

Solicitation 012-609168-LN

Janitorial Services - Garden Grove Chapman Branch Library



County of Orange

Bid 012-609168-LN Janitorial Services - Garden Grove Chapman Branch Library

Bid Number 012-609168-LN
Bid Title Janitorial Services - Garden Grove Chapman Branch Library

Bid Start Date Apr 1, 2009 8:33:32 AM PDT
Bid End Date Apr 22, 2009 4:00:00 PM PDT

Bid Contact Lynn C Collins
LCCollins@ocpl.org

Pre-Bid Conference Apr 15, 2009 1:00:00 PM PDT
Attendance is mandatory
Location: Garden Grove/Chapman Branch Library
9182 Chapman Ave.
Garden Grove, CA 92841

Description

NOTICE OF INVITING BIDS FOR JANITORIAL SERVICES AT GARDEN GROVE/CHAPMAN BRANCH LIBRARY. CONTRACT TO BE EFFECTIVE 07/01/09 – 06/30/10 AND IS RENEWABLE FOR 2 ADDITIONAL YEARS. CURRENT MONTHLY RATE FOR SERVICE IS \$497.36 (5 DAYS/WEEK). APPROXIMATE SQUARE FOOTAGE IS 6,050 SQ. FT. SEE BID PACKET FOR COMPLETE SPECIFICATIONS. BIDDERS MUST MEET AT FRONT ENTRANCE TO LIBRARY AND SIGN IN AT THE MANDATORY JOBWALK FOR THEIR BID TO BE CONSIDERED. NO EXCEPTIONS.
LATE ARRIVALS WILL NOT BE ADMITTED

BID PACKETS ARE AVAILABLE AS AN ATTACHMENT TO THIS BID SOLICITATION.

PLEASE DOWNLOAD THE BID PACKET AT THIS SITE AND RETURN THE REQUIRED ATTACHMENTS TO OC PUBLIC LIBRARIES HEADQUARTERS BY 4/22/09 AT 4:00 PM. BID SUBMITTAL ENVELOPES WILL BE PROVIDED AT THE JOBWALK. ELECTRONIC OR FAXED BIDS WILL NOT BE ACCEPTED.



OC PUBLIC LIBRARIES
Administrative Headquarters
1501 E. St. Andrew Place
Santa Ana, CA 92705
(714) 566-3000

BIDS MUST BE RECEIVED

PRIOR TO

April 22, 2009 AT 4:00 PM

DATE/TIME

012-609168-LN

BID/QUOTE NUMBER

609168

FOLDER NUMBER

Bid 012-609168-LN

DATE STAMP

DATE: April 1, 2009

INVITATION FOR BID

(TELEFAXED BIDS WILL NOT BE ACCEPTED)

OC Public Libraries (OCPL) is requesting competitive bids for Janitorial Services to be provided on an annual basis for the GARDEN GROVE CHAPMAN BRANCH – five (5) days/wk. service. Contract to be effective July 1, 2009 through June 30, 2010, renewable for up to two (2) additional years.

Mandatory Pre-Bid Job Walk on April 15, 2009 at 1:00 PM (See Page 4 for details).

BID WILL BE VALID FOR A MINIMUM OF 180 DAYS AFTER CLOSING DATE/TIME. All terms and conditions set forth in this solicitation are incorporated herein by reference. Responsive bids will include this cover page signed and dated by authorized representative(s) of the company and the completed Attachments (Sections 7, 8 & 9) as specified in the bid instructions.

BID CLOSING AT 4:00 p.m. (Pacific Time) on April 22, 2009. Bids may be returned via mail or hand delivered to: OCPL/Administrative Headquarters, 1501 E St Andrew Place, Santa Ana, CA 92705-4930, Attn: Purchasing Services. All bids, regardless of manner of delivery, are due no later than 4:00 P.M. on the specified due date. OCPL/Administrative Headquarters' regular business hours are 8:00 A.M. to 5:00 P.M., Monday through Friday.

All questions concerning this IFB are to be directed to the attention of: Lynn Collins, Senior Buyer, OCCR/Purchasing Services; Phone No. (714) 566-3099, Fax No. (714) 566-3042.

I have read, understood, and agree to the COUNTY General Terms and Conditions A through GG and all other Terms and Conditions (Sections 1 through 9) contained in this invitation for bid. **This page must be returned with bid submission**

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be either the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurer.

*Authorized Signature	Name	Title
*Authorized Signature	Name	Title
Company Name as it appears on Your Invoice	Company Address	
Federal ID Number	Phone Number	Fax Number

FOR INTERNET LISTING OF POSTED SOLICITATIONS: WWW.BIDSYNC.COM	
VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT.	TERMS OF PAYMENT: _____% _____ DAYS NET _____ SALES TAX ☐ PLUS ☐ INCLUDED DELIVERY TIME: _____ WORKING DAYS ARO. QUOTATION VALID IF ACCEPTED WITHIN _____ 180 _____ DAYS.

**BID COMPONENTS
FOR
JANITORIAL SERVICES**

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**FACILITY: GARDEN GROVE CHAPMAN
9181 Chapman Ave
Garden Grove, CA 92841**

PUBLIC BID OPENING: A public bid opening will not be conducted for this bid solicitation.

OC Public Libraries is requesting your most competitive bid to provide Janitorial Services at the GARDEN GROVE/CHAPMAN BRANCH. Bid prices are to include all labor, incidental materials, special equipment and permits (where applicable) necessary to provide the janitorial services in accordance with the job and Contract specifications. The term of this CONTRACT will be one (1) year, effective July 1, 2009 THROUGH June 30, 2010, renewable for two (2) additional years at the COUNTY'S option.

I. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF A BID:

1. This Invitation for Bid consists of the Cover Page, Bid Instructions, and Sections 1 through 9

****Responsive bids will include the following completed pages:**

- Cover Page signed and dated by authorized company representative(s) acknowledging acceptance of all terms and conditions listed in this solicitation;
- Sections 7, 8 & 9 completed.

2. Bids may be returned via mail or hand delivered to: OC Public Libraries/Administrative Headquarters, Attn: Purchasing Services, 1501 E. St. Andrew Place, Santa Ana, CA 92705-4930.

All bids, regardless of manner of delivery, are due no later than the date and time specified on the cover page of this IFB. The OC Public Libraries Administrative Headquarters' regular business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

Please use the envelope provided at the job walk to return your bid. Only one bid submittal per envelope. If using a plain envelope, the bid number and due date must be clearly marked on the outside of the envelope.

The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

3. Bids must be valid for a period of one hundred and eighty (180) days from the due date. Bids may not be withdrawn after the bid closing date and time. All opened bids received shall become public record. Late bids will not be accepted.
4. **A MANDATORY PRE-BID JOB WALK IS REQUIRED. ALL BIDDERS MUST BE IN ATTENDANCE AT THE PRE-BID JOB WALK IN ORDER TO CONTINUE THE BIDDING PROCESS.**

THE PRE-BID JOB WALK WILL BE HELD AT:

GARDEN GROVE CHAPMAN BRANCH
9182 Chapman Ave
Garden Grove, CA 92841

Contact: Monica Marquez, Facilities Contract Administrator
Date: Wednesday, April 15, 2009
Time: 1:00 PM (meet at Library entrance)

5. The OC Public Libraries has attempted to provide all information available. It is the responsibility of each bidder to review, evaluate, and where necessary, request any clarification prior to the submission of a bid. Any questions or requests for interpretations or clarifications shall be requested in writing on or before Friday, April 17, 2009. If clarification or interpretation of the IFB is considered necessary, a written addendum shall be issued. Oral statement(s) concerning the meaning of the contents of this IFB by any person is unauthorized and invalid. All inquiries concerning this IFB should be directed to Lynn Collins, OC Public Libraries Headquarters, 1501 E. St. Andrew Pl., Santa Ana, CA 92705, or by Fax (714) 566-3042 or e-mail at lccollins@ocpl.org

Any exceptions to the COUNTY's terms and conditions must be clearly stated in responses to this solicitation under a separate section entitled "Exceptions." Any exception must include the details of the exception and the reasons for it. The COUNTY reserves the right to disqualify vendors taking exception to its terms and conditions. Vendors taking exception after notice of award will be disqualified from award of CONTRACT.

6. Firms are required to meet all COUNTY minimum specifications as indicated in this solicitation and the job specifications and CONTRACT requirements. Award will be made to the lowest price responsive, responsible bidder.

Any bid may be rejected if it is conditional, incomplete, or provides less than minimum specifications. The COUNTY reserves the right to waive at its discretion, any irregularities or informalities which the COUNTY deems correctable or otherwise not warranting rejection of a bid. Any waiver will not excuse a bidder from full compliance if selected for CONTRACT award.

7. In order to comply with child support enforcement requirements of the County of Orange, within 30 days of award of a CONTRACT, the CONTRACTOR agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- In the case of an individual CONTRACTOR: his/her name, date of birth, social security number, and residence address;
 - In the case of a CONTRACTOR doing business in a form other than as an individual: the name, date of birth, social security number, and residence address of each individual who owns an interest of **10% or more** in the CONTRACTING entity; a certification* that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
 - A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments shall constitute a material breach of the CONTRACT. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

8. Bidders shall take all responsibility for any errors or omissions in their bid. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the COUNTY.
9. If prior to award of contract a bidder/proposer discovers an error in the submitted bid/proposal which renders the bidder unwilling to perform under any resulting contract, the bidder/proposer must immediately notify the assigned buyer in writing and request to withdraw or correct the bid/proposal. If the request to withdraw or correct is submitted prior to the close of the solicitation, the decision whether to correct or withdraw is at the discretion of the buyer. The bidder/proposer must withdraw the bid/proposal if the solicitation is closed.

II. PROTEST PROCEDURE

Any actual or prospective bidder, proposer or contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein.

All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process

- In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.

- Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process

If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.

Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

III. ACCEPTANCE/REJECTION

The COUNTY, at its sole discretion, reserves the right to accept or reject any or all bids received as a result of this solicitation, or to cancel in part or in its entirety this solicitation. The COUNTY shall not be liable for any expenses incurred by bidders in the preparation or submission of their bids. All opened bids received will be public record.

All bidders must have at least three (3) years of experience in janitorial service on jobs that are of similar size and scope of work.

Final award determination will be based primarily on cost, but is contingent upon the using department's approval, which may also include a qualifications appraisal of CONTRACTOR based on responses to the solicitation and a possible interview and facility inspection if deemed appropriate.

IV. JANITORIAL BOND

Prior to the Price Agreement award, selected CONTRACTOR will be required to provide a **Janitorial (fidelity) Bond** in an amount equal of one hundred thousand dollars (\$100,000.00) within ten (10) COUNTY working days of notification. The COUNTY shall return the bond to the CONTRACTOR after successful completion of fulfillment of all CONTRACTORS' obligation and completion of all services required under the Price Agreement.

CONDITIONS: The following general terms and conditions are always applicable.

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire CONTRACT:** This CONTRACT, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTS by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments nor deprive it of the right to return goods already accepted at CONTRACTOR'S expense. Overshipments and undershipments of goods shall be only as agreed to in writing by COUNTY. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** CONTRACTOR expressly warrants that the goods/services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold COUNTY and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold COUNTY AND COUNTY INDEMNITIEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.
- I. **Assignment or SUB-CONTRACTING:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or SUBCONTRACTED by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-CONTRACT the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any SUBCONTRACTORS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

DEFINITION

Whenever used herein "COUNTY" shall mean County of Orange, a political subdivision of the state of California

- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to SUBCONTRACT, shall be fully responsible for all work performed by SUBCONTRACTORS.
- P. **Indemnification and Insurance:**

Indemnification Provisions: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions: Prior to the provisions of services under this CONTRACT, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR'S expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all SUBCONTRACTORS performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

All insurance policies required by this CONTRACT shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and CONTRACTUAL liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation Employers' Liability Insurance	Statutory \$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this CONTRACT shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

DEFINITION

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The County of Orange shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by the CONTRACTOR under the terms of this CONTRACT (except Worker's Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this CONTRACT shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the CONTRACTOR'S insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this CONTRACT shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this CONTRACT shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause.

The CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The CONTRACTOR will comply with such provisions and shall furnish the COUNTY satisfactory evidence that the CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- S. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.

DEFINITION

Whenever used herein "COUNTY" shall mean County of Orange, a political subdivision of the state of California

- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "P" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this CONTRACT, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of the parties and this CONTRACT.
- FF. **Authority:** The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this contract.

DEFINITION

Whenever used herein "COUNTY" shall mean County of Orange, a political subdivision of the state of California

SECTION 2 - ADDITIONAL TERMS AND CONDITIONS

1. **Term of Contract:** The term of this CONTRACT will be issued for a period of one year, effective **July 1, 2009** through **June 30, 2010**, renewable for two additional years on the same terms and conditions subject to the consent of the mutual parties. The COUNTY does not need to give reason if it elects not to renew.
2. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. All price decreases will automatically be extended to the County of Orange. The COUNTY requires bona fide proof of cost increases on CONTRACTS prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price CONTRACTS or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the CONTRACT. Adjustments increasing the CONTRACTOR'S profit will not be allowed.
3. **Payment:** Invoices are to be submitted in arrears. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY, verified and approved by the agency, and subject to routine processing requirements of the COUNTY. The vendor shall reference the Price Agreement number on invoice(s). The responsibility for providing an acceptable invoice rests with the CONTRACTOR. Invoices are to be submitted in arrears. The COUNTY will not be responsible for any dollar overruns and will not pay for work exceeding the stated dollar limit on the Price Agreement unless a modification has been issued by the Deputy Purchasing Agent authorizing an increase.

Billing shall cover services and/or goods not previously invoiced. The CONTRACTOR shall reimburse the County of Orange for any monies paid to the CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements. Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services. Invoices are to be submitted in duplicate to:

OC Public Libraries/Administrative Headquarters
1501 E. St. Andrew Place
Santa Ana, CA 92705-4930
Attn: Facilities Construction & Maintenance
RE: [CONTRACT number]

CONTRACTOR may use its standard company form, however, all invoices must include the following: 1) invoice number, 2) invoice date, 3) invoice period, 4) brief description of work including location, 5) the Price Agreement Number, 6) the Price Agreement Order (PG) number, 7) CONTRACTOR'S tax ID number, and 8) amount billed.

4. **Fiscal Appropriations:** This Price Agreement is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each fiscal year during the term of this Price Agreement. If such appropriations are not forthcoming, the COUNTY may immediately terminate this CONTRACT without penalty.
5. **Contingency of Funds:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
6. **Termination:** The provision of services under this Price Agreement may be terminated by the COUNTY in accordance with Paragraph K of Section 1 of this Price Agreement, whenever the COUNTY shall determine that such termination is in the best interest of the COUNTY. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination specifying the extent to which provision of services under this CONTRACT is terminated and the date upon which such termination will become effective. Upon termination, the COUNTY agrees to pay the CONTRACTOR for all services performed prior to the termination date which meet the requirements of this Price Agreement provided, however, that such compensation shall not exceed the total compensation set forth in this Price Agreement as reduced by the amount of payments otherwise made.

Upon termination or other expiration of this Price Agreement, each party shall promptly return to the other all materials, and other properties of the other held by each for the purposes of execution of this Price Agreement. In addition, each party will assist the other party in orderly termination of this Price Agreement and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

7. **Default:** In case of default by the CONTRACTOR, the COUNTY may procure the articles and/or services from other sources and if the cost is higher, the CONTRACTOR will be held responsible to pay the COUNTY the difference between the Price Agreement cost and the price paid. The prices paid by the COUNTY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under the law.
8. **Breach of Contract:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
 1. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 2. Discontinue payment to the contractor for and during the period in which the CONTRACTOR is in breach; and
 3. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
9. **Insurance Provisions:** Insurance policies required herein shall be provided in accordance with Paragraph P of Section 1 of this Price Agreement. Insurance policies should be written for an annual period and in no case shall be written for less than a six-month period. Insurance policies are to require renewal not more than once during each year that this CONTRACT is in effect.

Forward insurance certificates/information to: County of Orange, Attn: OCPL/Purchasing Services, 1501 E. St. Andrew Place, Santa Ana, CA 92705-4930.
10. **Janitorial Bond:** CONTRACTOR shall provide the COUNTY with a Janitorial (fidelity) Bond or its approved equivalent in a minimum amount of one hundred thousand dollars (\$100,000.00) dollars covering the fidelity (dishonesty, disappearance, or destruction) of or by the CONTRACTOR'S employees within ten calendar days after Notice of Award.

Said bond shall be duly executed by CONTRACTOR and a responsible Surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California and registered with the County of Orange. The CONTRACTOR shall pay all bond premiums, costs, and incidentals. The COUNTY shall return the Bond to the CONTRACTOR upon the expiration of this CONTRACT and the fulfillment of the CONTRACTOR'S obligations under this CONTRACT. The CONTRACTOR shall submit the Janitorial Bond to the following address: **OCPL/Admin HQ, Attn: Senior Buyer, 1501 E. St. Andrew Place, Santa Ana, Ca. 92705-4930**
11. **Performance Bond (not required):** Within ten (10) calendar days from notification of award, CONTRACTOR shall furnish a surety bond to guarantee faithful performance. Said bond shall be for 100% of the total CONTRACT price. Said bond shall be submitted upon the forms provided by the COUNTY and duly executed by the CONTRACTOR and a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California and registered with the County of Orange. The CONTRACTOR shall pay all bond premiums, costs and incidentals. The COUNTY shall return the bond to the CONTRACTOR after successful completion of all CONTRACTOR'S obligations and services required under the CONTRACT.
12. **Personnel Warranty:** The CONTRACTOR warrants that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the CONTRACTOR and must be worn at all times while working on COUNTY property. OCPL/Purchasing must be notified in writing, within seven days upon notice of award, of the procedure to be used prior to beginning work and be notified seven days prior to any changes in the procedure.

- 13. Contractor Work Hours and Safety Standards:** The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees, in accordance with Federal, State, and County safety and health regulations and laws.
- 14. Material Safety Data Sheets (MSDS):** The CONTRACTOR is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the COUNTY under the CONTRACTOR'S CONTRACT with the COUNTY. This includes hazardous substances that are not directly included in the CONTRACT, but are included in the goods or services provided by the CONTRACTOR to the COUNTY. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:
- County of Orange
CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702
- 15. Changes:** All changes in specifications and/or Price Agreement requirements will be issued in writing. The COUNTY will not be responsible for oral instructions.
- 16. Displaced Janitor Opportunity Act:** Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act applies to CONTRACTS entered into on or after January 1, 2002.

The Displaced Janitor Opportunity Act requires janitorial and building maintenance CONTRACTORS and SUBCONTRACTORS that employ 25 persons or more to retain, for a period of 60 days, certain employees who were employed at that site by the previous CONTRACTOR or SUBCONTRACTORS. This Act further requires that employees retained under the Act's provisions for that 60-day period be offered continued employment if their performance during that 60-day period is satisfactory.

The awarding authority shall notify a CONTRACTOR when a CONTRACT has been terminated or will be terminated and shall indicate whether another service CONTRACT will be awarded in its place and, if so, shall identify the name and address of the successor CONTRACTOR.

The terminated CONTRACTOR shall, within three working days after receiving that notification, provide to the successor CONTRACTOR the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service CONTRACT. If the terminated CONTRACTOR has not learned the identity of the successor CONTRACTOR, the terminated CONTRACTOR shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor CONTRACTOR as soon as the successor CONTRACTOR has been selected. The requirements of this paragraph shall be equally applicable to all SUBCONTRACTORS of a terminated CONTRACTOR.

A successor CONTRACTOR shall retain for a 60-day transition employment period employees who have been employed by the terminated CONTRACTOR for the preceding four months or longer at the site or sites unless the CONTRACTOR has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated CONTRACT.

The successor CONTRACTOR shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. The successor CONTRACTOR or successor SUBCONTRACTOR is not required to pay the same wages or offer the same benefits as were provided by the prior CONTRACTOR or SUBCONTRACTOR.

If at any time the successor CONTRACTOR determines that fewer employees are needed to perform services than the terminated CONTRACTOR, the successor CONTRACTOR shall retain employees by seniority within the job classification.

The successor CONTRACTOR shall provide a list of its employees that indicates which of these employees were employed at the site by the terminated CONTRACTOR and a list of any of the terminated CONTRACTOR'S employees who were not retained by the successor CONTRACTOR, stating the reason these employees were not retained. During the 60-day transition employment period, the successor CONTRACTOR shall maintain a preferential list of eligible covered employees not retained by the successor CONTRACTOR from which the successor CONTRACTOR shall hire additional employees.

During the initial 60-day transition employment period, the successor CONTRACTOR shall not discharge any employee retained pursuant to this section without cause. At the end of the transition employment period, a successor CONTRACTOR shall provide a written performance evaluation to each employee. The successor CONTRACTOR shall offer the employee continued employment if the employee's performance during the transition period is satisfactory. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

17. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

18 County of Orange Child Support Enforcement Requirements: All CONTRACTORS are required to comply with the child support enforcement requirements of the County of Orange. Failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a CONTRACT for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a CONTRACT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to INDEPENDENT CONTRACTORS. An INDEPENDENT CONTRACTOR is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a CONTRACT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies. Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txocr.htm. To comply with the reporting requirements, COUNTY procedures for CONTRACTING with independent CONTRACTORS mandate that the following information be completed and forwarded to the CONTRACTING agency/department immediately upon request:

First name, middle initial and last name; Social Security Number; Address; Start and expiration dates of CONTRACT; and Amount of CONTRACT.

SECTION 3 - STANDARD CONTRACT REQUIREMENTS FOR JANITORIAL SERVICES

I. GENERAL DEFINITIONS:

County: The County of Orange, in total, which is comprised for the purposes of this CONTRACT as the Board of Supervisors, the Orange County Public Library (OCPL) and the specific OCPL Branch wherein the work is performed.

OC Public Libraries (OCPL): An agency of the County government which is comprised for the purposes of this CONTRACT as the Facilities Construction and Maintenance (Facilities) Division and Purchasing Division (Purchasing).

Facilities CONTRACTS Administrator: The person in charge of inspection and administration of this CONTRACT.

Purchasing Agent: The County Purchasing Agent or his designees, authorized to act on the Purchasing Agent's behalf in regards to this CONTRACT.

Daily: Shall include those days which the specified OCPL branch is open. May include Saturdays and/or Sundays.

Weekly: Shall be per calendar week. Commencing on Monday or the first weekday immediately following Monday for which service is provided.

Monthly: Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.

Quarterly: Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Price Agreement and all subsequent quarters shall commence on three (3) month intervals thereafter.

Semi-Annually: Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Price Agreement and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.

Annual: Shall be once (1) per year. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the year. The first annual period shall commence upon the effective date of the Price Agreement and all subsequent annual periods shall commence at one (1) year intervals thereafter.

CONTROL OF WORK:

OCPL/Facilities Maintenance & Construction:

The Facilities Contracts Administrator shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performed, interpretation of the specifications, and/or the acceptable fulfillment of the CONTRACT by the CONTRACTOR. The Facilities Contracts Administrator shall also direct the inspection/administration of the work and decide questions regarding compensation.

OCPL/Purchasing Services:

The Purchasing Agent or authorized designee shall bid, approve, and execute the CONTRACT (after authorization from the Board of Supervisors, if appropriate) for the required work, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

PERFORMANCE STANDARDS

The CONTRACT specifications define the minimum level of service and frequency deemed acceptable. It is intended that the CONTRACTOR will schedule its operations to meet or exceed these requirements. It is further intended that the CONTRACTOR shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely surface cleaning. Specifically, floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and

thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

NOTE: Section 5 "Inventory of Specific Facility" provides a description of the facility in terms of specific use, volume of use, length of use, and hours of use in matrix format. The data in this inventory shall be used to determine the specific performance standard required.

CONTRACTOR will notify the Library Branch Manager, not less than 7 calendar days in advance of scheduled quarterly, semi-annual, and annual services to be performed.

DEFICIENT PERFORMANCE

The COUNTY will provide the CONTRACTOR with written notice of deficient performance. The CONTRACTOR shall remedy any such deficiencies on its next scheduled maintenance visit (following receipt of notification by the COUNTY either by phone or by fax) to the facility in question.

COUNTY reserves the right to deduct from the payments due or to become due to the CONTRACTOR for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the CONTRACTOR.

The CONTRACTOR shall have ten (10) calendar days to dispute a COUNTY claim of deficient performance. CONTRACTOR'S notification must be in writing and include CONTRACTOR'S rationale in disputing the COUNTY'S claim of deficient performance.

LICENSES

CONTRACTOR shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting therefrom. The facility is located within COUNTY territory.

SUSPENSION OF SERVICES

The COUNTY may, with cause (building closed for repair, termite/pest treatment, response to disaster situation, etc.) may suspend, delay, interrupt, or otherwise temporarily stop the performance of any or all of the work or services performed in accordance with this Price Agreement by written notice to the CONTRACTOR. CONTRACTOR'S monthly service fee shall be prorated during any such suspension of service where services will be suspended and the facility closed for 7 or more consecutive calendar days.

The COUNTY shall notify the CONTRACTOR at the earliest possible date that it is known that the facility will be closed. If the reopening date is unknown at the time CONTRACTOR is notified of the closure, the COUNTY shall endeavor to provide minimum of 48 hours notice to the CONTRACTOR to resume services.

For each such suspension of services, the CONTRACTOR'S actual cost to maintain staffing levels (where the personnel cannot reasonably be employed elsewhere by the CONTRACTOR) during the period in which services are suspended, will be calculated and the monthly fee will be adjusted as appropriate. If labor can be used elsewhere by the CONTRACTOR, then the monthly fee will be divided by the number of days the facility is serviced during the month to determine the daily rate that will be deducted from the invoice for each day service is suspended.

CHANGES

Changes in the areas serviced and/or specifications may be necessary during the term of this CONTRACT. Changes in the CONTRACT requirements and corresponding changes in compensation may be implemented upon mutual agreement by the COUNTY and the CONTRACTOR. All such changes will be processed through the Purchasing Agent.

II. BUILDING SECURITY

KEYS:

COUNTY will issue such keys as necessary for access to the work area. CONTRACTOR shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated.

SECURITY SYSTEM:

The work area may be protected by limited access security systems. An initial access code number will be issued to the CONTRACTOR by the COUNTY. Thereafter, all costs for changing the access code due to changes in CONTRACTOR'S personnel or required substitution of CONTRACTS shall be paid by the CONTRACTOR and may be deducted from payments due or to become due to the CONTRACTOR. Furthermore, any alarms originating from the CONTRACTOR'S operations shall also be paid by the CONTRACTOR and may be deducted from payments due or to become due to the CONTRACTOR.

FACILITY SECURITY:

CONTRACTOR shall keep all doors locked while working in the building. Keys shall not be left in the doors. CONTRACTOR shall not admit any person into the building who is not a direct employee of the CONTRACTOR and not actively engaged in performance of the work. This includes friends, family members, and children. CONTRACTOR shall restrict access to the designated buildings and designated parking area.

At no time shall the CONTRACTOR or its employees enter other areas of the facility not specifically included in this CONTRACT for janitorial services. The CONTRACTOR shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and reactivate the security system (if applicable) prior to leaving the facility.

DAMAGE:

CONTRACTOR shall immediately report all conditions and occurrences out of the norm including: broken windows, vandalism, and/or other facility damage, to the Orange County Sheriff.

III. CONTRACTOR'S RESPONSIBILITIES

EMPLOYEES:

- a. Background/Security: All personnel engaged in performance of this work shall be employees of the CONTRACTOR and as such shall be warranted to possess sufficient experience and security records to perform this work. CONTRACTOR shall research the employment and police records of each employee and shall maintain a copy of that research.
- b. Health: All personnel shall be in good health and free of contagious diseases. CONTRACTOR shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the CONTRACTOR allow the use or presence of alcohol or drugs on the premises or in the building.
- c. Identification: All personnel shall wear uniforms, furnished by the CONTRACTOR, at all times during the performance of this work. The CONTRACTOR shall and/or its area supervisor may wear badges in lieu of uniforms.
- d. Conduct: No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this work.

- e. Supervision: CONTRACTOR shall provide a supervisor or foreman who shall be present at all times during CONTRACT operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
- f. Training: CONTRACTOR shall have an ongoing training program for all its staff. CONTRACTOR shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
- g. Non-Discrimination: The CONTRACTOR shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

CONTRACTOR'S OFFICE:

The CONTRACTOR shall maintain an office in or near Orange County with a telephonic communications system such that twenty-four (24) hour emergency notification is possible. All calls shall be returned within two (2) hours and shall be toll free from Santa Ana (566 exchange).

RECORDS:

CONTRACTOR shall maintain an accurate record showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee. This record shall be subject to inspection by the COUNTY and the State Division of Labor Law Enforcement in accordance with the provisions of the State Labor Code 1776.

The CONTRACTOR agrees to permit County's Auditor-Controller, the County Librarian or their authorized representatives, access during normal working hours to all books, accounts, records, reports, files, and other papers or property of the CONTRACTOR for the purpose of auditing any aspect of performance under this CONTRACT.

PROTECTION AND RESTORATION:

The CONTRACTOR shall protect all furnishing and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the COUNTY, at the CONTRACTOR'S expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

RESTRICTIONS:

- a. General: CONTRACTOR'S personnel shall not disturb papers on desks, open drawers or cabinets, use radios, television sets, coffee pots, stoves or refrigerators, nor shall they tamper with any personal or COUNTY property.
- b. Telephones: Telephones shall not be used by the CONTRACTOR or its employees for personal or business reasons with the following exceptions:
 - 1. Notification to the Orange County Sheriff of damage as required in this CONTRACT.
 - 2. To report need of medical aid, fire or need of law enforcement (use 9-911 number.)

Any calls to numbers other than those above will be considered a violation of this CONTRACT and grounds for immediate termination.

IV. MATERIALS:

CONTRACTOR shall furnish at its expense all equipment, tools, and supplies to perform this work. The equipment, tools, and supplies shall include but not be limited to:

Equipment: Wet and dry vacuum cleaners (dry vacuums to have attached magnets), janitorial carts, ladders, floor washers, buffers/polishers, and carpet pile lifter.

Tools: Brooms, mops, mop presses, KEX sweeping tools, buckets, sponges, and squeegees.

Supplies: Floor, glass, tile, and carpet cleaners; floor wax strippers, sealers, tile metal, furniture waxes/polishes, disinfectants, deodorant blocks, trash can liners, and hand soap.

Paper Supplies: Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin disposal bags.

QUALITY OF CLEANING MATERIALS/SUPPLIES:

All cleaning supplies, materials, and tools used in the performance of this CONTRACT shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this CONTRACT. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned.

The COUNTY shall have the right to prohibit the use of any process, material, supply or tool which may damage COUNTY property or which may be a risk to employees, the public, or others using COUNTY facilities.

The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. CONTRACTOR may utilize products of its choice which are equal to (or better than) those stated:

1. Toilet tissue: County standard: 1-ply; Crown 135 Soft Plus
2. Paper towels: Minimum standard: C-fold 937, mfg. by Crown Zellerbac
3. Seat covers: Shieldor
4. Hand soap: Powdered--Luron or Boraxo MD-7
Liquid--RTU or Solar
5. All purpose cleaner (with a germicidal disinfectant): Maintex or Guardian
6. Floor finishes: (commercial quality)
Stripper: Waxie W-400 stripper
Sealer: Waxie W-300 sealer
Wax: Johnson's Complete Wax
Spray Buff: Johnson's Snapback
7. Plastic liners for waste and rubbish containers:
Size: 12x8x24.....1 mil. 16x14x37.....1.4 mil.
15x9x24.....1 mil. 23x10x40.....1.4 mil.
15x9x33.....1 mil. 23x17x48.....1.4 mil.

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SECTION 4 – STANDARD CONTRACT SPECIFICATIONS FOR JANITORIAL SERVICES

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Monthly
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Quarterly
Semi-Annually
Annually

III. CUSTODIAL CLOSETS

SECTION 4 – STANDARD CONTRACT SPECIFICATIONS FOR JANITORIAL SERVICES

PERFORMANCE

The CONTRACTOR shall, at minimum, perform the following services. Please take note that there may be exceptions to these schedules. Those exceptions are listed separately in Section 6 of this CONTRACT.

I. RESTROOMS:

1. DAILY

- a. Clean and refill soap, towel, toilet tissue, sanitary napkins, paper cups, and toilet seat cover dispensers. Sufficient extra supplies shall be provided to last until next servicing.
- b. Clean and polish mirrors.
- c. Clean, disinfect, and deodorize toilets, urinals, wash bowls, sanitary napkin dispensers, and lavatory tops with an approved germicidal cleaner and acid base chemical to remove any water deposits or stains.
- d. Sweep and spot clean floor, including wet mopping.
- e. Empty and clean waste paper containers and change waxed bag in sanitary napkin disposal receptacles.
- f. Add water and disinfectant to all floor drains.
- g. Remove graffiti from walls, doors, and partitions.
- h. Unstop common toilet stoppages with plunger.
- i. Spot clean all doors, handles, partitions, windows, and walls.

2. WEEKLY

- a. Clean, disinfect, and wet-wipe down walls around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware, including removal of graffiti.
- b. Clean metal kick plates and pull bars.

NOTE: Toilets and urinals shall be cleaned using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable. Deodorizing blocks shall be used in all toilets and urinals.

3. MONTHLY

- a. Machine scrub and disinfect floors with an approved hospital cleaner. Seal all ceramic floors with a minimum of two (2) coats of sealer.
- b. Clean vents, including removal of vent plate and brushing and vacuuming around and into duct, if requested.
- c. Dust venetian blinds (if applicable).

4. SEMI-ANNUALLY

- a. Wash all windows and other clear surfaces inside and out.
- b. Clean venetian blinds (if applicable).
- c. Vacuum drapes (if applicable).

II. ALL OTHER BUILDING, SERVICE AREAS, AND FRIENDS BOOK STORE (If Applicable)

1. DAILY

- a. Sweep all building areas with the Kex System of dustless sweeping cloths.
- b. Thoroughly vacuum all carpeted floors and entry rugs, and remove any spots. Remove gum from carpeting on a nightly basis using Gumout or similar products.
- c. Spot clean windows and doors inside and out, including metal.
- d. Empty all waste baskets and other trash containers and carry trash to designated area. Change liners as needed.
- e. Clean around rubbish disposal area.
- f. Clean and polish all drinking fountains, both inside and outside the building.
- g. Clean outside all entrance and exit areas, empty trash containers, clean and service ash trays and sand urns.
- h. Keep custodial closet clean and orderly.
- i. Clean all areas soiled by spills and disinfect if required.
- j. Clean all service ash trays and sand urns at public accesses including conference rooms and employee lounges/patios.
- k. Clean table tops in employees' lounge.
- l. Wipe down tables in public areas/patios.
- m. Remove all Graffiti.

2. WEEKLY

- a. Thoroughly vacuum all carpeted areas, including detailed vacuuming in areas which normal vacuuming does not reach.
- b. Detail sweep all areas.
- c. Remove marks and spot from carpets and from resilient floors in corridors and traffic lanes. Mop with neutral cleaner all resilient tile.
- d. Sweep sidewalks, porches, ramps, and exterior steps.

3. EVERY TWO WEEKS

- a. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, ledges, and partition frames.
- b. Spot clean walls and partitions, including partition glass.
- c. Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, and staircases.

4. MONTHLY

- a. Remove spots and marks from all resilient floors.
- b. Hose down lobby entrances, porches, and sidewalks. When using water to hose down sidewalks, decks, parking lots or porches, the CONTRACTOR must take all necessary precautions to partition off all storm drains. The CONTRACTOR must not allow any water to enter the storm drain. This may be accomplished either by trapping the run off water and diverting it, or by capturing the water. Whichever method is used it must be consistent with all applicable regulations related to the **Clean Water Act**/Orange County Stormwater Program 2003 Drainage Area Management Plan (DAMP)
- c. Dust bookcases and book shelves.
- d. Spot clean Naugahyde and other plastic-covered furniture.
- e. Clean and remove all marks and stains from counters and partitions.
- f. Scrub all resilient floors and wax and buff or apply non-buff floor finish (and provide a more frequent spot floor finish correction when requested by the Facilities CONTRACTS Administrator).
- g. Vacuum/dust the tracks of all of the automatic Entrance/Exit Doors (if applicable).

5. QUARTERLY

- a. Wash all waste baskets and rubbish containers, wipe down, and replace plastic liners. (Replace liners more frequently if soiled or damaged.)
- b. Clean and disinfect all telephone and door hardware.
- c. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
- d. Vacuum upholstered furniture and wipe clean all metal and wood furniture.
- e. Brush and clean ceiling vents and grills, door, wall, and partition surfaces, and door vents; remove grill to clean inside vents.
- f. Dust venetian blinds (if applicable).
- g. Shampoo carpeting and pile lift in major traffic areas and in those areas of library stacks receiving heaviest usage.

6. SEMI-ANNUALLY

- a. Clean ALL glass windows and doors inside and out (unless specified otherwise).
- b. Strip all resilient floors, wax and buff (or apply approved non-buff floor finish).
- c. Clean exterior window ledges.
- d. Wash naugahyde or plastic-covered furniture.
- e. Clean the mechanical room and ensure the removal of all dust, dirt, and cobwebs.

SECTION 5 - INVENTORY OF SPECIFIC FACILITY

I. SERVICE INFORMATION:

Area to be serviced: **GARDEN GROVE CHAPMAN BRANCH**
9182 Chapman Ave
Garden Grove, CA 92841

Type of facility: **Public Library**
Library Stacks
Staff Offices
Staff Break Room
Public Restrooms
Employee Restrooms
Reading Areas
Patio

Volume of Usage:	Library Stacks	Moderately Heavy
	Staff Offices	Moderate
	Staff Break Room	Moderate
	Public Restrooms	Moderately Heavy
	Employee Restrooms	Moderate
	Reading Areas	Moderately Heavy

II. FACILITY DESCRIPTION:

Facility	Sq. Ft. Inside Building			Sq. Ft. Outside Building	Total To Be Cleaned	Avg. No. County Employees	Avg. No. Customer Per Day
	Resilient Tile	Carpet	Other				
Garden Grove Chapman Branch	0	4,900	380	770	6,050	8	345

NOTE: The preceding area measurements for the building(s) are provided solely for informational purposes. There may be minor variations due to relocation of partitions or other modifications. If the CONTRACTOR requires additional information, they may take any measurements desired at the job walk or by appointment.

III. FACILITY OPERATIONS:

FACILITY OPERATIONS	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
A. Regular hours facility is open to public and employees	12N – 8P	12N – 8P	10A – 6P	10A – 6P	Closed	10A – 5P	Closed
B. Special hours facility is open to public and employees							

IV. HOURS FOR SERVICE:

HOURS FOR SERVICE	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
A. Regular hours facility is available to provide service	9:00P – 12A	9:00P – 12A	7:00P – 12A	7:00P – 12A	Closed	5:30P – 12A	Closed

SECTION 6 – EXCEPTIONS AND SPECIAL CONDITIONS RELATIVE TO SPECIFIC FACILITY

LOCATION: GARDEN GROVE CHAPMAN BRANCH
9182 Chapman Ave
Garden Grove, CA 92841

I. Exceptions:

There are no exceptions to the Standard Contract Requirements and Specifications for Janitorial Services.

II. Extra Work Limitation:

The established work limitation shall be \$100.00 per year. This \$100.00 amount is in addition to the fixed price of the contract.

III. Additional Duties/Special Conditions:

N/A

SECTION 7 – BID ITEMS/PRICING (THIS SECTION MUST BE RETURNED WITH BID SUBMISSION)**

The Contract price bid per month for janitorial services shall include full compensation for providing all labor, material, equipment and incidentals required for the janitorial services as specified in these specifications and no additional compensation will be allowed therefore.

BID ITEMS/PRICING:

A. REGULAR SERVICES (five (5) days/wk. service):

1. Monthly price to perform work in accordance with specifications. \$ _____/Month
2. Increase/Decrease rate by \$ _____ per month if 1 day per week is added or deleted.
(Decreases in excess of one (1) day will be negotiated).

PROPOSED NUMBER OF SERVICE HOURS	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
A. Minimum number of <u>hours of service</u> to be provided for regular service					Closed		Closed
B. Minimum <u>number of workers</u> to be provided for regular service					Closed		Closed

NOTE: The minimum number of hours to be provided for regular service shall be supplied by the CONTRACTOR and shall be provided to perform the daily/weekly items of work and produce the expected level of cleanliness.

Additional hours may be required to perform the work based upon the CONTRACTOR'S actual performance and to provide the additional required on a monthly/quarterly/semi-annual/annual basis.

B. COST ANALYSIS: (THIS SECTION MUST BE RETURNED WITH BID SUBMISSION)**

To be used for comparison of bids and evaluation of bids with expected service levels.

General Janitorial	_____ hours/month	\$_____ /month
Window Washing Crew	_____ hours/month	\$_____ /month
Special Floor Crew	_____ hours/month	\$_____ /month
Supervision	_____ hours/month	\$_____ /month
Insurance/Benefits for above		\$_____ /month
Supplies, Tools, and Equipment		\$_____ /month
Indirect Expenses & Profits		\$_____ /month
Janitorial (fidelity) Bond (Annual cost to be reflected monthly)		\$_____ /month

TOTAL MONTHLY BID PRICE.....\$_____ /month

NOTE: Total cost should equal monthly bid price.

C. DEDUCTIONS:

Restrooms	\$_____ /month
Floor Cleaning & Spray Buffing	\$_____ /month
Floor Waxing & Stripping	\$_____ /month
Carpet Cleaning	\$_____ /month
Window Cleaning	\$_____ /month
Trash Removal	\$_____ /month
General Dusting & Cleaning	\$_____ /month

TOTAL OF DEDUCTIONS\$_____ /month

NOTE: Total cost of deductions should equal monthly bid price.

Total Monthly Price (A1) = Total Item B (Costs) = Total Item C (Deductions)
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SECTION 8 - REFERENCES: (THIS SECTION MUST BE RETURNED WITH BID SUBMISSION)**

CONTRACTOR shall submit at least three references where similar work of similar size is currently in process or recently completed. Include name of firm, phone, and name of contact person. These references will be checked and could affect the award of the CONTRACT.

(For convenience, local/Orange County references are preferred).

1. Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone (____) _____

Project: _____

Completion Date: _____ Approximate Annual Cost: \$ _____

2. Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone (____) _____

Project: _____

Completion Date: _____ Approximate Annual Cost: \$ _____

3. Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone (____) _____

Project: _____

Completion Date: _____ Approximate Annual Cost: \$ _____

SECTION 9 – COMPANY INFORMATION: (THIS SECTION MUST BE RETURNED WITH BID SUBMISSION)**

1. Length of time your firm has been in business: _____

2. Length of time at current location: _____

3. Type and number of business license(s): _____

4. Is your firm a sole proprietor doing business under a different name?

YES _____ NO _____

If yes, please indicate sole proprietor's name and the name you are doing business under:

5. Please indicate your Federal Tax I.D. Number: _____

6. Is your firm incorporated?

YES _____ NO _____

7. Please state company business hours: _____

8. Name and phone number of Service Manager: _____

E-mail address: _____

9. Phone number to call for service: (_____) _____

Fax Number: (_____) _____

Pager Number: (_____) _____

10. 24-Hour Emergency phone number: (_____) _____

11. Customer service problems/questions should be directed to:

12. Accounts payable problems/questions should be directed to:

Vendor Questionnaire and Survey (THIS SECTION MUST BE RETURNED WITH BID SUBMISSION)**

1. Does your company meet all of the requirements set out in this solicitation? Yes: _____ No: _____

2. Does your company have a minimum of three (3) years experience providing janitorial services?

Yes: _____ No: _____

3. Has your company ever been terminated from a CONTRACT?

Yes: _____ No: _____ If yes, please complete the following:

CONTRACTING Agency/Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: () _____

Reason for Termination (use additional sheets if necessary): _____

4. Has your company ever had a CONTRACT that was not renewed (other than when the CONTRACT was awarded to another lower bidder)?

Yes: _____ No: _____ If yes, please complete the following:

CONTRACTING Agency/Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: () _____

Reason for Non-Renewal (use additional sheets if necessary): _____

5. Has your company ever operated under any other name(s)?

Yes: _____ No: _____ If yes, please complete the following:

Company Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Dates of Operation – From: _____ To: _____

6. Does your company provide health benefits to the employees that would perform services under any CONTRACT issued as a result of this bid solicitation? Yes: _____ No: _____

Question and Answers for Bid #012-609168-LN - Janitorial Services - Garden Grove Chapman Branch Library

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.