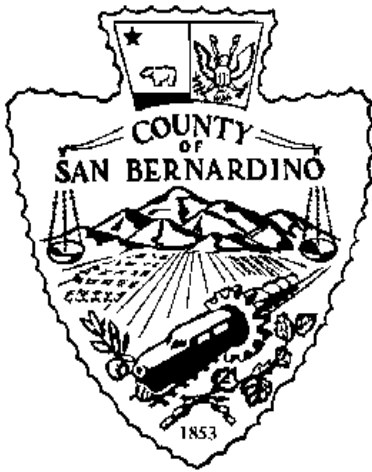




Request for Bid Custodial Services

**County of San Bernardino
Facilities Management
200 S. Lena Road
San Bernardino, CA 92415-0055
April 2009**

ADVERTISEMENT FOR BIDS

REQUEST FOR BIDS (RFB)
CUSTODIAL SERVICES
SAN BERNARDINO COUNTY, CALIFORNIA

The County of San Bernardino (COUNTY) is looking for Vendors that will be able to provide quality, professional workmanship in custodial services at six (6) locations (14 buildings) in the Big Bear, Devore, Colton, Rialto, High Desert and San Bernardino area. Please refer to Section XIV of the RFB for specific lot location.

Notice is hereby given that the Facilities Management Department, on behalf of the Board of Supervisors of the County of San Bernardino, California, will receive sealed bid proposals on or before 12:00 noon (PST) on **Monday, May 4, 2009**, in the office of the Facilities Management Department, 200 South Lena Road, San Bernardino, CA 92415-0055, at which time they will be publicly opened at 1:00 p.m.

Mandatory Job Walks will begin on **Monday, April 20, 2009 at 6:00 a.m.** beginning at the Animal Shelter located at 1977 Shelter Way, Devore, CA and at **9:00 a.m.** at the Children's Assessment Center located at 1499 S. Tippecanoe St., San Bernardino, CA. The second **Mandatory Job Walk** will be held on **Tuesday, April 21, 2009 at 12:00 p.m.** at the Big Bear Courthouse located at 477 Summit Blvd., Big Bear, CA. The third **Mandatory Job Walk** will be held on **Wednesday, April 22, 2009 at 7 a.m.** beginning at the Board of Supervisor's office located at 9329 Mariposa Road, Hesperia CA. The fourth **Mandatory Job Walk** will be held on **Thursday, April 23, 2009 at 6:00 a.m.** at the O Street Clinic, located at 292 East "O" Street, Colton, CA. Bid Proposals submitted by firms who have not participated in the Mandatory Job Walk for their site will be disqualified.

Vendors can download this RFB at the San Bernardino County Purchasing Website, <http://www.co.san-bernardino.ca.us/rfp/rfplist.htm>. Vendors may also pick up a bid package at the job walks.

The Board of Supervisors reserve the right to reject any or all bids; waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest.

For information regarding this project, contact Tawana Ellison, Custodial Services Chief, at (909) 387-2251. All technical questions are to be submitted to the Custodial Services Chief in writing by 12:00 noon (PST) on **Friday, April 17, 2009**.

DAVID S. GIBSON, DIRECTOR
Facilities Management Department

I. INTRODUCTION

A. Purpose

This Request for Bid (RFB) is to solicit bids from qualified custodial service providers (VENDOR), who shall, with his/her own staff employees, provide the required custodial service at six (6) County Locations. These areas are identified as Lot #1, Lot #2, Lot #3, Lot #4, and Lot #5. Award of contract(s) may or may not be on an all or nothing basis or by trade and/or geographic area. Selection will be based on the deemed responsible bidder. The COUNTY reserves the option to make award(s) as it deems to be in the best interest of the COUNTY.

The following table illustrates the general location of COUNTY facilities open for bid along with the corresponding lot number. Refer to Section XIV for lot locations and special requirements.

LOT NUMBER	LOCATION	NUMBER OF FACILITIES IN EACH LOT
1	Big Bear	1
2	Colton/Rialto	5
3	Devore	2
4	High Desert	3
5	San Bernardino	3

B. Period of Agreement

The contract for these services will commence upon approval by the County of San Bernardino Board of Supervisors and will continue for a period not to exceed three (3) years.

C. Minimum VENDOR(S) Requirements

All VENDOR(S) must:

1. Have at least five (5) years continuous experience providing custodial services as being requested in this RFB.
2. Provide copies of current business license(s) and send updates on an annual basis.
3. Meet Bid Proposal submission requirements as stated in this RFB.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs.
5. Provide at least three (3) business references from other agencies that you have established a contract with on a project of this nature, or similar size as the COUNTY. One of those references should preferably come from another governmental agency that your firm has provided contracted custodial services.

6. Have no outstanding or unresolved complaints/issues with the County of San Bernardino as it relates to the provision of custodial services, as documented by Facilities Management.
7. Have the required insurance found in Section XI of this RFB.

D. Mandatory Job Walks

The COUNTY may issue an addendum to the RFB after the Job Walk if the COUNTY considers that additional clarifications are needed. Only those VENDOR(S) represented at the Job Walk will receive addenda.

This Mandatory Job Walk will begin at 6:00 a.m. on Monday, April 20, 2009.

E. Correspondence

All correspondence, including Bid Proposals, is to be submitted to:

Tawana Ellison
County of San Bernardino – Facilities Management Department
200 S. Lena Road
San Bernardino, CA 92415-0055
Fax Number: (909) 387-3380
Email: tellison@fm.sbcounty.gov

- Fax number and e-mail address may be used to submit questions only. **Bid Proposals will not be accepted by e-mail or facsimile.**

F. Admonition to VENDOR(S)

As of the issuance of this RFB, VENDOR(S) are specifically directed not to contact COUNTY personnel for meetings, conferences or technical discussions related to this RFB. Failure to adhere to this policy may result in disqualification of the VENDOR(S). All questions regarding this RFB can be presented in writing as indicated in Paragraph E above.

G. Bid Proposal Submission Deadline

All Bid Proposals must be received at the address listed in Section I, paragraph E, no later than 12:00 Noon (PST) on Monday, May 4, 2009. Facsimile or electronically transmitted Bid Proposals will not be accepted in lieu of actual receipt. Bid Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

Please do not include any additional information that is not required by this RFB.

II. BID PROPOSAL TIMELINE

Release of RFB	April 14, 2009
Deadline for Submission of Questions	12:00 Noon (PST) Friday, April 17, 2009
Mandatory Job Walks Begin	Monday, April 20, 2009, 6:00 a.m.
Deadline for Bid Proposals	12:00 Noon (PST) Monday, May 4, 2009
Evaluation of Bid Proposals	May, 2009
Tentative Date of Notification of Award	June, 2009

The above dates are subject to change as deemed necessary by the COUNTY.

III. BID PROPOSAL INSTRUCTIONS AND CONDITIONS

A. Use of Bid Proposal Form

Bid Proposals must be submitted on the “Bid Proposal” form package that will be given to the VENDOR(S) at the Job Walk. The Bid Proposal shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the COUNTY.

B. Contingencies

This Request for Bid (RFB) does not commit the County of San Bernardino to award an agreement. The COUNTY reserves the right to accept or reject any or all Bid Proposals, to waive technical errors, discrepancies or informalities of a Bid Proposal not affected by law, if the COUNTY determines it is in the best interest of the COUNTY to do so.

C. Acceptance or Rejection of Bid Proposals

Bid Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the bid proposal opening and up to the end of the agreement period.

The COUNTY realizes that conditions other than price are important and will award contract(s) based on the bid proposal that best meets the needs of the COUNTY.

D. Modifications

The COUNTY reserves the right to issue addenda or amendments to this RFB. The COUNTY also reserves the right to terminate this procurement process at any time.

E. Proposal Submission

Submission of a Bid Proposal indicates that the VENDOR(S) has read and understands the entire RFB, including the “Scope of Work”, the “Cleaning Specifications”, the “Special Requirements”, the “Safety Measures” and the “SAMPLE CONTRACT” as well as all appendices, attachments, exhibits, schedules, and addendum (as applicable). VENDOR(S) must perform their own estimates for the proposed work, taking into account all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.

All bids must be submitted in a sealed envelope. The sealed envelope must contain “**Bid Proposal for RFB FMC 09-002**” written on the outside, which includes any outer mail packaging. The undersigned hereby understands Bid proposals received to the Facilities Management Department not sealed or properly addressed will be disqualified with no further consideration.

F. Inaccuracies and Misrepresentation

If in the course of the RFB process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR(S) has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR(S) may be terminated from the RFB process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

G. Incurred Costs

This RFB does not commit the COUNTY to pay any costs incurred in the preparation of a Bid Proposal in response to this request and VENDOR(S) agree that all costs incurred in developing this Bid Proposal are the VENDOR(S) responsibility.

H. Negotiations

The COUNTY may require the potential VENDOR(S) selected to participate in negotiations, and to submit revisions of their bid proposals as may result from negotiations.

I. Final Authority

The final authority to award contracts as a result of this RFB rests with the Board of Supervisors of the County of San Bernardino.

J. Disclosure of Criminal and Civil Proceedings

The COUNTY reserves the right to request the information described herein from the VENDOR(S) selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the VENDOR(S). The COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected VENDOR(S) also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected VENDOR(S) may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the VENDOR(S) will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected VENDOR(S) may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the VENDOR(S) will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" include any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

K. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of San Bernardino County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of service, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a "major regional office" is defined as a business location apart from the vendor's main office which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approving authority authorizes the circulation of an RFB/QUOTE for any contract agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the vendor is proposing from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County Location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFB and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost of services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

L. Public Records Act

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, VENDOR should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the VENDOR will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

M. Improper Consideration

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFB.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

N. Protest Procedures

Proposers may protest the recommended award, provided the protest is in writing, contains the RFB number, is delivered to the address listed in Section I, Paragraph E of this RFB, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Director of Facilities Management, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

IV. GENERAL REQUIREMENTS

The County is looking for Vendors that will be able to provide quality, professional workmanship in custodial services and be able to comply with all the requirements, terms and conditions stated in this RFB.

VENDOR will exercise complete authority over all VENDORS' employees. The VENDOR shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the COUNTY. To effectuate the terms of this contract, unsatisfactory conduct shall include, but is not limited to, an employee who is under the influence of and/or consuming alcoholic beverages or illicit drugs, **and the unauthorized use of County equipment such as telephone, facsimile, photocopier, etc., while engaged in providing services specified in the contract.**

V. LICENSES/COMPLIANCE WITH LAW:

- A.** VENDOR shall ensure that it has all necessary licenses and permits required by Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Contract. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.
- B.** The VENDOR shall strictly adhere to the applicable provisions of the Labor Code and any Federal, State and COUNTY laws, ordinances, rules and regulations regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages; alien labor; the 8 hour day; overtime; Saturday, Sunday and holiday work; and non discrimination because of race, color, national origin, physical handicap, sex or religion, including the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act.
- C.** The VENDOR agrees to comply with all provisions of the Displaced Janitor Opportunity Act (California Labor Code section 1060 et seq.).

VI. SCOPE OF WORK

A. VENDOR(S) Responsibilities

- 1. The VENDOR(S) shall provide all labor, materials, supplies (including feminine products, chemicals, equipment, plastic liners, paper towels, two-ply toilet tissue only, automatic air freshener and batteries) necessary to maintain the facilities in a clean and sanitary condition in accordance with the COUNTY standards, conditions and methods as set forth herein. The COUNTY shall have the right to approve or reject the cleaning methods, materials, supplies and equipment to be used by the VENDOR(S).
- 2. MATERIAL SAFETY DATA SHEETS (MSDS) shall be provided to the Facilities Management Custodial Chief for all products used by the VENDOR(S).

3. Meet all governmental, safety and other regulatory requirements as they pertain to providing these services.

B. COUNTY Responsibilities

1. The COUNTY shall supply to the VENDOR(S) light, power, and water for the cleaning of the facilities.
2. The COUNTY shall provide lockable spaces for VENDOR(S) supplies and equipment. The COUNTY shall not be responsible for the VENDOR(S) supplies, materials or personal belongings that may be damaged, lost or stolen.
3. **All trash shall remain the property of the COUNTY.** The COUNTY shall provide designated spaces, bins, cans or locations where the VENDOR(S) shall deposit trash. Disposal of trash from these designated locations shall be the responsibility of the COUNTY.

C. Responsibility for Damage

1. The VENDOR(S) shall repair and restore to its original condition any COUNTY property damaged by VENDOR(S) at no cost to the COUNTY. VENDOR(S) shall be responsible for damage caused by his/her staff to personal property of COUNTY employees.
2. All materials, supplies and equipment to be used by the VENDOR(S) shall not be harmful to the surfaces on which they are used.

D. Working Hours

1. Except as otherwise specified, all services performed shall be performed between the hours of 6:00 p.m. and 8:00 a.m. Monday through Friday, not including designated COUNTY and Court Holidays. Access to COUNTY facilities at times other than specified shall be scheduled with the Facilities Management Custodial Services Chief.
2. Daytime (day) hours shall be defined as 8:00 a.m. – 5:00 p.m.
3. Early Morning hours shall be defined at 4:00 a.m. – 8:00 a.m.
4. Access to buildings on Weekends and/or Holidays must have prior approval from the Facilities Management Custodial Services Chief.
5. In the event of an emergency after regular daytime hours, call Facilities Management dispatch. The phone number will be distributed upon award of the contract.

E. Service Level Adjustments

1. The COUNTY reserves the right to adjust service levels of the VENDOR(S) at any time.
2. Service level adjustments will be accomplished by the COUNTY directing the VENDOR(S) to adjust their work by increments of a day.
3. Payment to vendor will be adjusted by a corresponding daily rate.
4. Daily rate will be calculated by dividing the monthly rate by the number of service days in the month.

F. Supervision

VENDOR(S) shall provide supervision. Supervision shall consist of, but not be limited to the following:

1. Supervisors shall plan, schedule and assign work to all custodians.
2. Supervisors shall make inspections to review work in progress, and inspect to ensure completion.
3. Supervisors shall ensure that the security of facility/facilities are met and comply with safety regulations.
4. Supervisors shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping, damp mopping, dust mopping, shampooing, etc.
5. Supervisors shall enter and maintain periodic tasks in custodial logbook and check supply levels.
6. Supervisors shall respond to questions, complaints and requests from facility occupants.
7. All persons listed as "Site Supervisor" will be required to work on or near the site as part of their normal working conditions.
8. Supervisors shall carry pagers and/or cell phones provided by VENDOR(S) and respond to occupant requests for **services and emergencies within 15 minutes** when paged by designated site contacts or the Facilities Management Custodial Services Chief. A list of all pager and /or cell numbers should be provided to the Facilities Management Custodial Division Supervising Staff.
9. VENDOR(S) shall not exceed a ratio of janitors to supervisors of ten to one. Working supervisors do not fulfill this requirement.

VII. CLEANING SPECIFICATIONS # 1

A. General Standards Include the Following:

1. It is the intent of the COUNTY to maintain each facility at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building, shall be included as though written into these Cleaning Specifications.
2. The term "clean" includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc...
3. The VENDOR(S) shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include but not be limited to the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood metal, and glass.

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

Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The VENDOR(S) IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens: and Section 5194, "Hazard Communication". The VENDOR(S) IIPP must be submitted in writing within 30 days of contract start date.

5. VENDOR(S) staff working in designated COUNTY facilities known to contain asbestos must complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance and custodial staff as set forth Code 40 of Federal Regulations (CFR) 763.92 (a) (1). Documentation that the VENDOR(S) staff (names) has received such training must be submitted within 30 days of the contract start date.
6. The VENDOR(S) staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The VENDOR(S) staff shall provide and place appropriate warnings signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.
7. Bi-weekly shall be defined as two (2) times per week and the days shall be Monday's and Wednesday's.
8. Bi-monthly shall be defined as two (2) times per month and the days shall be the second and fourth Friday of the month.
9. VENDOR(S) shall ensure that a copy of the Contract is kept in the custodial closet at all times per site.
10. VENDOR(S) is advised that COUNTY facilities are frequently used for countywide meetings and special events, etc. and shall require additional services and supplies. Therefore the VENDOR(S) shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. VENDOR(S) will be notified of the scheduled by Facilities Management Custodial Services Chief.
11. VENDOR(S) shall maintain a separate floor crew to damp mop, buff, strip/scrub and wax all linoleum and tile floors.

B. Daily Trash Pick-Up And Removal To Include The Following:

1. VENDOR(S) shall empty all waste receptacles on a daily basis (including wastebaskets, trashcans, boxes if labeled "trash", recycle, etc). Any item or items near trashcans/wastebaskets are not to be removed if not labeled. Newspapers are not to be tossed out unless found in the trashcan.
2. VENDOR(S) shall ensure all waste receptacles are maintained in a clean and odor-free condition. Clean plastic liners are required.

3. VENDOR(S) shall remove all trash, recycle, and waste to a designated central location (e.g. dumpster) for disposal.
4. If in doubt, set aside material and ask for direction from the designated site contact or the Facilities Management Custodial Services Chief.

C. General Daily Cleaning Responsibilities

1. VENDOR(S) shall clean/dust furniture, counters and cabinets (furniture includes: desks, tables and reception area partitions.)
2. VENDOR(S) shall clean/dust all vertical and horizontal surfaces.
3. VENDOR(S) shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans, etc.
4. VENDOR(S) shall clean all glass entrances (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).
5. VENDOR(S) shall clean all metal trim (push plates, kick plates, door jams, etc.).
6. VENDOR(S) shall spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
7. VENDOR(S) shall sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.
8. VENDOR(S) shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor.
9. VENDOR(S) shall clean areas only accessible during daytime hours as required.
10. VENDOR(S) shall clean elevator walls and tracks.
11. VENDOR(S) shall pick-up and remove all trash as described above.

D. General Daily Floor Care (excluding restrooms and showers)

1. VENDOR(S) shall maintain floors in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, high luster shine, orderly and safe condition.
2. VENDOR(S) shall remove and replace furniture as required to perform the work.
3. Floor finish is understood to be a preservative and safety measure. Finish shall be applied only to appropriate areas that are free of residual dirt and build-up. Floors are not to be left unfinished after stripping. Floor sealer and wax shall be slip resistant.
4. Tile floor care shall consist of the following:
 - VENDOR(S) shall sweep to remove loose dirt and other materials.

- VENDOR(S) shall wet mop all hard tile (ceramic, quarry, etc.) floors.
 - VENDOR(S) shall burnish all resilient tile to high luster.
 - VENDOR(S) shall post safety signs indication slip hazards and/or wet floor when buffing, damp or wet mopping.
5. Carpet care shall consist of the following:
- VENDOR(S) shall vacuum all carpeted floor completely.
 - VENDOR(S) shall use only Hepa-Filtration Type vacuum cleaners.
 - VENDOR(S) shall spot clean all carpeted floors. (Spillages, stains, gum, candy, etc.).

E. Daily Requirements for All Employee and Public Entrances and Patio Areas

1. VENDOR(S) shall clean/monitor (pick up papers, leaves, trash, dirt, broken glass, food, food wrappers, gum, and other conspicuous trash) outside stairways, entryways, curbs and covered or uncovered patios.
2. VENDOR(S) shall sweep to remove loose dirt and other materials including cobwebs.
3. VENDOR(S) shall damp mop or wash clean all patio areas.
4. VENDOR(S) shall clean all tables and benches.
5. VENDOR(S) shall empty all waste receptacles, ashtrays, and replenish sand.
6. VENDOR(S) shall maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required.
7. VENDOR(S) shall clean all entrance mats.
8. VENDOR(S) shall clean all stairwells. (Sweep & Damp Mop or Vacuum).
9. VENDOR(S) shall clean the inside and outside of glass doors and windows to all entrances.

F. Daily Cleaning Requirements for Restrooms and Showers (Fixtures)

1. VENDOR(S) shall clean all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent. **NOTE: Deodorant tablets are not to be used.**
2. VENDOR(S) shall remove: incrustation, stains, scale, deposits, hair, and build-up inside and outside of all commodes, urinals, lavatories, bathtubs, shower areas, etc. with a germicidal detergent.
3. VENDOR(S) shall rinse and polish all fixtures, faucets, and piping. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used.
4. VENDOR(S) shall clean all restroom dispensers, mirrors, partitions, doors, walls, moldings, vents, shelves, hinges, frames, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas.

5. VENDOR(S) shall install and maintain automatic air fresheners in all public restrooms.
6. Daily floor cleaning requirements shall include the following:
 - VENDOR(S) shall sweep floors to remove loose dirt and other material.
 - VENDOR(S) shall damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
 - VENDOR(S) shall clean all baseboards as needed.
 - VENDOR(S) shall spray buff all tile and linoleum floors to high luster shine weekly.
 - VENDOR(S) shall pour one (1) gallon of water down floor drains weekly.
 - VENDOR(S) shall maintain at all times, floors in such a manner as to promote longevity and safety.
7. VENDOR(S) shall empty all waste receptacles.

G. Supplies

1. VENDOR(S) shall refill all towels, tissue, seat covers, soap, air freshener, batteries and feminine product dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.
2. VENDOR(S) shall maintain a ten (10) day stock of restroom supplies.
3. VENDOR shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

H. Daily Finishing Touches

1. VENDOR(S) shall restore all furniture, wastepaper baskets, etc., to their original position.
2. VENDOR(S) shall report all maintenance-related problems to the Facilities Management Custodial Services Chief. Reportable items shall include, but is not limited to:
 - Burned out lighting in hallways, closets or offices which affect the ability to clean
 - Dripping or running faucets, leaking fixtures (such as commodes and urinals)
 - Continuously or long-running flushometers
 - Inadequate or non-flushing flushometers
 - Carpet tears that pose a trip hazard
 - Loosened floor tiles
 - Cracked or broken windows
 - Door locking problems
 - Graffiti that cannot be cleaned and requires to be painted
3. VENDOR(S) shall leave janitor closet clean and orderly. This shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.

4. Trash shall not be stored in janitor closet.

I. Periodic Tasks and Services

1. All monthly and semi-annual services shall be logged in to the periodic service logbook and these services require a sign-off after completion. Prior to starting, VENDOR(S) shall submit a written schedule showing the exact date of all monthly, quarterly, and semi-annual work. Upon completion, all periodic tasks shall be logged into the service request log.
2. During regular working hours, service for emergency cleanup, which includes any spills or accidents, shall be provided within one hour of request.

J. Semi-Annual Service

To be performed during the first thirty (30) days and every six (6) months thereafter, unless otherwise stated, or until contract is terminated.

1. VENDOR(S) shall wash the inside of all windows. This shall include the complete removal of foreign matter on windows, ledges, and frames.
2. VENDOR(S) shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout. (Note: Vendor shall complete a major clean up (strip and re-wax) of all hard surface floors; this includes all baseboards, edges, corners, grout, walls, and ledges within the first thirty (30) days of the contract, then at 18 months, and again at 6 months prior to the end of the contract). Every 6 months, all tile/linoleum shall be scrubbed and re-waxed.
3. VENDOR(S) shall clean all carpet within the first thirty (30) days of the contract and every 6 months thereafter. The carpets shall be spot cleaned weekly. The method of cleaning can be dry cleaned or steamed cleaned according to the preference of the client. The Courts prefer the dry cleaning method.

VIII. CLEANING SPECIFICATIONS #2

A. General Standards Include the Following:

1. It is the intent of the COUNTY to maintain each facility at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building, shall be included as though written into these Cleaning Specifications.
2. The term "clean" includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc...
3. The VENDOR(S) shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include but not be limited to the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood metal, and glass.

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

Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The VENDOR(S) IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens: and Section 5194, "Hazard Communication". The VENDOR(S) IIPP must be submitted in writing within 30 days of contract start date.

5. VENDOR(S) staff working in designated COUNTY facilities known to contain asbestos must complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance and custodial staff as set forth Code 40 of Federal Regulations (CFR) 763.92 (a) (1). Documentation that the VENDOR(S) staff (names) has received such training must be submitted within 30 days of the contract start date.
6. The VENDOR(S) staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The VENDOR(S) staff shall provide and place appropriate warnings signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.
7. Bi-weekly shall be defined as two (2) times per week and the days shall be Monday's and Wednesday's.
8. Bi-monthly shall be defined as two (2) times per month and the days shall be the second and fourth Friday of the month.
9. VENDOR(S) shall ensure that a copy of the Contract is kept in the custodial closet at all times per site.
10. VENDOR(S) is advised that COUNTY facilities are frequently used for countywide meetings and special events, etc. and shall require additional services and supplies. Therefore the VENDOR(S) shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. VENDOR(S) will be notified of the scheduled by Facilities Management Custodial Services Chief.
11. VENDOR(S) shall maintain a separate floor crew to damp mop, buff, strip/scrub and wax all linoleum and tile floors.

B. Trash Pick-Up And Removal To Include The Following:

1. VENDOR(S) shall empty all waste receptacles on an every other day basis (including wastebaskets, trashcans, boxes if labeled "trash", recycle, etc). Any item or items near trashcans/wastebaskets are not to be removed if not labeled. Newspapers are not to be tossed out unless found in the trashcan.
2. VENDOR(S) shall ensure all waste receptacles are maintained in a clean and odor-free condition. Clean plastic liners are required.

3. VENDOR(S) shall remove all trash, recycle, and waste to a designated central location (e.g. dumpster) for disposal.
4. If in doubt, set aside material and ask for direction from the designated site contact or the Facilities Management Custodial Services Chief.

C. General Bi-Monthly Cleaning Responsibilities

1. VENDOR(S) shall clean/dust furniture, counters and cabinets (furniture includes: desks, tables and reception area partitions.)
2. VENDOR(S) shall clean/dust all vertical and horizontal surfaces.
3. VENDOR(S) shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans, etc.
4. VENDOR(S) shall clean all glass entrances (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).
5. VENDOR(S) shall clean all metal trim (push plates, kick plates, door jams, etc.).
6. VENDOR(S) shall spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
7. VENDOR(S) shall sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.
8. VENDOR(S) shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor.
9. VENDOR(S) shall clean areas only accessible during daytime hours as required.
10. VENDOR(S) shall clean elevator walls and tracks.
11. VENDOR(S) shall pick-up and remove all trash as described above.

D. General Weekly Floor Care (excluding restrooms and showers)

1. VENDOR(S) shall maintain floors in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, high luster shine, orderly and safe condition.
2. VENDOR(S) shall remove and replace furniture as required to perform the work.
3. Floor finish is understood to be a preservative and safety measure. Finish shall be applied only to appropriate areas that are free of residual dirt and build-up. Floors are not to be left unfinished after stripping. Floor sealer and wax shall be slip resistant.
4. Tile floor care shall consist of the following:
 - VENDOR(S) shall sweep to remove loose dirt and other materials.

- VENDOR(S) shall wet mop all hard tile (ceramic, quarry, etc.) floors.
 - VENDOR(S) shall burnish all resilient tile to high luster.
 - VENDOR(S) shall post safety signs indication slip hazards and/or wet floor when buffing, damp or wet mopping.
5. Carpet care shall consist of the following:
- VENDOR(S) shall vacuum all carpeted floor completely.
 - VENDOR(S) shall use only Hepa-Filtration Type vacuum cleaners.
 - VENDOR(S) shall spot clean all carpeted floors. (Spillages, stains, gum, candy, etc.).

E. Daily Requirements for All Employee and Public Entrances and Patio Areas

1. VENDOR(S) shall clean/monitor (pick up papers, leaves, trash, dirt, broken glass, food, food wrappers, gum, and other conspicuous trash) outside stairways, entryways, curbs and covered or uncovered patios.
2. VENDOR(S) shall sweep to remove loose dirt and other materials including cobwebs.
3. VENDOR(S) shall damp mop or wash clean all patio areas.
4. VENDOR(S) shall clean all tables and benches.
5. VENDOR(S) shall empty all waste receptacles, ashtrays, and replenish sand.
6. VENDOR(S) shall maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required.
7. VENDOR(S) shall clean all entrance mats.
8. VENDOR(S) shall clean all stairwells. (Sweep & Damp Mop or Vacuum).
9. VENDOR(S) shall clean the inside and outside of glass doors and windows to all entrances.

F. Daily Cleaning Requirements for Restrooms and Showers (Fixtures)

1. VENDOR(S) shall clean all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent. **NOTE: Deodorant tablets are not to be used.**
2. VENDOR(S) shall remove: incrustation, stains, scale, deposits, hair, and build-up inside and outside of all commodes, urinals, lavatories, bathtubs, shower areas, etc. with a germicidal detergent.
3. VENDOR(S) shall rinse and polish all fixtures, faucets, and piping. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used.
4. VENDOR(S) shall clean all restroom dispensers, mirrors, partitions, doors, walls, moldings, vents, shelves, hinges, frames, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas.

5. VENDOR(S) shall install and maintain automatic air fresheners in all public restrooms.
6. Daily floor cleaning requirements shall include the following:
 - VENDOR(S) shall sweep floors to remove loose dirt and other material.
 - VENDOR(S) shall damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
 - VENDOR(S) shall clean all baseboards as needed.
 - VENDOR(S) shall spray buff all tile and linoleum floors to high luster shine weekly.
 - VENDOR(S) shall pour one (1) gallon of water down floor drains weekly.
 - VENDOR(S) shall maintain at all times, floors in such a manner as to promote longevity and safety.
7. VENDOR(S) shall empty all waste receptacles.

G. Supplies

1. VENDOR(S) shall refill all towels, tissue, seat covers, soap, air freshener, batteries and feminine product dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.
2. VENDOR(S) shall maintain a ten (10) day stock of restroom supplies.
3. VENDOR shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

H. Daily Finishing Touches

1. VENDOR(S) shall restore all furniture, wastepaper baskets, etc., to their original position.
2. VENDOR(S) shall report all maintenance-related problems to the Facilities Management Custodial Services Chief. Reportable items shall include, but is not limited to:
 - Burned out lighting in hallways, closets or offices which affect the ability to clean
 - Dripping or running faucets, leaking fixtures (such as commodes and urinals)
 - Continuously or long-running flushometers
 - Inadequate or non-flushing flushometers
 - Carpet tears that pose a trip hazard
 - Loosened floor tiles
 - Cracked or broken windows
 - Door locking problems
 - Graffiti that cannot be cleaned and requires to be painted
3. VENDOR(S) shall leave janitor closet clean and orderly. This shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.

4. Trash shall not be stored in janitor closet.

I. Periodic Tasks and Services

1. All monthly and semi-annual services shall be logged in to the periodic service logbook and these services require a sign-off after completion. Prior to starting, VENDOR(S) shall submit a written schedule showing the exact date of all monthly, quarterly, and semi-annual work. Upon completion, all periodic tasks shall be logged into the service request log.
2. During regular working hours, service for emergency cleanup, which includes any spills or accidents, shall be provided within one hour of request.

J. Annual Service

To be performed during the first thirty (30) days and once a year thereafter, unless otherwise stated, or until contract is terminated.

1. VENDOR(S) shall wash the inside of all windows. This shall include the complete removal of foreign matter on windows, ledges, and frames.
2. VENDOR(S) shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout. (Note: Vendor shall complete a major clean up (strip and re-wax) of all hard surface floors; this includes all baseboards, edges, corners, grout, walls, and ledges within the first thirty (30) days of the contract, then at 18 months, and again at 6 months prior to the end of the contract).
3. VENDOR(S) shall clean all carpet within the first thirty (30) days of the contract, then at 18 months, and again at 6 months prior to the end of the contract. The carpets shall be spot cleaned bi-monthly. The method of cleaning can be dry cleaned or steamed cleaned according to the preference of the client. The Courts prefer the dry cleaning method.

IX. SPECIAL REQUIREMENTS

A. Sign-In Logs and Logbook

1. VENDOR(S) shall provide and maintain a sign-in service request log at each facility. This log shall note the arrival and departure of all Vendors' staff and all occupant and/or contract specialists request for services. The person doing the work shall sign off on all requests. A separate logbook for all periodic tasks shall be used by Vendor's supervisor and shall verify completion of each tasks required by signing and dating the periodic service log.

B. Supplies

1. VENDOR(S) shall maintain a ten (10) days' stock of restroom supplies in the custodial closet at all facilities for the term of this contract. Vendor is required to maintain a log in each custodial closet indicating what supplies are being used and replenished.

C. Uniforms

1. Uniforms are defined as a clean, long or short-sleeved (**no sleeveless, smocks or tank tops**) shirt with collar, worn with pants (**no mid-calf, Bermuda or short pants**)

accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same color. VENDOR(S) is responsible for all uniforms and attire worn by custodial staff.

2. VENDOR(S) issued photo identification cards along with COUNTY issued identification cards are to be worn on the uniform while each employee is working in any COUNTY/Court facility.
3. The VENDOR(S) shall be responsible and ensure that all employees are in compliance with the uniform requirements contained in this contract.

D. English Fluency Requirement

1. Fluency is defined as the ability to communicate (speak, read and understand) in English.
2. The contract monitoring staff shall review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the specifications and explain the application of these requirements.
3. **Failure to comply with this requirement is a material breach of the contract, and may result in termination of the contract for default.**
4. The following positions shall require contract staff to be fluent in English:
 - Supervisors
 - At least one daytime worker per crew (8:00 a.m. – 5:00 p.m.)
 - Early morning workers who operate alarm systems.
5. All persons assigned to positions requiring fluency in English are subject to review by the Facilities Management Custodial Chief.

X. QUALITY CONTROL – PAYMENT REDUCTION

A. Purpose

It is the intent of the COUNTY to maintain all COUNTY facilities at the highest level of cleanliness. In order to achieve this, periodic inspections of the facilities are made. These inspections are intended to provide both the COUNTY and the VENDOR(S) information pertaining to the VENDOR(S) performance at each facility.

B. Quality Control Ratings

The COUNTY may inspect VENDOR(S) performance at any time. In the event the COUNTY determines that the VENDOR(S) performance of its duties or other terms of the contract are deficient in any manner, COUNTY will notify VENDOR(S) of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. VENDOR(S) shall remedy any deficiency within forty-eight (48) hours of such notification, or COUNTY, at its option, may terminate the contract immediately upon written notice or remedy the deficiency and set off the cost thereof from any amounts due Vendor under this contract or otherwise.

C. Minimum Acceptable Rating

The minimum acceptable rating for COUNTY facilities is 85%. The minimum acceptable rating shall be determined by the services provided at the facility. Any Inspection Report with eight (8) or more fails will be deemed unacceptable.

D. Payment Reduction

Failure of the VENDOR(S) to provide service for the required scheduled days shall result in a payment reduction. A payment reduction will be equivalent to the number of days service was not provided by the VENDOR(S).

XI. SAFETY MEASURES

A. Security

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

1. All persons performing duties under the Contract shall be acceptable to the COUNTY. This shall include all owners of sole proprietorships, partnerships, joint ventures, principals of corporations and all others who might have access to COUNTY facilities without the supervision of a COUNTY employee.

Note: children are not allowed to accompany anyone who has been cleared to enter facilities.

2. Acceptability shall be determined by:
 - a. Background investigation.
 - b. The County's previous experience with the individual (if applicable).
3. Only those individuals, who have been determined acceptable by the COUNTY, have received their COUNTY issued Identification (ID) Cards, and who have been designated on the Contract as the VENDOR(S) providing service to the facility, shall be allowed to work in COUNTY facilities. Individuals no longer working for the VENDOR(S) shall return ID Cards to the COUNTY upon separation. If an individual loses or damages his/her ID card, the responsible VENDOR will be assessed \$15.00 for a replacement card.
4. Those individuals who fail a background investigation shall not be allowed to work in any COUNTY facility.
5. The VENDORS' use of unauthorized personnel will result in immediate contract termination for all approved VENDOR contracts at this site and any other location VENDOR(S) provides custodial services.
6. The misuse of any VENDOR(S) issued ID cards, Access Control Card, keys or alarm codes by the VENDOR(S) or any of the employees of the VENDOR(S) shall be considered as failure to fully comply with the security requirements of this contract and shall be considered grounds for termination of the contract.

B. Background Investigation

1. All personnel employed through the contracted VENDOR, and working under this contract shall undergo and pass a COUNTY of San Bernardino District Attorney conducted background investigation, prior to being authorized access to any COUNTY facility.
2. VENDOR shall submit a complete background check package for each employee (including any Sub VENDOR) who will require access to COUNTY facilities.

The VENDOR shall provide the following for each person requiring a background investigation:

- A. A completed, District Attorney Authority to Release Personal Information form.
- B. Check in the amount of \$42.00 payable to the COUNTY of San Bernardino.

Submit the complete package to Facilities Management Custodial Services Chief.

INCOMPLETE PACKAGES WILL NOT BE ACCEPTED.

3. The cost of the background check is currently \$42.00, as required by the Department of Justice, and submitted to the San Bernardino COUNTY Facilities Management Department. The Facilities Management Department will forward all packages to the District Attorney's office.
4. Fees are determined by the District Attorney's Office and the State of California and are subject to change at any time. VENDOR will be responsible for any increase in fees.
5. Disqualifying information includes, but is not limited to the following:
 - Character / Moral Turpitude Violations
 - Theft / Related Offenses
 - Affiliation with Criminal Elements
 - Felony Convictions
 - Current (Pending) Criminal Cases
 - Active Arrest Warrants
 - CORI = Criminal Offender Record Information
 - CLETS = California Law Enforcement Telecommunication Systems
 - Any information that would prohibit VENDOR/employee access to CLETS and/or CORI as outlined by the California Department of Justice.

The District Attorney shall be notified if there is any criminal activity during employment. Any disqualifying activity by employee of the VENDOR shall deem that employee unacceptable and removed from employment. If the disqualifying activity is by the VENDOR, The VENDOR will be terminated from the contract.

C. Keys for COUNTY Facilities

1. The keys to COUNTY Facilities are to be used for the purpose of accessing VENDOR(S) staff to the facilities for the performance of contracted services only.
2. The VENDOR(S) shall be issued a set of keys and shall assume all responsibilities for the use and return of the keys.
3. All keys issued to the VENDOR(S) shall remain the property of the COUNTY and shall be returned upon demand or the termination/expiry of the contract. **The VENDOR(S) shall be assessed one hundred dollars (\$100.00) for each key not returned and shall be further assessed the actual cost for the cost to rekey the facility keying system(s).**
4. If any key or access control card is lost or stolen, the VENDOR(S) shall notify the Facilities Management Custodial Chief via phone or fax within 24 hours of the loss identifying the facility for which the keys were lost; who lost the key; where they were lost; date and time loss was discovered; and what actions the VENDOR(S) has taken to prevent future losses. The VENDOR(S) is advised that the loss of some specialized keys may entail the rekeying of several facilities or facility at the VENDOR(S) expense.
5. Unauthorized duplication of keys to COUNTY facilities is a misdemeanor under Chapter 3, Section 469 of the California Penal Code.

D. Alarm Systems

1. The COUNTY has alarm systems in numerous facilities. In some instances these are multiple systems within a facility. The VENDOR(S) shall be issued alarm codes for each site and be instructed in the correct operation of the system. **It is imperative that the individual operating the alarm system be fluent in English.** In the event of a life-threatening emergency the VENDOR(S) shall instruct staff to use the Standard Operating Procedures for emergency response. **CALL 911**
2. False Alarms: Failure to operate the alarm system correctly shall result in a false alarm. The VENDOR(S) shall be responsible for all costs associated with false alarms.

E. Access Cards

Access cards are only issued to assigned person or persons. They are not to be transferable and should not be surrendered to anyone. These access cards are the property of the County of San Bernardino and they are of sensitive nature. If you lose, break or misplace your access card you are to report it immediately to COUNTY Security. VENDOR(S) is responsible for the safekeeping of all access cards assigned. Electronic files are kept on the usage of these cards. A one hundred (\$100.00) dollar charge shall be made per lost card. Misuse of these cards shall result in the removal of person or persons from the facility.

XII. CONTRACT TERMS

A "SAMPLE CONTRACT" to this RFB will be given to VENDOR(S) at the Job walk. By submitting a Bid Proposal, VENDOR(S) agrees to be bound by the terms and conditions of the "SAMPLE CONTRACT" if selected.

XIII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

The VENDOR(S) agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The VENDOR(S) indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

B. Insurance Coverage

The VENDOR(S) agrees to provide insurance set forth in accordance with the requirements herein. If the VENDOR(S) uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the VENDOR(S) agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the VENDOR(S) shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the VENDOR(S) and all risks to such persons under this contract.

If VENDOR(S) has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to VENDOR(S) that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The VENDOR(S) shall carry General Liability Insurance covering all operations performed by or on behalf of the VENDOR(S) providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury

- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the VENDOR(S) is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the VENDOR(S) owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

C. Additional Insured

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

D. Waiver of Subrogation Rights

The VENDOR(S) shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the VENDOR(S) and VENDOR(S) employees or agents from waiving the right of subrogation prior to a loss or claim. The VENDOR(S) hereby waives all rights of subrogation against the County.

E. Severability of Interests

The VENDOR(S) agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between VENDOR(S) and the COUNTY or between the COUNTY and any other insured or additional insured under this policy.

F. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

G. Proof of Coverage

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Vendor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

I. Deductibles and Self-Insured Retention

Any and all deductibles of self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

J. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the VENDOR(S) or COUNTY payments to the VENDOR(S) will be reduced to pay for COUNTY purchased insurance.

K. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable

in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

L. No Liability

COUNTY will have no liability for any premiums charged for such coverages(s). The inclusion of the COUNTY, its employees, agents, officials, and volunteers as additional insured is not intended to and will not make them or any of them a partner or joint venture with VENDOR(S).

M. Fidelity Bond

VENDOR(S) shall provide the COUNTY with a fidelity bond in the amount of fifty thousand dollars (\$50,000), covering all losses through pilfering or theft by the VENDOR(S), its employees, or agents.

XIV. LOT LOCATIONS AND SPECIAL REQUIREMENTS

PLEASE NOTE: The following requirements are in addition to or in place of requirements found in Sections VII and VIII, Cleaning Specifications.

A. LOT #1 SPECIAL REQUIREMENTS

LOCATION	ADDRESS	SQUARE FOOTAGE
Big Bear Courthouse	477 Summit Blvd. Big Bear, CA	23,744

All service shall be provided between 6:00 a.m. – 7:00 p.m., Monday through Friday.

1. Daytime Cleaning Requirements

The duties of the daytime staff shall include:

- Vendor shall, in addition to full and complete early morning service of public and employee restrooms, service all public restrooms every two hours. Day staff shall stock all dispensers, empty trashcans, monitor floors and mop all spillages.

2. Additional Early Morning Requirements

- Weekly, Vendor shall clean all interior glass, frames, ledges, bookshelves, blinds, partitions, etc.
- Weekly, Vendor shall clean elevator walls, tracks, and spot clean carpeted areas for spills.

- Courthouse will be vacuumed bi-weekly.
- Carpet in the Courthouse shall be spot cleaned bi-weekly.
- Vendor shall clean/dust furniture, counters, and cabinets (furniture includes: desks, tables and reception area partitions.) in the Courthouse bi-monthly.
- Vendor shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans etc., in the Courthouse bi-weekly.
- Vendor shall clean all metal trim (push plates, kick plates, door jams, etc.) in the courthouse bi-weekly.
- Vendor shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or weep floor in the courthouse bi-weekly.

3. Jury Deliberation Rooms

- Jury room access shall be controlled by the Sheriff's office. Supplies shall be provided at the Sheriff's request. The jury assembly room is to be locked at all times when the jury clerk is not present. The custodian is to keep the doors locked while working in this area. Jury Deliberation rooms: access to these areas; if the door is open, the Vendor shall clean the room; if the door is locked or marked in use, the Vendor shall not clean the room. Entry into the Jury Deliberation rooms at times other than those directed by the Sheriff shall result in cancellation of the I.D. card for the employee(s) involved and open the firm to liability for all costs associated with a mistrial.

B. LOT #2 SPECIAL REQUIREMENTS

LOCATION	ADDRESS	SQUARE FOOTAGE
Public Health, WIC	292 East "O" St, Colton, CA.	2,000
Public Health, WIC	1515 Riverside Ave. Rialto, CA	2,769
Sheriff's Communication	1771 Miro Way, Rialto, CA	3,456
Office of Emergency Services	1743 Miro Way, Rialto, CA	3,275
ISD Trailer	1743 Miro Way, Rialto, CA	2,900

Vendor shall provide service to Sheriff's Communication and Office of Emergency Services between 5:00p.m.-8:00a.m., Monday through Friday.

Vendor shall provide service to the ISD Trailer between 7:00a.m. - 4:30a.m., Tuesday and Thursday.

All other services shall be provided between 6:00p.m. - 6:00a.m., Monday through Friday

C. LOT #3 SPECIAL REQUIREMENTS

LOCATION	ADDRESS	SQUARE FOOTAGE
Animal Shelter	19777 Shelter Way San Bernardino, CA	1,984
Sheriff EVOC	18958 Institution Road San Bernardino, CA	8,000

Animal Shelter shall be cleaned between 4:00a.m. -1:00p.m., Monday through Friday.

Sheriff EVOC shall be cleaned between 6:30a.m. - 8:00a.m., Monday, Wednesday and Friday.
All vacuuming must be completed before 8:00 a.m.

D. LOT #4 SPECIAL REQUIREMENTS

LOCATION	ADDRESS	SQUARE FOOTAGE
Behavioral Health	14628 Main Street Hesperia, CA	2,178
Board of Supervisors	9329 Mariposa Road Suite 205, Hesperia, CA	2,039
Phelan Sheriff	4050 Phelan Road Phelan, CA	3,285

Behavior Health shall be cleaned three days per week, Monday, Wednesday and Friday.

Board of Supervisor's office shall be cleaned three times a week, Monday, Wednesday and Friday.

Phelan Sheriff's shall be cleaned three times a week, Monday, Wednesday and Friday.

E. LOT #5 SPECIAL REQUIREMENTS

LOCATION	ADDRESS	SQUARE FOOTAGE
Children's Assessment Center	1499 S. Tippecanoe Ave. San Bernardino, CA	4,850
HSS Warehouse	1140 E. Cooley Ave. San Bernardino, CA	3,800
Vector Control	2355 E. Fifth Street San Bernardino, CA	5,000

Children's Assessment Center shall be cleaned five days a week after 6:00p.m., Monday through Friday.

HSS Warehouse shall be cleaned 5 days a week after 1:00p.m., Monday through Friday.

Vector Control shall be cleaned two days a week after 6:00p.m., Tuesday and Thursday.

All other services shall be provided between 6:00p.m. - 8:00a.m., Monday through Friday.