



County of Santa Clara

Office of the County Executive
Procurement Department
130 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400

**FIRST AMENDMENT TO AGREEMENT # CW2246496
BY AND BETWEEN THE COUNTY OF SANTA CLARA AND QUALITY CLEANING
PROFESSIONALS, LLC**

This is the First Amendment to the Agreement between the County of Santa Clara ("County") and Quality Cleaning Professionals, LLC ("Contractor") entered into on April 1, 2023 to provide Performance Based Janitorial Services for the County's Facilities and Fleet Department.

On March 14, 2022, the Board of Supervisors approved this Agreement.

This Agreement is amended as follows effective May 8, 2023:

1. EXHIBIT B, "PRICE SUMMARY AND COMPENSATION PLAN", is hereby deleted in its entirety and replaced with EXHIBIT B-1, "PRICE SUMMARY AND COMPENSATION PLAN". Exhibit B-1 updates certain service locations. All references to Exhibit B in the Agreement shall be replaced with Exhibit B-1.
2. EXHIBIT C, "SCOPE OF WORK AND REQUIREMENTS", is hereby deleted in its entirety and replaced with EXHIBIT C-1, "SCOPE OF WORK AND REQUIREMENTS". All references to Exhibit C in the Agreement shall be replaced with Exhibit C-1.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by Jayson Mampusti, Buyer III at (408) 491-7407 or jayson.mampusti@prc.sccgov.org and Chaz Miyamoto, Buyer III at (408) 491-7468 or chaz.miyamoto@prc.sccgov.org.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

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Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARADS
ck

DocuSigned by:

Matthew Hada

5/4/2023

CEA090A27EB84FA

Matthew Hada

Date

Director of Procurement

DocuSigned by:

Gene Clark

5/4/2023

C685F692AC71492

Gene Clark, CPPO, CPM

Date

Chief Procurement Officer

CONTRACTOR

DocuSigned by:

Linnea Willis Smith

9483489FD6BE480

By:

Print: Linnea Willis Smith

Title: Owner and Managing Member

Date: 5/4/2023

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Robert Nakamae

5/3/2023

797E74E07E8345C

Robert Nakamae

Date

Deputy County Counsel

EXHIBIT B-1**PRICE SUMMARY AND COMPENSATION PLAN**

Price increases are not allowed except as set forth in Exhibit C, Section IV.

LOT 3 - FACILITIES AND FLEET DEPARTMENT				
Description		Estimated Sq. Ft.	UOM	Unit Price
1	Palo Alto Clinic, and Mental Health - 1st Floor, 231 Grant Ave., Palo Alto, CA 94306	13,000	Monthly	\$8,400.00
2	District Attorney (Justice Bldg.), Board of Supervisors Office, and Public Defender's Office, 270 Grant Ave., Palo Alto, CA 94306	12,890	Monthly	\$8,400.00
3	Justice Building 17275 Butterfield Blvd., Morgan Hill, CA 95037	14,500	Monthly	\$6,300.00
4	Sheriff's Department, and Agriculture & Environmental Management 80 Highland Ave., San Martin, CA 95046	17,800	Monthly	\$13,000.00
5	South Yard Fleet 13550 Diessner, San Martin, CA 95046	1,100	Monthly	\$1,300.00
6	San Martin Clinic 90 Highland Ave., San Martin, CA 95046	6,826	Monthly	\$5,000.00
TOTAL				\$42,400.00

ADDITIONAL SERVICES			
Description		UOM	Unit Price
1	Additional Work Outside standard janitorial services as outlined in this solicitation (price per hour):	Hour	\$50.00
2*	Additional Areas: Carpet cleaning (price per square foot):	Square Foot	\$0.50
3*	Additional Areas: Floor stripping and waxing (price per square foot):	Square Foot	\$0.50
4*	Additional Areas: Scrub and Recoat (price per square foot):	Square Foot	\$0.50
5	Day Porter Service (price per hour)	Hour	\$50.00
6	On-Call Service (price per hour)	Hour	\$75.00

EXHIBIT C-1**SCOPE OF WORK AND REQUIREMENTS**

Contractor shall provide Performance Based Janitorial Services to the County of Santa Clara's Facilities and Fleet Department in accordance with the terms and conditions as specified in this Agreement.

SECTION I: SITE SPECIFIC REQUIREMENTS

The County reserves the right to add/delete locations and services at any time and for any reason during the term of this Agreement.

Contractor shall provide supervision, labor, and transportation, including all machinery, tools, apparatus, and incidentals (collectively "Equipment"), reasonably necessary to perform the services as described herein. Cleaning products (paper and chemicals) will be provided by the County.

Where new locations are added or additional services are required at the County during the term of the Agreement, the County location manager(s) will meet with the Contractor to review the requirements and the rates. An amendment to the Agreement may need to be executed.

Location No.	Location Description
FAF-1	Palo Alto Clinic, and Mental Health 1st Floor, 231 Grant Ave., Palo Alto, CA 94306
	General Description: Palo Alto Clinic, and Mental Health has approximately 13,000 square feet of floor space to be maintained.
	Scope of Work:
	1. Daily Service (Monday through Friday)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	• Clean and sanitize fixtures, polish chrome fittings.
	• Sweep, wet mop and sanitize floors.
	• Wash walls and partitions.
	• Clean and sanitize mirrors, shelves, doors jams, and handles.
	• Empty trash receptacles; replace liners.
	• Clean and sanitize toilet seats, commodes, and urinals.
	• Clean and sanitize sinks, faucets, countertops, and mirrors.
	• Clean and fill soap, paper towel and toilet tissue dispensers.
	• Empty and sanitize sanitary napkin receptacles.
	• Restock sanitary napkins and tampons.
	• Clean doors and door jams
	• Pour water down floor drains.
	• High dust (vacuum) ceiling vents.

	b) Common Areas
	<ul style="list-style-type: none"> • Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.
	<ul style="list-style-type: none"> • Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
	<ul style="list-style-type: none"> • Sweep, wet mop, or vacuum all floors.
	<ul style="list-style-type: none"> • Clean all tables, chairs and countertops.
	<ul style="list-style-type: none"> • Clean and polish all sinks and appliance work top surfaces and front face.
	<ul style="list-style-type: none"> • Properly arrange all furniture.
	<ul style="list-style-type: none"> • Change lights and clean covers.
	<ul style="list-style-type: none"> • Clean doors, door jams
	<ul style="list-style-type: none"> • Clean windows and blinds inside and out
	<ul style="list-style-type: none"> • Clean vents
	<ul style="list-style-type: none"> • Clean drinking fountains
	2. Weekly Service
	The following services are required and shall include, but not be limited to:
	a) Office Areas
	<ul style="list-style-type: none"> • High dust (vacuum) overhead vents and ledges.
	<ul style="list-style-type: none"> • Dust window blinds and spot clean windows.
	<ul style="list-style-type: none"> • Hand dust counters, file cabinets, desks, chairs, tables and other office furniture.
	<ul style="list-style-type: none"> • Hand dust all ledges and flat surfaces within reach.
	<ul style="list-style-type: none"> • Remove fingerprints and marks from woodwork, walls, doors, doorknobs, and partition glass, or, if needed, wash and sanitize.
	<ul style="list-style-type: none"> • Sweep and mop all tile floors.
	<ul style="list-style-type: none"> • Detail Vacuum all carpeted areas
	<ul style="list-style-type: none"> • Spot clean carpet.
	<ul style="list-style-type: none"> • Spot clean carpet.
	<ul style="list-style-type: none"> • Clean doors and door jams
	<ul style="list-style-type: none"> • Keep janitorial closet neat and clean at all times.
	<ul style="list-style-type: none"> • Upon completion of work, leave only designated lights on.
	<ul style="list-style-type: none"> • Check windows, doors, etc., prior to leaving building.
	<ul style="list-style-type: none"> • Replace lights and wipe down light covers.
	<ul style="list-style-type: none"> • Report broken fixtures or other problems.
	<ul style="list-style-type: none"> • Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday, and Friday.

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Location No.	Location Description
FAF-2	District Attorney (Justice Bldg.), Public Defender's Office, and Board of Supervisors Office 270 Grant Ave., Palo Alto, CA 94306
	General Description: District Attorney (Justice Bldg.), Board of Supervisors Office, and Public Defender's Office approximately 12,890 square feet of floor space to be maintained.
	<ul style="list-style-type: none"> • District Attorney (Justice Building) – 4th Floor • Public Defender's Office – 3rd Floor & Basement • Board of Supervisors Office – 1st Floor
	Scope of Work:
	1. Daily Service (Monday through Friday)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	<ul style="list-style-type: none"> • Clean and sanitize fixtures; polish chrome fittings.
	<ul style="list-style-type: none"> • Sweep, wet mop and sanitize floors.
	<ul style="list-style-type: none"> • Wash walls and partitions.
	<ul style="list-style-type: none"> • Clean and sanitize mirrors, shelves, doors, jams and handles.
	<ul style="list-style-type: none"> • Empty trash receptacles; replace liners.
	<ul style="list-style-type: none"> • Clean and sanitize toilet seats, commodes and urinals.
	<ul style="list-style-type: none"> • Clean and sanitize sinks, faucets, countertops and mirrors.
	<ul style="list-style-type: none"> • Clean and fill soap, paper towel and toilet tissue dispensers.
	<ul style="list-style-type: none"> • Empty and sanitize sanitary napkin receptacles.
	<ul style="list-style-type: none"> • Restock sanitary napkins and tampons.
	<ul style="list-style-type: none"> • Clean doors and door jams
	<ul style="list-style-type: none"> • Pour water down floor drains.
	<ul style="list-style-type: none"> • High dust (vacuum) ceiling vents.
	b) Common Areas
	<ul style="list-style-type: none"> • Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.
	<ul style="list-style-type: none"> • Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
	<ul style="list-style-type: none"> • Sweep, wet mop, or vacuum all floors.
	<ul style="list-style-type: none"> • Clean all tables, chairs and countertops.
	<ul style="list-style-type: none"> • Clean and polish all sinks and appliance work top surfaces and front face.
	<ul style="list-style-type: none"> • Properly arrange all furniture.
	<ul style="list-style-type: none"> • Change lights and clean covers.
	<ul style="list-style-type: none"> • Clean doors, door jams
	<ul style="list-style-type: none"> • Clean windows and blinds inside and out
	<ul style="list-style-type: none"> • Clean vents
	<ul style="list-style-type: none"> • Clean drinking fountains

	<ul style="list-style-type: none"> Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday and Friday.
	2. Once a Week Service
	The following services are required and shall include, but not be limited to:
	a. Office Areas
	<ul style="list-style-type: none"> High dust (vacuum) overhead vents and ledges. Dust window blinds and spot clean windows. Hand dust counters, file cabinets, desks, chairs, tables and other office furniture. Hand dust all ledges and flat surfaces within reach. Remove fingerprints and marks from woodwork, walls, doors, doorknobs and partition glass, or, if needed, wash and sanitize. Sweep and mop all tile floors. Detail Vacuum all carpeted areas Spot clean carpet. Clean doors and door jams Keep janitorial closet neat and clean at all times. Upon completion of work, leave only designated lights on. Check windows, doors, etc., prior to leaving building. Replace lights and wipe down light covers. Report broken fixtures or other problems.
	b) Sweep entrance areas along front and sides of facility
	3. Monthly (2nd Wednesday of every Month)
	1st floor - Board of Supervisors Office
	The following services are required and shall include, but not be limited to:
	a) Office Area
	<ul style="list-style-type: none"> High dust (vacuum) overhead vents and ledges. Dust window blinds and spot clean windows. Hand dust counters, file cabinets, desks, chairs, tables and other office furniture. Hand dust all ledges, walls and flat surfaces. Wash and sanitize, remove fingerprints and marks from woodwork, walls and partition glass. Sweep and mop all tile floors. Detail vacuuming of all carpeted areas including corners; spot clean carpet as needed. Clean and sanitize doors, doorknobs and door jams. Empty wastebaskets and replace liners and place for disposal in outside dumpsters (waste/recycle/compost). Change lights and clean light covers.
	b) Sweep entrance areas along front and sides of facility

Location No.	Location Description
FAF-3	Justice Building 17275 Butterfield Blvd., Morgan Hill, CA 95037
FAF-4	Sheriff's Department, and Agriculture & Environmental Management 90 Highland Ave., San Martin, CA 95046
FAF-5	South Yard Fleet 13550 Diessner, San Martin, CA 95046
	<p>General Description: The following locations have approximate estimates of square feet of floor space to be maintained:</p> <ul style="list-style-type: none"> Justice Building - 17275 Butterfield Blvd., Morgan Hill (14,500 sq. ft.) Sheriff's Department, and Agriculture & Environmental Management - 80 Highland Ave., San Martin (17,800 sq. ft.) South Yard Fleet - 13550 Diessner, San Martin, CA 95046 (1,100 sq. ft.)
	Scope of Work:
	1. Daily Service
	<ul style="list-style-type: none"> Justice Building (3 days/week)
	<ul style="list-style-type: none"> Sheriff's Department, and Agriculture & Environmental Management (5 days/week)
	<ul style="list-style-type: none"> South Yard Fleet (3 days/week)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	<ul style="list-style-type: none"> Clean and sanitize fixtures; polish chrome fittings.
	<ul style="list-style-type: none"> Sweep, wet mop and sanitize floors.
	<ul style="list-style-type: none"> Wash walls and partitions.
	<ul style="list-style-type: none"> Clean and sanitize mirrors, shelves, doors, jams and handles.
	<ul style="list-style-type: none"> Empty trash receptacles; replace liners.
	<ul style="list-style-type: none"> Clean and sanitize toilet seats, commodes and urinals.
	<ul style="list-style-type: none"> Clean and sanitize sinks, faucets, countertops and mirrors.
	<ul style="list-style-type: none"> Clean and fill soap, paper towel and toilet tissue dispensers.
	<ul style="list-style-type: none"> Empty and sanitize sanitary napkin receptacles.
	<ul style="list-style-type: none"> Restock sanitary napkins and tampons.
	<ul style="list-style-type: none"> Clean doors and door jams
	<ul style="list-style-type: none"> Pour water down floor drains.
	<ul style="list-style-type: none"> High dust (vacuum) ceiling vents.
	b) Common Areas
	<ul style="list-style-type: none"> Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.
	<ul style="list-style-type: none"> Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
	<ul style="list-style-type: none"> Sweep, wet mop, or vacuum all floors.

	<ul style="list-style-type: none"> • Clean all tables, chairs and countertops.
	<ul style="list-style-type: none"> • Clean and polish all sinks and appliance work top surfaces and front face.
	<ul style="list-style-type: none"> • Properly arrange all furniture.
	<ul style="list-style-type: none"> • Change lights and clean covers.
	<ul style="list-style-type: none"> • Clean doors, door jams
	<ul style="list-style-type: none"> • Clean windows and blinds inside and out
	<ul style="list-style-type: none"> • Clean vents
	<ul style="list-style-type: none"> • Clean drinking fountains
	<ul style="list-style-type: none"> • Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday and Friday.
	2. Once a Week Service
	The following services are required and shall include, but not be limited to:
	a. Office Areas
	<ul style="list-style-type: none"> • High dust (vacuum) overhead vents and ledges.
	<ul style="list-style-type: none"> • Dust window blinds and spot clean windows.
	<ul style="list-style-type: none"> • Hand dust counters, file cabinets, desks, chairs, tables and other office furniture.
	<ul style="list-style-type: none"> • Hand dust all ledges and flat surfaces within reach.
	<ul style="list-style-type: none"> • Remove fingerprints and marks from woodwork, walls, doors, doorknobs and partition glass, or, if needed, wash and sanitize.
	<ul style="list-style-type: none"> • Sweep and mop all tile floors.
	<ul style="list-style-type: none"> • Detail Vacuum all carpeted areas
	<ul style="list-style-type: none"> • Spot clean carpet.
	<ul style="list-style-type: none"> • Clean doors and door jams
	<ul style="list-style-type: none"> • Keep janitorial closet neat and clean at all times.
	<ul style="list-style-type: none"> • Upon completion of work, leave only designated lights on.
	<ul style="list-style-type: none"> • Check windows, doors, etc., prior to leaving building.
	<ul style="list-style-type: none"> • Replace lights and wipe down light covers.
	<ul style="list-style-type: none"> • Report broken fixtures or other problems.
	b) Sweep entrance areas along front and sides of facility

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Location No.	Location Description
FAF-6	San Martin Clinic 80 Highland Ave., San Martin, CA 95046
	General Description: San Martin Clinic has approximately 6,826 square feet of floor space to be maintained.
	Scope of Work:
	1. Daily Service (Monday through Friday)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	• Clean and sanitize fixtures; polish chrome fittings.
	• Sweep, wet mop and sanitize floors.
	• Wash walls and partitions.
	• Clean and sanitize mirrors, shelves, doors, jams and handles.
	• Empty trash receptacles; replace liners.
	• Clean and sanitize toilet seats, commodes and urinals.
	• Clean and sanitize sinks, faucets, countertops and mirrors.
	• Clean and fill soap, paper towel and toilet tissue dispensers.
	• Empty and sanitize sanitary napkin receptacles.
	• Restock sanitary napkins and tampons.
	• Clean doors and door jams
	• Pour water down floor drains.
	• High dust (vacuum) ceiling vents.
	b) Common Areas
	• Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.
	• Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
	• Sweep, wet mop, or vacuum all floors.
	• Clean all tables, chairs and countertops.
	• Clean and polish all sinks and appliance work top surfaces and front face.
	• Properly arrange all furniture.
	• Change lights and clean covers.
	• Clean doors, door jams
	• Clean windows and blinds inside and out
	• Clean vents
	• Clean drinking fountains
	• Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday and Friday.
	2. Once a Week Service

The following services are required and shall include, but not be limited to:
a. Office Areas
• High dust (vacuum) overhead vents and ledges.
• Dust window blinds and spot clean windows.
• Hand dust counters, file cabinets, desks, chairs, tables and other office furniture.
• Hand dust all ledges and flat surfaces within reach.
• Remove fingerprints and marks from woodwork, walls, doors, doorknobs and partition glass, or, if needed, wash and sanitize.
• Sweep and mop all tile floors.
• Detail Vacuum all carpeted areas
• Spot clean carpet.
• Clean doors and door jams
• Keep janitorial closet neat and clean at all times.
• Upon completion of work, leave only designated lights on.
• Check windows, doors, etc., prior to leaving building.
• Replace lights and wipe down light covers.
• Report broken fixtures or other problems.
b) Sweep entrance areas along front and sides of facility

SECTION II: BUSINESS REQUIREMENTS

A. Confidentiality

- A1. "Confidential Information" will mean any and all tangible and intangible information, whether written, oral or in any other medium, originated by or uniquely within the knowledge of the County and not generally available to third parties. Confidential Information may include, without limitation, any and all network diagrams, network schematics, network and system documentation, network address information, system and device configurations, trade secrets, data captured from a County network or information system, financial information, know-how, designs, methodologies, processes, manuals, marketing information, price lists, customer lists, supplier lists, employee information, facility infrastructure, computer programs, and systems designs.
- A2. Contractor's obligations to protect the confidentiality of County's Confidential Information will continue in full force and effect until the conclusion the termination or expiration of the, and the obligations with respect to the treatment of all Confidential Information survive termination or expiration of Agreement.
- A3. The Confidential Information shall remain the exclusive property of the County.
- A4. Contractor shall and maintain the Confidential Information in accordance with the following terms and conditions.
- Contractor shall treat all Confidential Information as confidential and not use or

disclose the Confidential Information to any third party. Contractor shall keep the Confidential Information in strict confidence, using the same standard of care as it does with respect to its own Confidential Information, but in no event less than a reasonable degree of care

- Contractor shall not make any copies, keep copies, maintain copies, use, or disclose the Confidential Information.

A5. Contractor shall take appropriate action to address any incident of unauthorized access to or use of Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to or use of Confidential Information, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

A6. Should Contractor use or disclose Confidential Information to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

B. Holidays

Current Holidays are listed in this Agreement's Exhibit G – County of Santa Clara Holidays. If the scheduled service date is on a County holiday, the site County Facility Manager will determine whether Contractor will be required to make up the time or to continue to work on the next scheduled day after the holiday. Contractor shall not be paid for work scheduled but not performed on a holiday.

C. Work Schedule

Contractor shall perform services according to the frequency as indicated in this Agreement. From time to time, and for any reason, the County may add or delete and/or make changes to the services and/or service locations. The County will give Contractor two (2) weeks advance notice if there are any changes to services or service locations.

The County shall designate a County Facility Manager at each Service location. Within five (5) days of the commencement date of the Agreement, Contractor and County Facility Manager will finalize the specific dates and times for each service location. Work shall commence immediately after Contractor receives all required security clearances.

Throughout the term of the Agreement, Contractor shall:

- a. Provide a supervisor who understands the work to be performed at each Service location.
- b. Provide training and re-training, if necessary, to all cleaning staff on the proper technique and services to be performed at each Service location.

- c. Perform quality control and assurance that the work is completed according to the Agreement.

D. County Owned and Inventory of Supplies and Equipment

- D1. Contractor to receive, inventory and store the materials in County designated stock rooms/shelves.
- D2. The County shall provide, and Contractor shall restock feminine hygiene products, as required. County shall retain all proceeds from the sale of feminine hygiene products.
- D3. All cleaning products shall be properly labeled.
- D4. County shall provide at its expense all utilities, including lights, power and water.
- D5. Replacement restroom product dispensers, if required, will be provided by the County or the building owner.
- D6. County will provide supplies and chemicals to be used by Contractor during the duration of the Agreement.
- D7. Contractor must e-mail a supply request to County Facilities (Custodial Supervisor) for the supplies they will need for different County Facilities that they are directly responsible for. Facilities will purchase the supplies to be delivered to Contractor's sites/locations. Contractor shall receive the supplies, restock the supplies at County locations, and provide a copy of the packing slip to Facilities once the supply order has been received so that Facilities can confirm quantity of supplies delivered.

E. Building Security

- E1. Keys to County's building/sites requiring janitorial service will be provided to Contractor. Contractor shall guarantee that the buildings/sites are securely locked at all times during and after work is performed. Lost keys shall be immediately reported to the County Facility Manager. County will charge Contractor \$50.00 for each lost key. Furthermore, Contractor shall reimburse County for all associated costs of re-keying any or all locks.
- E2. Contractor's employees shall NOT set off, or fail to reset, a building alarm, as instructed. Such false alarms or failure to reset an alarm may cause the County to incur damages, and Contractor shall be charged a minimum amount of One Hundred Fifty Dollars (\$150.00) or actual cost of damages per event.
- E3. Contractor's employees shall not prop open building doors. If a situation requires doors to be propped open (i.e., delivery of equipment, etc.), Contractor's employees shall ensure attendance and responsibility by Contractor's employees at doors propped open at all times when propped open.

F. Supervision

- F1. Contractor's location supervisor or team lead shall be available during all scheduled cleaning hours and special work assignments at a County facility. This individual shall speak, read, write, and understand English. All direction given to Contractor's supervisor/team lead shall be as binding as if given to Contractor.
- F2. While performing work under this Agreement, Contractor's supervisor/team lead and any other assigned staff shall carry a Contractor issued cell phone by which County staff shall be able to communicate with him/her. Other janitorial staff, at a minimum, should carry communication devices and may use County phones to respond to work related issues.
- F3. Contractor shall provide to each County Facility Manager a list of all Contractor's staff assigned to that work site and evidence of security clearance documentation as required by the department. The list shall include name, address, and driver's license number and the employee's work schedule and assignment.

G. Training

Contractor shall provide ongoing training for all of Contractor's staff. Training programs shall include, but are not limited to, quality standards, task definitions, IPP plans (Injury and Illness Prevention Program), SDS sheets (Safety Data Sheets), Cal-OSHA (California Occupational Safety and Health Administration) regulations, Green Cleaning, COVID-19, or any health pandemic related, and all other applicable safety regulations. Upon request, Contractor shall provide the County a report showing the training provided for the janitorial staff working at County locations during the term of the Agreement.

H. Employee Conduct

Contractor employees shall report all lost and found items to the respective County Facility Manager. Such items are to be tagged with information specifying the date, time, building, room number and the name of the individual who found the item.

Employees of Contractor, while performing work under this Agreement, SHALL NOT, at a minimum:

- H1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
- H2. Remove any County property, equipment, monies, forms or any other item belonging to an employee of the County from County facilities.
- H3. Engage in horseplay or loud boisterous behavior.
- H4. Be under the influence of alcohol or drugs.
- H5. Gamble.
- H6. Smoke in any building, or anywhere such that employees of Contractor are not in compliance with the County's No Smoking Policy,
- H7. Turn on or use any electronic equipment (computers, typewriters, radios, etc.) other than those supplied by Contractor. If listening to media devices using ear buds/earphones, the decibel level shall be at an acceptable level such that the

Contractor's employees can perform services without disruption and/or distraction to themselves or personnel in the immediate area. If requested by County personnel to reduce the decibel level or discontinue use of the media device, Contractor's employee shall do so immediately.

H8. Use any County telephone except those designated by each building County Facility Manager for the performance of services under Agreement.

H9. Open any desk, file cabinet or storage cabinet.

H10. Remove any article from desks.

H11. Consume any food or beverage other than that brought with or purchased by the employee.

H12. Consume any food or beverage in any area NOT designated as a break or lunchroom.

H13. Engage in non-work-related conversations with County employees or visitors.

I. Employee Removal

I1. Contractor shall remove from service any employee of Contractor who, in the opinion of the County Facility Manager, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, dangerous, insubordinate, and/or disruptive, does not comply with rules and regulations of the County, or who is otherwise objectionable.

I2. Contractor shall not interpret such removal as a request by County for dismissal of or other disciplinary action against the employee; and such removal shall not be the basis of any claim for compensation or damages against the County by Contractor or Contractor's employee, or any of its officers, employees or agents.

J. Employee Appearance and Identification

J1. Contractor's personnel shall present a neat appearance and be easily recognized as Contractor's employees. Contractor shall provide each employee with a picture identification badge and uniform. The identification badge shall include the employee's photograph, name, employee number and Contractor's name, and be displayed on the front of the employee's uniform.

J2. Contractor shall ensure that all of its employees wear uniforms to which Contractor's business name and/or logo have been affixed, and identification badge at all times while performing services.

J3. Any employee who fails to meet this requirement may be asked to leave County service location(s). Should this occur, the County will not compensate the Contractor for Contractor's employee's lost time.

K. Reporting Inspection

K1. The County Facility Managers will monitor the work and communicate directly with the Contractor's site supervisor/team lead on any issues or concerns. Contractor's site supervisors/team leads shall conduct monthly inspections of all locations and provide a copy of his/her report on conditions to each County Facility Manager. If at any time, the services performed do not conform to the specifications and requirements of the Agreement, the County shall have the right to require the

Contractor to immediately perform the services defined below in letter S and in Section III, Site Specific Requirements, at no increase in the total contractual amount.

- K2. In the event the Contractor fails to perform the services promptly and correctly the County shall have the right to (i) reduce the Agreement pricing, (ii) short-pay or assess a penalty to reflect the reduced value of services, and/or (iii) have the services performed by another janitorial service company and charge the Contractor for cost incurred by the County to have another janitorial company perform the services.
- K3. If and when unusual circumstances arise, Contractor shall provide a report to the County Facility Manager the day of the occurrence. Examples of unusual circumstances include, but are not limited to, the observance of suspicious persons around a County facility and the discovery of inoperable lighting in a County facility.
- K4. Contractor shall notify the County Facility Manager within 24 hours, or no later than the following day, upon finding any broken fixture, restroom product dispenser, or any other problem that requires building maintenance or repair. Failure to provide the County with timely notification of such problems may be cause for County to make invoice deductions for failure to comply with the terms of the Agreement.
- K5. Contractor employees shall immediately report to the County Facility Manager any abnormalities, hazardous conditions, or immediately dangerous conditions found at County service locations during the course of performing services, such as; fire, water leaks, vandalism, graffiti, or broken windows, and mechanical, plumbing, electrical, and structural deficiencies.

L. Unplanned Work

- L1. "Unplanned Work" is defined as any work outside of a County Department's agreed-upon cleaning schedule. If Unplanned Work is required by the County, Contractor shall provide the necessary staff to complete the work as instructed by the County.
- L2. Unplanned Work shall require a shortened Contractor response time of two (2) to four (4) hours, depending upon the nature of said work. Contractor shall have sufficient labor and call-out procedures to ensure that staffing is available for this type of unplanned requirement. The County is aware that additional expense may be incurred due to the Unplanned Work. Fees shall be agreed upon by both parties prior to commencement of work. Contractor shall perform no extra or additional work not specified in Exhibit C, Section I, Site Specific Requirements, unless agreed in writing by County. Extra work to which County has not agreed in advance in writing will not be compensated by County.

M. Care and Support of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's service location supervisor/team lead. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the County's Communication Center by dialing 911 and shall then notify the County Facility Manager as quickly as possible.

N. Work Performance

Contractor shall adhere to the highest quality standards of the janitorial profession, County's cleaning standards and County's Green Cleaning Policy. Contractor shall guarantee that services are completed according to schedule. Each County Facility Manager shall monitor the services performed and will promptly notify Contractor if services need to be re-performed. Any re-performance of services shall be done at the Contractor's own expense and completed in the time as agreed upon by both parties.

O. Storage

Janitorial closets located in County service locations may be used by Contractor and shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any County janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to County staff, the public, or Contractor's employees. All containers shall be properly labeled. Contractor's service location supervisor/team lead shall maintain an equipment inventory, and a copy shall be given to the County, upon request.

P. Warranty

Contractor shall warrant and represent that services performed under Agreement comply with all specifications and that workmanship is free from defects. If any portion of the work has not been completely described in this Agreement, it shall comply with nationally recognized codes and established industry standards. Contractor agrees that the aforementioned warranties and representations shall be in addition to any warranties provided by law or offered by Contractor.

Q. Subcontractors

- Q1. Contractor must notify the County of the use of any subcontractors during the term of this Agreement.
- Q2. Contractor is solely responsible for its subcontractors' provision of services to the County on all County premises.
- Q3. Contractor shall coordinate with its subcontractors on all activities for the County to ensure efficient and orderly services, including but not limited to delivery and installation of products.
- Q4. Contractor shall assume full responsibilities for the actions, omissions and errors of subcontractors listed Exhibit D - Designation of Subcontractors. No change in subcontractor shall be permitted without prior written approval from the County. Changes in subcontractors without prior written consent from the County may result in the cancellation of this Agreement.

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SECTION III: CLEANING REQUIREMENTS AND SPECIFICATIONS

1. Definitions

- 1a. Clean** – The act of removing dirt and other impurities from a surface, if required.
- 1b. Damp mop** – Using a moist mop to remove all dirt, dust, spots, streaks, stains, smudges, litter, gum, hard water deposits and other extraneous matter from a floor or similar surface.
- 1c. Dispenser** – A mechanical device attached to a restroom wall or partition which is used to dispense soap, towels, feminine hygiene products, toilet paper, toilet seat covers, etc.
- 1d. Disinfect** – Cleaning in a manner that destroys harmful micro-organisms by the application of an approved “green” chemical agent.
- 1e. Fixture** – Toilets, urinals, sinks (including faucets), counters and backsplashes or any other device attached to a restroom wall, floor or ceiling.
- 1f. Hand wipe** – Using a damp cloth, wipe designated surface to remove all dirt, dust, lint, spots, smudges, etc.
- 1g. Hard Surface Floors** - Brick, terrazzo, ceramic tile, marble, etc.
- 1h. Partition** – A barrier between restroom stalls and walls or dividers within a Service location that do not touch the ceiling.
- 1i. Sanitize** – To bring to a state of cleanliness.
- 1j. Scrub** – Vigorous cleaning performed by machine or by hand with a scrub brush.
- 1k. Spot Clean** – Cleaning areas that contain dirty spots, fingerprints, stains, smudges, etc., with an approved “green” cleaner without causing discoloration, staining or damage.
- 1l. Spray Buff** – A method of touching-up areas of flooring where the finish has worn. Using a floor polishing machine, synthetic fiber pad and spray equipment, worn areas are sprayed with a fine mist of 50% water and 50% floor finish and immediately buffed.
- 1m. Traffic Areas** - Main entries and all doors, elevator lobbies, elevators, areas where food is available, main corridors in buildings and open landscaped areas.
- 1n. Wet Mop** – Same as “damp mop” except that the mop is soaked with water to remove gum, tar, and similar substances a floor or similar surface.
- 1o. Wipe** – See Hand Wipe.
- 1p. Tile Floor** – All ceramic and vinyl tile, rubber, linoleum or other sheet flooring products which are affixed to sub-flooring with mastic or adhesive.
- 1q. Vacuum** – Completely removing lint, dust, loose soil, and debris from a surface, using an industrial vacuum cleaner.

2. Carpet Care

- 2a. Vacuum traffic areas** –Vacuum thoroughly so that carpeted areas are free of all visible litter and soil. Move all chairs, trashcans and other easily removable items, and vacuum underneath. Hand wipes all baseboards.

- 2b. Vacuum all areas, including edges and corners** – Vacuum thoroughly so that carpeted areas are free of all visible litter and soil. Move all chairs, trash cans and other easily removable items; and vacuum underneath. Hand wipe baseboards. Tears, burns, or raveling shall be brought to the attention of the County in writing.
- 2c. Spot clean traffic areas** –Spot clean, as needed, with an approved “green” cleaner and/or solvent, hot water steam and vacuum extraction system.
- 2d. Steam clean carpet** – Vacuum all areas to be cleaned. Pre-treat all spots with an approved “green” cleaner before cleaning. Steam cleans all carpets using an approved “green” cleaner and/or solvent, hot water steam and an industrial vacuum extraction system. Cover cleaned, but wet, traffic areas with paper until dry. Use ventilating fan dryers to hasten drying time in heavy-use areas. Use water-resistant coated pads under furniture.
- 2e. Rugs** - After thoroughly vacuuming, clean all rugs so they are free of dust balls, dirt and other debris.

Note: Contractor will often be required to steam-clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required, so that building occupants can be notified and prepare their respective areas before cleaning begins.

3. Doors and Entrances

- 3a. Clean and polish doors and entrances** – Clean with an approved “green” cleaner and polish interior and exterior surfaces to a height of 8’, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas. On a regular basis, inspect all doors and entrances; and clean doors and entrances across the entire width of the entrance front, as required.
- 3b. Spot clean walls, doors, and molding** – On a regular basis, inspect all walls, doors, and moldings; and spot clean, as required.

4. Glass, Mirrors and Windows

- 4a. Glass and window cleaning (building entrances, lobby areas, staircases and glass building fronts)** – Clean all interior and exterior glass surfaces to a height of 8’ with an approved “green” soap solution. When task is complete, glass shall be free of dirt, grime, streaks, smudges, cobwebs, fingerprints and excessive moisture and shall not be cloudy. When glass is part of an entrance area, clean across the entire width of the entrance front, if required.
- 4b. Glass and window cleaning, interior/exterior all areas (including skylights, glass blocks)** – Clean all interior and exterior glass surfaces with an approved “green” soap solution. Inspect all glass surfaces; and remove any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas, as required. Sash glass moved during the cleaning operation shall be returned to its original position. Cleaning shall include window sashes, sills and woodwork which shall be thoroughly wiped free of any drippings and watermarks.

4c. Safety – Window cleaning operations shall be performed in accordance with all federal, state and local laws and regulations with special attention to any applicable safety requirements.

4d. Mirrors – Clean mirrors to streak-free condition.

Note: Contractor may be required to clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required, so that building occupants can be notified and prepare their respective areas before cleaning begins.

5. Dusting

5a. Dusting (up to 60") - Remove all accumulated dust, dirt, debris and cobwebs from all surfaces, corners, shelving crevices, office desks, bookcases, tables, picture frames, partition tops, window ledges and baseboards. Use treated mops and cloths to help prevent the redistribution of same into the air. Dust desktops only if papers have been removed.

5b. Routine High Dusting (above 60") – Remove accumulated dust and cobwebs in high corner areas, HVAC vents and ledges and light fixtures.

5c. Periodic High Dusting (above 60") – Remove all accumulated dust, dirt and debris from all area surfaces, corners, crevices, light fixtures, partition tops, window ledges, door frames, jambs, and blinds. Use treated mops and cloths to help prevent the redistribution of same in the air. Blind slats shall be individually cleaned. Remove cobwebs inside rooms, corners, and ceiling tiles.

Note: Contractor may be required to clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required so that building occupants can be notified and prepare their respective areas before cleaning begins.

6. Waste, Food and Wet Paper, and Recycling Receptacles

Contractor must comply with Exhibit F, County Zero Waste Program.

7. Elevators

General cleaning – Remove all finger and handprints, grease, oils, smudges or marks. Polish interior walls, ceilings, and doors inside and outside. Vacuum carpet and elevator door tracts. Spot clean carpet or flooring, as necessary, to remove stains and odors.

8. Stairwells, Exterior and Interior

8a. Staircases, balustrades and railings – Sweep or dust mop and wipe all staircase areas, including all railings and areas around and underneath stairs. Vacuum carpeted areas, and spot clean carpet.

8b. Stairwells – Damp mop and spot clean, as required.

9. Restrooms and Showers

- 9a. Restrooms** – All porcelain fixtures shall be clean and bright with no dust, spots, stains, rust, mold, or encrustation of any kind or excessive moisture. Walls, floors, and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and water marks. Damp mop floors with disinfectant and remove any urine stains. Clean and disinfect interior and exterior of sanitary napkin depositories. Replace disposal bags and plastic trash liners. Clean mirrors. Install disinfectant in floor drains. Restock all dispensers.
- 9b. Showers** – Clean and disinfect all walls, floors and curtains. Entire area shall be free of soap scum, fungi, hair, urine deposits and unpleasant odors. Floors and tiled areas shall be free of streaks and mildew.

10. Kitchen/Breakroom Areas

- 10a. General cleaning** – Clean and disinfect all sinks, countertops, and tabletops. Fill dispensers, as required.
- 10b. Appliances** – Degrease, disinfect and polish all appliances, including refrigerators, stoves, stove hoods, dishwashers, and microwaves, where applicable.
- 10c. Kitchen Vent Hoods Over Stoves** – Degrease, clean and polish.

11. Miscellaneous

- 11a. Drinking Fountains** – Clean, disinfect with an approved “green” cleaner and polish. Fountains shall be free of trash, coffee grounds or other debris; and the nozzles shall be free from any encrustation.
- 11b. Ashtrays** – Remove cigarette butts from all ash trays/sand urns. Receptacles located outside shall be clean and odor-free. Install a plastic liner of the appropriate size and strength, if required.
- 11c. Entrances** – Empty any trash receptacles adjacent to entrances to the building.
- 11d. Waste and recycling dumpsters** – Keep area around dumpsters picked up and clean.

SECTION IV: OPERATIONAL REQUIREMENTS

1. County end user departments requiring services will engage Contractor as specified in this Agreement.
 - 1.1 The end user department’s detailed work order or service request shall be specified in a Contract Release Purchase Order (CRPO) that will be supplied to the Contractor.
 - 1.2 The County’s project coordinators are responsible for ensuring that the services meet their requirements and are completed to their satisfaction prior to authorizing payment. Contractor shall complete any rework at no additional cost to the County.
 - 1.3 Contractor shall provide a dedicated Account Representative to manage the County’s account.

2. Annual Rate Increases

2.1 Upon Contractor's request, or by the County's own action, the pricing in this Agreement may be adjusted with either decreases or increases as follows:

2.1.1 If a County or government-mandated wage increases, such as Living Wage, applies to Contractor's performance under this Agreement, Contractor may request an increase, provided that overall costs to the Contractor increased based on the County Living Wage policy per fiscal year and that such cost increase was not known or reasonably known to Contractor at the time of award.

2.1.2 Requests for price increases must be in writing and include the following:

2.1.2.1 Price increase amount

2.1.2.2 Effective date of price increase

2.1.2.3 Supporting documentation of the County or government-mandated increase

2.1.2.4 Justification for price increase(s) i.e., impact on Contractor's cost

2.1.3 Contractor shall not be entitled to a price increase unless Contractor provides County with at least sixty (60) days written notice of any proposed price increase. Contractor shall not request price increases more than once in a twelve (12) month period. Price increases authorized by the County shall become effective upon the execution of a written amendment to the Agreement signed by both parties.

3. Invoices

3.1 Contractor invoices to be provided to the County shall include, but not be limited to the following information:

- County department name;
- Itemized list of services completed, including descriptions;
- Quantities;
- Service dates and times
- Pricing as listed in the Agreement;
- Total invoice amount;
- Associated CRPO number(s); and
- Associated Agreement number

3.2 Contractor shall correct any invoices that include incorrect or missing information. County cannot process invoices until invoices are correct and approved by County department.

3.3 Contractor shall not invoice the County for any fees or charges not specifically listed in the final agreement.

3.4 Credit Memos – Contractor shall issue credit memos to the County identifying any amounts due back to the County for incorrect charges (e.g., overcharges, cancellations, non-contracted goods or services, etc.).

3.5 County will not process invoices for payment until all services are completed.

4. Damages

- 4.1** Contractor shall be responsible for any damages that may result in performing services and Contractor shall repair or replace damaged items at no expense to the County in a reasonable time-period as determined by the County.
- 4.2** Contractor shall make every effort to not damage or dirty any portion of the buildings, landscapes, hardscapes, or sites.
- 4.3** Contractor shall make provisions to control runoff resulting from services as needed.
- 4.4** Contractor shall provide replacement component elements damaged during accomplishment of contractual services.
- 4.5** The County assumes no liability for loss of or damage to Contractor owned property held on County premises.

5. Reports

- 5.1** Contractor shall process, discuss, and submit reports upon request, which shall include, but not be limited to:
 - 5.1.1** Usage Reports – Includes but shall not be limited to the cumulative contract activity and any other analytical information as mutually agreed upon.
 - 5.1.2** Upon request and as mutually agreed upon by County and Contractor, Contractor shall provide additional reports on items that are not contained in the reports as listed in this section.

6. Electronic Transactions in Ariba Network and Catalogs

- 6.1** Contractor shall conduct business with the County electronically using the County's SCC-Ariba Procure-to-Pay (P2P) system (at no additional cost to the County), which includes receiving County issued purchase orders, and submitting Contractor's invoices upon goods shipment and services rendered, for County to record receipt and acceptance, prior to payment processing.
- 6.2** Contractor shall provide and maintain an Ariba-compatible catalog of all products and/or services covered in the Agreement.