken together will constitute one and the same instrument. Both County and Contractor wish to permit this contract and future documents relating to this contract to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this contract may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this contract.

PART 4. SCOPE OF WORK AND SPECIAL REQUIREMENTS

I. REQUIRED SERVICES

The County of San Mateo requires the Contractor follow the (CDC) [Guidance for Cleaning and Disinfecting](#) to implement and maintain a plan in compliance with the CDC Guidelines to reduce the risk of exposure to multiple viruses.

A. General

1. Supply required materials, equipment, materials, tools, supplies, supervision, management, training, and staff to provide routine custodial services for all County facilities, including general government offices, mental health and medical facilities, homeless shelters, correctional facilities, courthouses, warehouses, city halls, police stations, and libraries.
2. Perform all cleaning in a manner so as not to disrupt normal business functions as determined by the County.
3. Provide supplies consistent with the safe and environmentally friendly product requirements referenced throughout this specification.
4. Implement a service call system that results in prompt, professional, and courteous resolution of County concerns.
5. Keep the County informed of current status of any work being performed, providing work schedules and other pertinent information needed by the County or their designee.
6. Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products. Use industry best practices and guiding principles to minimize the environmental footprint. This requires annual reporting of non-bio-based, bio-based, sustainable, and green products and materials. Use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include those meeting government and third-party certified sustainability standards, other environmentally protective products and services as well as those that conserve energy, water, and other resources

B. Quality of Work and Standards of Cleanliness

1. First quality workmanship will be provided, and quality equipment, materials, and supplies used in performance under the contract. Best management practices of the building cleaning industry are required with regard to sanitation, housekeeping, safety, and public relations. At a minimum, materials and methods will be in accordance with current best practices promulgated by the ISSA-the Worldwide Cleaning Industry Association and the International Executive Housekeeping Association. Standards may be viewed at www.issa.com or www.ieha.org.
2. All work performed will always be subject to review and acceptance by the County. Contractor will be responsible for careless workmanship. If a task is not performed so as to produce the specified standard result, it must be re-done at the Contractor's expense without charge to the County and without interference with the performance of regular scheduled work.
3. County cleaning standards level 1 and Level 2 are defined as follows:
 - i. Level 1:
 - a Floors and base moldings shine and/or are bright and clean, colors are fresh
 - b There is no buildup in corners or along walls
 - c All floors are vacuumed, swept and/or mopped daily (as applicable by site)

- d All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints
 - e Lights and fixtures are clean (no bugs or dirt observed)
 - f Washroom and shower fixtures and tile shine and are odor free. Supplies are adequate
 - g Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.
- ii. Level 2:
- a Floors and base moldings shine and/or are bright and clean.
 - b There is no buildup in corners or along walls.
 - c All floors are swept daily.
 - d All vertical and horizontal surfaces are clean, but marks, dust, smudges and fingerprints are noticeable upon close observation.
 - e Lights and fixtures are clean (no bugs or dirt observed)
 - f Washroom and shower fixtures and tile shine and are odor-free. Supplies are adequate.
 - g Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

II. FLOOR CARE

A. Schedule

Provide a floor maintenance schedule to the County for all annual stripping and waxing of floors in each facility. Minimal floor care is as follows.

B. Cleaning Standards for Bare Floors

1. Floors, base moldings, and grout must be clean and free of debris, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors must maintain their natural luster and not have a dull appearance.
 2. Wet mopping of bare floors is to be done using disinfectant cleaners with additional scrubbing as necessary. After cleaning, the floors must be slip-resistant, and surfaces, baseboards, and corners clean and dry.
 3. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.
 4. Mops and cleaning rags shall be cleaned and sanitized before and after each day of use. Mops and cleaning rags used in restrooms including diapering areas in restrooms shall not be used to clean any other areas.
- Stripping Floors

The old finish or wax is to be removed in accordance with standard commercial practices. Spots must be eliminated, and no evidence left of gum, burns, scuffmarks, or wax buildup in corners or crevices.

C. Finishing Floors

Walls, baseboards, and other surfaces must be free of finish residue and marks from cleaning equipment. Floors are to be free of streaks, mop strand marks, and skipped areas and the area with finish applied must have a uniform luster.

III. STAFF TRAINING

All personnel must be trained to safely and properly operate floor buffing machines and to use appropriate stripping procedures, pads and floor care chemicals before being assigned to County property. Staff responsible for the care and maintenance of asbestos-containing floor coverings must each receive an annual two-hour asbestos awareness training.

IV. FLOORING WITH ASBESTOS CONTAINING MATERIALS (ACM)

A. Stripping Frequency

Unless otherwise directed by the County, stripping of asbestos floor coverings may be done only two times per year and only when the building is unoccupied.

B. Stripping Method

1. Any flooring identified to have ACM may only be manually stripped using wet methods. No floor buffing will be allowed with a machine on a floor with ACM.
2. Prior to manual stripping operations, an emulsion of chemical stripper in water must be applied to the floor, following the manufacturer's directions and guidelines. A mop may be used to spread the chemical stripper over the floor to soften the wax or finish coat.
3. When manually stripping the floor, a mop or a non-abrasive pad shall be used to further soften the wax or finish coat, which may then be removed with a mop or a Wet-Vac HEPA filtration vacuum system.
4. The application of the chemical stripper may be repeated as necessary.
5. After stripping and before the application of a high solids floor finish, the floor must be thoroughly cleaned and rinsed with clean water. A Wet-Vac HEPA filtration vacuum system may be used to take up the rinse water.
6. Floors must be thoroughly air dried prior to the application of the floor finish product.

V. CARPET AND RUGS

A. General Standards

1. Remove all built-up spills, crusted materials, spots, and smears. No areas of deterioration or fuzzing to the carpets and rugs may remain as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs must be reasonably blended with surrounding carpets.
2. Carpets may not be left in excessively damp condition.
3. Take all measures as directed by the County to prevent the growth of mold.
4. Perform spot-cleaning as necessary to ensure carpet surfaces are free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials.
5. The above requirements also apply to mats and runners, where present.

B. Timing

The County must approve the times when carpets are cleaned, and carpets must be dry before the building is occupied the next business day.

C. Equipment relocation

Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the County or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. –

D. Vacuuming

Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming is to be done at a frequency that will protect the integrity of the carpet and prolong wear, using at a minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval/ Green Label Vacuum' Program.'

VI. FLOOR MATS AND RUNNERS

A. Layout

When present, mats and runners must be laid out as specified by the County at main entrances, main lobbies, and main and secondary corridors always, and must have finished edges. They must be a minimum of ten feet in length in the primary direction of travel. Replacement mats and runners shall be the same type as the original mats and runners.

B. Cleaning schedule

Mats and runners must receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or that cannot be cleaned are to be brought to the County's attention so they can be replaced. Mats and runners must be stored in accordance with the ANSI/ASEE A1264.2-2006 'Provision of Slip Resistance on Walking/Working Surfaces Guidelines.'

VII. RESTROOMS, SHOWER ROOMS, LOCKER ROOMS

A. Cleaning

All areas must be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains must be cleaned and kept free of mold and dirt. Restrooms must be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

B. Dispensers

Replenish supplies and fill dispensers with materials compatible with the dispenser manufacturer's requirements. Hand soaps may not contain antibacterial agents except where required by Federal, State, local requirements and health codes.

C. Floors

The quality standard is the same as that described for bare floor care.

D. Receptacles

Empty, clean, and sanitize the sanitary napkin and waste receptacles provided by the County. Sanitary napkin disposal containers must be lined with new receptacle bags and the waste treated the same as blood borne pathogens.

E. Fixtures

All fixtures and surfaces of washbasins, urinals, modesty panels, toilets, shower stalls, etc. are to be kept clean with no dust, spots, soiled substances, discoloration, mold, build-up, or excess moisture.

VIII. SURFACES

A. Horizontal Surfaces

All surfaces must be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards may not be disturbed unless directed by the County. Surfaces must be damp-mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.

B. Metal, Brass and Woodwork

Surfaces, including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc., must be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soiled substances, encrustation, and streaks.

C. Glass

All glass, clear partitions, mirror surfaces, bookcases, and other glass within approximately 70 inches of the floor must be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and may not be cloudy or hazed. No water spots may remain on the glass or adjacent fixtures and furniture after cleaning.

D. Elevators, Escalators, Stairways, Door Tracks

Tracks must be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

E. Exposed Surfaces, Treads, Risers and Landings

Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

F. Exterior and Interior Car Surfaces

Surfaces shall be clean and free of finger marks, smudges, and spills.

G. Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

All blinds, coverings, cord tapes, and valances are to be clean and free of dust and spots. Those that are not operating properly must be reported to the County for repair.

H. Drinking Fountains

All fountains are to be sanitized and present a lustrous appearance and kept free of dirt, watermarks, and all other debris or encrustations.

IX. TRASH

A. General

All trash, including restrooms, must be collected and removed to a location designated by the County.

B. Containers

Keep all trash containers empty, clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers may not be torn, worn, or contain residue.

C. Hazardous material

Notify the County of any item or material identified by the Environmental Protection Agency (EPA) and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes includes items such as fluorescent light bulbs, thermostats, thermometers, chemicals, and batteries.

D. Recyclables:

Provide all labor and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the County.

E. Contractor's Inspection Report:

Contractor is responsible to schedule a monthly inspection with County Building Services Manager; Duane Minor and provide the County with written inspections report of each facility on a monthly basis. Inspections are to be performed during the third (3rd) week of each month. Reports are to be emailed to Jose Villalobos,

Building Services Supervisor; jvillalobos@smcgov.org and Duane Minor, Building Services Manager, dminor@smcgov.org.

X. SUBCONTRACTING

Only single level sub-contracting is allowed. All subcontractors must be approved by the County prior to starting work under this contract.

XI. PERSONNEL IDENTIFICATION

All personnel, including subcontractor personnel, must be dressed in a neat and clean manner and wear distinguishing badges, uniforms, or clothing with identifying logos. The identification must be worn at all times while working at County sites. The County will have sole authority to determine the sufficiency of the identifying markers. Failure to wear such identification may result in the individual being barred from a facility, which will be deemed a failure to perform on the part of the Contractor.

XII. STAFF DEPARTMENT

A. General

All Contractor employees are expected to exhibit professional, courteous conduct and an appropriate appearance always. Any conduct or appearance deemed inappropriate by the County will be grounds for removal from the County property. Employees are to be respectful to all County employees and visitors and must be familiar with County standards of conduct. Soliciting monies, names, addresses and other such inquiries will be cause for the employee to be removed from the premises.

B. Background Clearance

1. Provide a list of names of each proposed employee to the Department of Public Works 30 days prior to the assignment of any employee. Contractor personnel to be assigned to County buildings will be required to meet with the County of San Mateo Building Services Manager prior to starting their assignments.
2. Employees assigned to county facilities must pass and maintain a County of San Mateo Department of Justice fingerprint/ background clearance performed by the County of San Mateo Sheriff's Department. The cost of the Department of Justice clearance is the responsibility of the Contractor. Contract employees will not be permitted to begin work prior to DOJ clearance and received County issued card issued badge. Failure to do so will result in the immediate removal of contractor's employee.
3. Selected Contractor must provide a list of each proposed employee and assigned facility to the Department of Public Works 30 days prior to the assignment of an employee.
4. Contractors employees will be required to meet with the County's Building Services Manager or his designee, once prior to commencement of assignment.
5. All staff entering The Hall of Justice or jail facilities must be cleared by jail security. Staff will be required to present a current driver's license upon arrival at the Hall. Contractor is responsible for maintaining proper security clearance for each employee throughout the duration of this agreement and will notify the County within 24 hours of learning of the arrest or detainment of any employee.

C. Damage, Theft, Illegal or Inappropriate Conduct

1. Contractor is responsible for repairing any property damage caused by any willful or negligent act of its employees or subcontractors; or replacing any items missing or damaged due to any theft

committed by its employees or subcontractors or made possible by willful or negligent action of its employees.

2. Contractor will reimburse any costs incurred by the County due to illegal or inappropriate conduct by the vendor's employees, including, but not limited to, the following:
 - i. Re-keying or restoring of locks; Service charges levied by security alarm vendors, law enforcement agencies, or security companies in response to false alarms;
 - ii. Payments to law enforcement agencies or security companies for investigations of conduct that prove an employee's inappropriate or illegal conduct;
 - iii. Replacement costs of items missing or damaged, due to an employee's conduct;
 - iv. Damage to property due to misuse of cleaning chemicals and cleaning equipment.

XIII. PAYMENT

A. Schedule

The County will pay for work performed at monthly intervals only after completion of the work and receipt of itemized written invoices pursuant to an approved schedule. Payment will be based on the amount bid for each facility and only for those facilities where work has been completed by Contractor and inspected and approved by the County.

B. Billing

Invoice the County using the facility breakdown sheets provided (see Exhibit "B"). Provide two separate invoices one to Building Services; attention: Duane Minor @ dminor@smcgov.org and one to DPW – Accounting, 555 County Center, 5th Floor, Redwood City, CA 94063.

C. Overtime

If overtime work, other than specified, is required, the County will pay only the difference between normal and overtime labor at the Contractor's billing rate.

XIV. BONDS AND INSURANCE

Prior to commencement of work, furnish a Performance and Payment Bond and a Labor and Material Bond in the amount of 100% of the first year of the contract sum and for each subsequent year. The bond surety must carry a Best Rating of A and in accordance with the laws of the State of California to secure payment of any and all claims for labor and material used or consumed in performance of this Agreement, as detailed in Exhibit A General 1.

XV. CHANGES TO WORK SITES

Sites may be added or removed from the current roster. The County is requesting an annual cost for all facilities listed on the price form. The County will divide this cost by 12 to determine monthly cost. Awards for additional facilities will be determined by the County based on the performance and cost structure of the pool of awarded vendors.

Additionally, the County seeks pricing for the following scenarios:

- Hourly custodians with vendor supplying all supplies and equipment.
- Seven (7) day Monday-Sunday cleaning work week.

PART 5. BID DOCUMENTS

SAN MATEO COUNTY STANDARD AGREEMENT

Bid for: **CUSTODIAL SERVICES**

Invitation for Bids No. 2018-002

Agreement # _____

(Bidders - submit only this Part 5- Bid Documents, including the bid sheet, fully executed, as the bid.)

I. EXHIBITS AND ATTACHMENTS

This bid constitutes a firm offer by the bidder to the County to provide the goods and services specified and will remain active for 60 calendar days after the Bid Due Date and Time or until the County indicates acceptance by signing, whichever is earlier. If the bid is accepted, the bidder agrees to comply with all terms, conditions and requirements of this Invitation for Bids, and to provide all the goods and services described at the prices quoted for the term of the contract. Signature of the County's authorized representative or issuance of a Purchase Order will constitute acceptance of the offer and will form a binding contract, which will consist of all parts of this Invitation for Bids, including the completed and signed Bid Documents, and all exhibits, attachments, and addenda.

In the event of conflicting provisions, the following order of precedence will apply:

- Federal Provisions, if any and if applicable
- Addenda to the Invitation for Bids in reverse order of release
- PART 5 - Bid Documents
- PART 4 - Scope of Work and Special Requirements
- PART 3 - County of San Mateo Standard Terms and Conditions
- PART 2 - Instructions for Bidders
- IFB Summary page

Within the same level of precedence, unless otherwise specified by the County, in the case of conflict the more stringent provision will apply.

II. TERM

Subject to compliance with all terms and conditions, the term of this Agreement will be from the date the County's authorized representative signs below, (Commencement Date) through, TBD

III. PAYMENTS

The County's total obligation under this Agreement may not exceed \$, TBD. In the event that the County makes advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination.

IV. CERTIFICATIONS

The undersigned bidder certifies that he or she:

- Has examined and is familiar with all the provisions and references in this solicitation;
- Has checked Public Purchase.com prior to submitting a bid and has received the following addenda:

Mark "NA" if no addenda

- Will, if selected, perform in conformance with the requirements and conditions of the contract, providing all required labor, tools, and equipment to perform, in the manner and times prescribed and according to the requirements set forth in the contract;
- Is not bidding in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, and the bid is genuine and not collusive or sham;
- Has full power and authority to execute, and does execute, these certifications and this contract on behalf of the bidder;
- Has no economic or organizational interest that would conflict with the required duties under this contract, has not developed or materially assisted in the development of any product or service specifications and requirements for this solicitation, and will immediately advise the County's General Counsel on learning of a conflict of interest during the term of this contract;
- Has not employed, retained, paid, or agreed to pay any company or person, other than a bona fide employee, to solicit or secure this contract;
- Possesses and will keep in effect at all times during the term of this contract all necessary licenses, permits, qualifications and approvals legally required to provide the required goods and services; and
- Declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

In witness of and in agreement with these contract terms, the parties, by their duly authorized representatives, affix their respective signatures below:

FOR CONTRACTOR

Company Name

Contractor Authorized Signature

Date

Name of Authorized Signatory (print)

Title

The term of this Agreement will be from the date signed by the County below through _____ 201__, with _____ options to renew, each for a period of 12 months.

COUNTY OF SAN MATEO

By

Commencement Date

Name (print)

Title

CONTRACTOR INFORMATION FORM

This form must be completed by every firm submitting a bid, and by subcontractors when the bidder expects to subcontract more than 25% of the deliverables, or when otherwise requested by County. Submit this form with bids.

This form is being completed by a		<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Subcontractor
Legal Name of Firm:		City:	
DBA (if applicable):		State:	ZIP:
Business Address Number and Street: Suite/floor/room: City: State: Zip:		Type of work/services/materials provided :	
Number of years in business:			
Contact Person for contract:		Contact Person Phone:	
Contact Person Title:		Contact Person email:	
Form of Business <input type="checkbox"/> corporation <input type="checkbox"/> LLC <input type="checkbox"/> sole proprietor <input type="checkbox"/> partnership			
Tax ID Number:		Dun & Bradstreet #	

BID SHEET

Note to Bidders – see MS Excel file posted on Department of Public Works web site

“Projects Out to Bid” <https://publicworks.smcgov.org/>

Complete the spreadsheet exactly as provided and do not modify it in any way.

Submit as part of bid.

**Report any non-working cells, errors, or problems to the Authorized Contact Person by the Deadline
for Questions and Comments.**

EVIDENCE OF QUALIFICATIONS

Provide evidence of meeting Minimum Qualifications on the following tables. Failure to provide evidence of meeting the Minimum Qualifications may result in a determination of non-responsiveness or non-responsibility.

Yes No Do you have at least five years providing maintenance services?

Yes No Do you have at least 3 years of providing maintenance services to a government entity?

Yes No Do you have all licenses required under California law?

SUBCONTRACTOR LIST

If no subcontractors are proposed, mark the box below.

I do not propose to use any Subcontractors for this contract.

If subcontractors are anticipated, include a list of all proposed subcontractors with the submission. The County may perform a background check on subcontractors, therefore changes to this list subsequent to contract award are not allowed without prior written approval from the County. If this solicitation will result in an on-call contract, the dollar amount of work need not be provided with the bid. Instead, provide this form with dollar amounts for each Task Order or Purchase Order awarded. Check appropriate box below.

For bid

For Task Order / Purchase Order # ____

Subcontractor Firm Name and Address	Scope of Work	Dollar Value of Work
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		

(Name of Firm Bidding)

(Name of Contact Person)

_____ _____
(Signature) (Date)

(Title)

REFERENCES

Provide three references for decedent transportation services performed within the last two years. If necessary, attach a separate sheet. The County reserves the right to contact references other than, and/or in addition to, those furnished by a bidder.

Account Name:

Contact Person/Title:

Address:

Phone #:

E-mail Address:

Date most recent work performed:

Account Name:

Contact Person/Title:

Address:

Phone #:

E-mail Address:

Date most recent work performed:

Account Name:

Contact Person/Title:

Address:

Phone #:

E-mail Address:

Date most recent work performed: