

Superior Court of California, County of Monterey



RFP # MCSC 10-14-GS

REQUEST FOR PROPOSAL

TO PROVIDE

JANITORIAL MAINTENANCE SERVICES

Issued on June 24, 2011

TABLE OF CONTENTS

INTENT	3
SCOPE	3
TERM	3
BASIS OF CONTRACTOR SELECTION	3
PROSPECTIVE CONTRACTOR SITE VISITS	4
CALENDAR OF EVENTS	4
CONTACT PERSON	5
PROPOSAL FORMAT AND CONTENT	5
MINIMUM CONTRACT PROVISIONS	6
DEADLINE FOR PROPOSAL	6
SIGNATURE PAGE – Salinas Courthouse, Salinas Department A, King City Courthouse, Monterey Courthouse and Marina Courthouse	7
ATTACHMENT A: MINIMUM CONTRACT PROVISIONS	8
ATTACHMENT B: ESTIMATED SQUARE FOOTAGE (Price Detail)	23
ATTACHMENT C: EMERGENCY & ADDITIONAL SERVICE PRICES	26
ATTACHMENT D: JANITORIAL SERVICES SPECIFICATIONS	27

INTENT:

The intent of this Request for Proposals (RFP) is to establish the terms, conditions and specifications governing the award of a contract to a qualified vendor to provide janitorial maintenance services for the Superior Court of California, County of Monterey ("Court"). The successful contractor ("Contractor") will enter into an agreement ("Agreement") with the Court to provide the specified janitorial services from October 1, 2011 through June 30, 2013, with possible renewal as described below.

SCOPE:

The Superior Court of California, County of Monterey is located on the Central Coast, approximately 120 miles south of San Francisco. The Court maintains facilities located throughout the County, requiring a range of general and specific janitorial services on a regularly scheduled basis. **Attachment D** sets forth the services and frequency required.

The Court intends to award a contract for the five court facilities: the Salinas Courthouse, Salinas Department A, King City Courthouse, Monterey Courthouse, and Marina Courthouse. The Agreement will provide for the janitorial maintenance services set forth in **Attachment D** in all offices and public areas located in each facility as well as some public areas shared by the Court and the County of Monterey, or may specifically exclude certain offices and public areas. Additions and/or reductions to the original square footage reflected in **Attachment B** due to the realignment of Court operations will be adjusted appropriately at the contract rate.

TERM:

The term of the initial Agreement will commence October 1, 2011 and end June 30, 2013. At the Court's option and in its sole discretion, the Agreement may be renewed for up to two (2) additional consecutive two (2) year terms, subject to the availability of approved funding. If the Court exercises its option to renew the Agreement, written notice shall be provided to the Contractor at least 30 days prior to the termination date.

BASIS OF CONTRACTOR SELECTION:

All proposals submitted in response to this RFP will be thoroughly evaluated to determine conformance with the terms, conditions and specifications of this RFP. The Court reserves the right to reject any and all proposals. The Court will rank the proposals in descending order of preference. The proposer submitting the best and most responsive proposal will be selected to enter into an Agreement. All proposers will be notified of the proposal which ranked highest based on the selection criteria described below; no other information will be released until after the Agreement has been executed. Appeals of any decision of the Court or any Court representative will be subject to the Court's procurement protest procedures.

The Court reserves the right to enter into Agreements as deemed to be in the best interest of the Court. Award of a contract shall not be based on cost alone, but on the strength of

qualifications of the proposer and the proposer’s capability of providing the services outlined in this RFP.

The selection criteria include, but are not limited to, the following:

- Conformance with the terms, conditions and specifications of this RFP.
- Client references and evaluation regarding quality of and ability to provide services.
- Demonstrated experience and successful performance on recent contracts of similar size and scope.
- Compliance with all federal, state and local laws, rules, and regulations.
- Ability to provide and maintain the required insurance coverage, performance and payment bonds and eligibility requirements.

The Court reserves the right to request additional information from proposers as deemed necessary to evaluate their proposals and to make award determinations. Personnel reviewing proposals submitted in response to this RFP will make a recommendation to the Court Executive Officer and Presiding Judge, who will decide the contract award.

PROSPECTIVE CONTRACTOR SITE VISITS:

Site visits are mandatory. Proposers are required to attend all scheduled site visits to tour the facilities included in this RFP.

The schedule for the site visits, including date, times and assembly locations follows in the Calendar of Events. Proposers must email the Court Contact or FAX this office to indicate their attendance in the site visits. Signups may be made by emailing bob.kennedy@monterey.courts.ca.gov or by FAX at (831)775-5443.

CALENDAR OF EVENTS:

Issue Request for Proposal	June 24, 2011
Site visit – King City Courthouse, 250 Franciscan Way, King City	July 11, 2011
Assemble at Entrance to Facility @ 09:00 a.m.	
Site visit – Marina Courthouse, 3180 Del Monte Blvd., Marina	July 11, 2011
Assemble at Entrance to Facility @ 12:30 p.m.	
Site visit – Salinas Courthouse, 240 Church Street, Salinas	July 12, 2011
Assemble at Entrance to Facility @ 09:00 a.m.	
Site visit – Salinas Department A, 118 W. Gabilan Street, Salinas	July 12, 2011
Will be visited immediately after viewing the Salinas Courthouse	
Site visit – Monterey Courthouse, 1200 Aguajito Way, Monterey	July 12, 2011
Assemble at Jury Assembly Room @ 12:30 p.m.	

Facilities or Janitorial duties/requirements questions that arise after the mandatory site visits must be submitted in writing by **July 14, 2011** to Bob Kennedy, Superior Court of California,

County of Monterey, 240 Church Street, Salinas, CA 93901. All questions and responses will be posted on the Court's web site by **July 19, 2011**. **It is the proposer's responsibility to review the responses on the web site, www.monterey.courts.ca.gov.**

Deadline for receiving proposals at 240 Church St., Salinas, CA 93901	4:00 p.m. / July 29, 2011
Vendor Interviews/Reference Checks	August 16, 2011
Intent to Award Contract Announcement	August 26, 2011
Proposers notification of the award	August 31, 2011
Effective date of contract	October 1, 2011

CONTACT PERSON:

All questions on the RFP's content and/or format shall be directed to the Court's contact person.

Contact person: **Bob Kennedy**
 Safety Officer/Manager General Services
 240 Church Street
 Salinas, CA 93901
 Email: bob.kennedy@monterey.courts.ca.gov
 Tel. (831)775-5589 Fax: (831) 775-5443

Proposers shall not contact judges, court officers, staff, or department representatives with questions or suggestions regarding this RFP. Any undue pressure or badgering of Court personnel may result in disqualification of the proposer.

PROPOSAL FORMAT AND CONTENT:

Proposals must include a general narrative description of the proposer's experience, personnel, equipment and management/supervisory styles that will be used to successfully perform the scope of work described by this RFP and for which the proposer is submitting a proposal.

Proposals must also:

- Identify the name and title of the proposer's employee who would serve as the proposer's "Area Supervisor(s)" and regularly supervise and be responsible for the performance of work for which the proposer is submitting the proposal.
- List three (3) current references from clients for whom the proposer has performed janitorial service contracts of similar scope and complexity.

- Identify scope and methods for compliance with Federal, State, and Local green guidelines.
- List current or previous clients, beginning with the most recent and working backwards, that demonstrate that the prospective contractor has been continuously and regularly in the business of providing janitorial maintenance services for a period of not less than the last five **(5) years**.
- Provide monthly pricing proposals on **Attachment B, Estimated Square Footage**, for the Salinas Courthouse, Salinas Department A, King City Courthouse, Monterey Courthouse, and Marina Courthouse. When filling out **Attachment B** refer to **Attachment D** for services to be provided. Proposal must include **ALL** locations.
- Provide an hourly compensation rate on **Attachment C** for emergency or additional request for services for any of the five (5) courthouses. It is also required to provide response times for emergencies.
- Provide monthly and yearly cost proposals for the Salinas Courthouse, Salinas Department A, King City Courthouse, Monterey Courthouse, and Marina Courthouse on the **RFP Signature Page**. Proposal must include **ALL** locations.

The Court reserves the right to reject any and all proposals, to postpone the proposal deadline, to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsive and responsible proposal and that would not affect a proposer's ability to perform the work adequately as specified.

MINIMUM CONTRACT PROVISIONS:

The proposer selected by the Court will be required to sign and abide by an agreement which will at a minimum contain substantially the same provisions set forth in **Attachment A**.

DEADLINE FOR PROPOSAL:

The proposal for janitorial maintenance services must be received NO LATER THAN 4:00 P.M., July 29, 2011 at the Executive Offices of the Superior Court of California, County of Monterey, 240 Church Street, Salinas, CA 93901.

Proposals received after this deadline, no matter what the postmark, will not be accepted. The Court will not accept submissions of proposals by FAX or EMAIL.

SIGNATURE PAGE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

Janitorial Services for the Salinas Courthouse, Salinas Department A, King City Courthouse, Monterey Courthouse, and Marina Courthouse

RFP#MCSC 10-14-GS

PROPOSALS ARE DUE IN THE COURT'S EXECUTIVE OFFICES BY **4:00 PM, JULY 29, 2011** and ADDRESSED TO: Bob Kennedy, Superior Court of California, County of Monterey, 240 Church Street, Salinas, CA 93901.

FACILITY	<u>MONTHLY COST PROPOSED</u>	<u>X 12 MONTHS</u>	<u>YEARLY COST PROPOSED</u>
Salinas Courthouse	\$	X 12 =	\$
Salinas Department A	\$	X 12 =	\$
Monterey Courthouse	\$	X 12 =	\$
King City Courthouse	\$	X 12 =	\$
Marina Courthouse	\$	X 12 =	\$
TOTAL YEARLY COST:			\$

PROPOSER'S MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal response at the price quoted, subject to the instructions and conditions above and to those stipulated in the Attachments A, B, C and D. I further attest that I am an official officer representing my firm and am authorized with signatory authority to present this attached proposal.

Company Name _____ Date _____

Signature _____ Phone _____ Fax No. _____

Printed Name _____ Title _____

Street Address / P.O. Box _____ City, State Zip _____

License No. (if applicable) _____ License Classification (if applicable) _____

MINIMUM CONTRACT PROVISION

1. Contractor Employee Requirements.

- (a) Contractor will designate a competent "Area Supervisor(s)" who will represent the Contractor in all matters pertaining to the Agreement.
- (b) All work will be performed by personnel whom the Contractor directly employs and supervises. Prior to commencing work under the Agreement, Contractor will provide the Court a list of Contractor employees designated to work in each of the Court facilities included in the Agreement.
- (c) All work will be performed by janitorial personnel who have a sufficient level of training and job experience to be able to perform adequately all tasks and services described in **Attachment D**.
- (d) All Contractor personnel designated to work in Court facilities must be fingerprinted and must pass a background check prior to performing any work under the Agreement. All background checks must be initiated within 5 business days from the start of the Agreement unless there are extenuating circumstances beyond the Contractors' control. If such circumstances occur, Contractor must notify the Court in writing prior to the tenth day of the Agreement so that it may approve a new deadline. If Contractor fails to have the designated employees processed within the time limit, payment for services rendered may be withheld. The Contractor will be responsible for all the costs of fingerprinting and background checks including replacement personnel.
- (e) All Contractor personnel designated to work in Court facilities must have the ability to read and/or follow written and verbal instructions, and must be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties.
- (f) Contractor will require all of its employees working in Court facilities to wear photo identification badges. The Contractor will be responsible for all costs of badges. If the Contractor fails to obtain badges for all employees, payment for services rendered may be withheld.
- (g) The Contractor and Contractor's employees will be required to display their identification badge at all times while working in Court facilities. If the Contractor or Contractor's employees fail to display the proper identification, Court may require them to leave the facility immediately. Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.

- (h) The Court requires Contractor to notify the Court immediately with regards any change in Contractor's employee's eligibility to work in Court facilities.
- (i) The Court must approve eligibility of Contractor's employees to work in Court facilities.

2. Contractor's Work Hours.

- (a) Work specified on **Attachment D**, will be performed outside of the Court's regular 8:00 a.m. to 5:00 p.m. working hours with the exception of the Day Porter service. Weekend work will not be permitted unless specifically authorized and scheduled in advance. For those facilities, which are open to the public on weekends or evenings, the Court will provide to the Contractor a schedule of hours so that an appropriate work schedule may be determined.
- (b) For the Salinas Courthouse, all restrooms in the B-Level, 1st Floor, 2nd Floor, and 3rd Floor will be cleaned twice a day, beginning at noon (Day Porter) and again after the Court's regular working hours. The Court may move the assigned Day Porter to another location as necessary.

3. Contractor's Work Schedule.

- (a) Contractor will furnish the Court Executive Officer or designee with a work schedule on janitorial services to be provided for each location in accordance with the scope of work specified in **Attachment D**. Contractor will provide Court Executive Officer or designee with a revised written work schedule for approval five (5) business days before any changes are put into effect at any facility. The Court will provide to Contractor as much advance notice as possible of any schedule changes required by the Court. For the purpose of facility inspections by the Court, all cleaning must be performed on or before the date listed on the Contractor's work schedule.

4. Compliance with Laws.

- (a) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations of any public authority bearing on the performance of the work, including but not limited to the Immigration Reform and Control Act of 1986 (8 U.S.C.A. Section 1324a *et. seq.*)

5. Protection of Persons and Property.

- (a) The Contractor shall take all reasonable precautions to ensure the safety and protection of, and to prevent damage, injury or loss to, Court employees, Contractor's employees and other persons. The Contractor shall comply with all applicable local, state, and federal laws and regulations pertaining to the safety and protection of Contractor's employees and other persons.

- (b) All equipment, (floor machines, vacuums, buckets, ladders, etc.) used by Contractor will be maintained in good, safe, clean and operable condition at all times to prevent damage to Court facilities.
- (c) All damage or loss to any property caused in whole or in part by the Contractor or any person employed directly or indirectly by the Contractor will be remedied by the Contractor at Contractor's expense and to the satisfaction of the Court.

6. Notification of Problems or Emergencies.

- (a) The Contractor will notify the Court immediately, or as soon as possible, upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The Court will provide the Contractor with emergency telephone numbers for each facility maintained by the Contractor under the Agreement.
- (b) The Contractor will notify the Court within 24 hours or no later than the following day, upon finding any broken fixture, plumbing problem, electrical problem or any other building problem that requires maintenance or repair. Failure to provide the Court with timely notification of such problems may be cause to make invoice deductions for failure to comply with the terms of the Agreement or terminate the Agreement.
- (c) When a requirement is identified for an additional service that is not otherwise specified under the Agreement, or if the Court deems an emergency requiring additional services, the Court Executive Officer or designee, will coordinate directly with the Contractor's Area Supervisor to schedule such services.

7. Contractor's Response Time.

- (a) The Contractor will maintain a 24 hour business telephone or telephone answering service and means for receiving e-mail for the purpose of receiving Court messages in an efficient and timely manner. The Contractor will respond to all messages regarding incomplete or defective work before the expiration of the next Court work day (8:00 a.m. to 5:00 p.m. Monday through Friday), and will complete all remedial work within 24 hours after receiving the Court's message. If the Contractor does not complete remedial work within 24 hours, the Contractor shall be subject to deductions for the value of work not performed. In addition, if the Contractor fails or refuses to perform any part of work required by the Agreement within the response time, the Court may contract with another outside source to perform that work and may deduct all costs of any such work from the monthly amount due to the Contractor after first deducting the appropriate amount for the value of work originally not completed under the Agreement. These instances will be entered into a "Janitorial Trouble Call Log".

8. Supplies and Materials.

- (a) Contractor will provide all materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary for performing the services described in **Attachment D**, including but not limited to floor stripping, cleaning, carpet care and waxing materials, cleansers, and dusting polish. All products must be of best value and quality, harmless to the finishes and surfaces on which they are used, and leave no harmful residues. All materials used in all facilities must meet federal, State, and local green guidelines (Green Seal (GS-37 & GS-40)) for:
- Minimizing exposure to concentrates
 - Containing no ozone depleting substances
 - Containing no toxic substances
 - Recyclable packaging
 - Biodegradability
 - Recycled-content in packaging
 - Reduced bioconcentration factors
 - Reduced flammability
 - Reduced or no added dyes, except when added for safety purposes
 - Reduced or no added fragrances
 - Reduced or no skin irritants
 - Reduced or no volatile organic compounds (VOCs)
 - Reduced packaging
 - Safe end-use disposal
- (b) Contractor will provide and maintain documentation of compliance with green guidelines and will make documentation available upon request.
- (c) Court does not require but recommends a Chemical Management System to ensure proper handling, use and storage of cleaning chemicals.
- (d) Court will provide toilet paper, toilet seat covers, hand towels, hand soap, and trash can liners at all facilities.
- (e) Contractor will notify the Court at a minimum of ten business days of the need to purchase Court supplied materials.

9. Safety and Product Control.

- (a) The Contractor will provide to the Court Safety Officer or designee a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on all products, used by the Contractor in the provision of services required by the Agreement. In addition, the Contractor will provide and maintain all required MSDS information in an appropriate binder or folder at each storage closet or locations in which such chemicals or products are kept and are to be used during the term of the Agreement.

- (b) Any and all fees, which may be required by the Monterey County Environmental Health Department relating to the storage of hazardous materials on-site, will be paid by the Contractor. No additional compensation will be allowed for such fees. Failure to obtain proper licensing approval could result in termination of the Agreement.
- (c) The Contractor will ensure that their employees are sufficiently experienced, trained and capable of handling all chemicals and cleaning products according to product directions, instructions and precautions and in such a manner so as to minimize the possibility of exposure of facility occupants to any materials. Whenever possible, the Contractor will provide chemicals, which are in the neutral range of the pH scale and fragrance free. All chemicals and products to be used will be pre-approved by the Court Safety Officer. All materials that are stored in a liquid state shall be stored on shelves not higher than three (3) feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents at all times. The Contractor will dispose of all unused products and empty containers as required by applicable federal, state and local laws and regulations. Upon request, the Contractor will provide the Court with documentation of proper disposal of all products and containers used in the performance of the Agreement.

10. Quality of Contractor's Work.

- (a) All services provided by the Contractor will be performed in such a way that the finished result is equal to or exceeds the high standards required to reflect the Court's position as a distinguished public forum within the community. All work will be performed as specified in the Agreement and in no way will any time limits set forth by the Contractor interfere with the quality of work performed to maintain the Court's facilities at the highest standard in compliance with the Agreement.

11. Quality Control, Inspections and Reports.

Quality control will be assured by a combination of on-site inspections and reports provided by the Contractor's Area Supervisor and the contact person designated by the Court Executive Officer in each facility. Specific requirements and responsibilities will be as follows:

- (a) The Contractor's Area Supervisor will perform an on-site inspection of each facility included in the Agreement on a monthly basis. The Supervisor will make a monthly appointment with the designated contact person at each facility to walk through the building to inspect the condition of the facility and note any problems or concerns the department may have regarding the janitorial services being provided. A "Janitorial Services Compliance Report" will be completed by the Contractor and signed by the Court facility Manager/Supervisor. A copy of the Report will be left with the facility Manager/Supervisor. The Contractor's Area Supervisor will make a quarterly appointment with the Court General Service Manager/Supervisor to review "Janitorial Services Compliance Reports" and each facility's "Trouble Call Log".

- (b) The Court Executive Officer or designated representative may make unannounced inspections at any time during the Contractor's work hours, or during the Court's normal work hours, to determine if the Contractor's services comply with the Agreement. Any adverse findings as a result of such inspections will be reported to the Contractor for correction in accordance with the time limits specified in the Agreement and added to the "Trouble Call Log."
- (c) The Court's designated facility representative will report any janitorial tasks not performed in accordance with the terms and conditions of the Agreement to Contractor via telephone and e-mail, noting location, date and time of the report, task needing attention, and time necessary for corrective action. All reports will be added to the "Trouble Call Log." The Contractor's Area Supervisor will report to the Court's designated facility representative to indicate that the remedial work has been completed. If the work has been completed satisfactorily, no further action will be required. If the work has not been completed to the Court's facility representative's satisfaction, the disputed issue may be discussed with the Contractor's Area Supervisor or may be forwarded to the Court Executive Officer or designee for inspection follow-up and/or notification of the Contractor in accordance with the Contractor's required response time under the Agreement.

12. Cleaning Requirements and Standards:

All work required by the Agreement must satisfy the requirements and standards set forth below.

Definition of Terms, as used throughout this RFP and the Agreement, the following terms shall be defined as:

- (a) CLEAN means free of dirt, dust, odor, spots, streaks, stains, smudges, litter, lint, gum, debris, hard water deposits, and other residue; to restore all items to their original condition and appearance.
- (b) DISINFECT means cleaning in order to destroy any harmful microorganisms by the application of an approved disinfectant/germicidal agent.
- (c) FLOORS SURFACES mean all ceramic, vinyl tile, rubber, linoleum, carpeted or other types of flooring products, which are affixed to the sub flooring with mastic or adhesive.
- (d) PARTITIONS mean the barriers between restroom stalls and walls and dividers within a facility, which do not touch the ceiling.
- (e) VACUUMING means the complete removal of lint, dust, loose soil, staples and debris by the use of an industrial-type filtered vacuum cleaner with disposable bags.

- (f) POLISHING means the application of a high quality wood preservative or metal cleaner to furnishings and wiping using a soft, non-abrasive cloth, so as not to leave any residual on a clean polished surface.
- (g) FIXTURES mean toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, counter tops, door frames, hand rails, benches and any other items attached to the ceiling, wall or floor.
- (h) DAY PORTER means janitorial staff responsible for maintaining a clean and working environment inside the courthouse(s) during operational hours on an assigned schedule or as necessary basis.

(i) FLOOR and CARPET MAINTENANCE

- (1) Floor maintenance will consist of dust mopping, wet mopping, stripping and finishing where upon completion of work, floor surfaces are left clean, sanitary and brightly finished. Where furniture and equipment must be moved no chairs, wastebaskets or other items will be stacked on desks, tables or window sills. All furniture and equipment must be returned to its original location and position. Baseboards, walls, stair risers, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. The Contractor will take precautions to advise building occupants of wet and/or slippery floor conditions. All tools and equipment will be maintained in clean safe condition and neatly stored in the assigned storage areas. All finished surfaces must be maintained so as to provide safe anti-slip walking conditions.
- (2) Carpet maintenance will include thoroughly vacuuming with an industrial type filtered vacuum cleaner with disposable bags that leaves carpeted floors free of all visible litter, lint, staples and soil. Chairs, trash receptacles, and easily movable items shall be moved and the carpet vacuumed underneath. Any tears, burns or unraveling will be brought to the attention of the Court Executive Officer or designee in writing by means of e-mail as soon as they are discovered.
- (3) Dust mopping consist of the process where hard surface floors are clean, free of dirt streaks, lint (dust-bunnies) and other debris; no dirt or lint shall be left in corners, under furniture, behind doors, or on stair landings and treads. Sidewalks, entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up. **Push brooms maybe used on exterior surfaces only.**
- (4) Wet mopping and scrubbing consist of properly preparing the floors by thoroughly dust mopping to remove visible dirt and debris, and by removing of gum, tar and similar substances from the floor surface before cleaning with an approved neutral general purpose floor cleaner to remove dirt, stains, food, ink, spots and odor. On completion of mopping or scrubbing floors will be properly rinsed and dry-mopped to present an overall appearance of cleanliness; floors

shall be clean and free of dirt, water streaks, mop marks, string, etc.; floors will be dry and corners and cracks clean. When scrubbing is specified, it shall be performed by machine (175 rpm) or by hand with a brush. **String and sponge type mops are prohibited.**

- (5) Floor finishing consists of the thorough cleaning and removal of worn or discolored floor finishing materials and the new application of an approved floor finishing materials to vinyl tile, rubber, or linoleum or other floor surfaces. The application of new floor finishing materials should follow the following steps:
 - a. Dust mopping: Floor will be swept thoroughly to remove, lint, hair, staples dirt and all gum and adhesive materials shall be removed.
 - b. Stripping: Completely remove old finish from floors using a solution of an approved liquid cleaner. Cleaning solution is to be applied and scrubbed with an electric 175 R.P.M. scrubbing machine with a scrub brush or a medium grade scrubbing pad. Stubborn spots, gum, rust, burns, build-up, discolored materials, etc. not removed by machine will be removed by best industry practices. Corners and other areas that cannot be reached by the scrubbing machine will be scrubbed and thoroughly cleaned by hand. Care will be exercised to prevent the splashing, scratching or marring of floors, baseboards, walls and furniture and build-up in corners. Cleaning solution will be taken up and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water. Floor will be allowed to dry thoroughly after rinsing. **Dry stripping is prohibited.**
 - c. Finishing: Application of a minimum of three coats of approved floor finishing material will be used, allowing sufficient drying time between each coat. Only the first two coats should be applied up to but not touching the baseboard. All other coats should be applied to within six inches of the baseboard. Finish coats will be buffed using a 1,500 R.P.M. (minimum) buffing machine. Finished floors will not have any drip marks (fish-eyes), lap marks, build-up, lint or other debris. Floor will be dust mopped after buffing to remove residual. **Note:** If there is an eight or more hour delay between the cleaning of the floor and applying the first coat of floor finish, or between the applications of coats of floor finish, the areas must be cleaned again to remove surface dirt and scuff marks before applying finish material.
- (6) Periodic Spray Buffing will consist of thoroughly dust mopping of floor. Damp mop floor to clean and remove dirt and grime and allowed to dry. Spray buff floor using 1,500 R.P.M (minimum) floor polishing machine, synthetic fiber pad and spray buff chemicals and dust mopped thoroughly when finished.
- (7) Other Hard Floors Surface means floors such as brick, terrazzo, ceramic tile, marble, etc. which shall receive the same maintenance treatment as floors

detailed above, with the exception that care and maintenance will be appropriate for the type of floor.

(8) Carpet Cleaning means and consists of the deep cleaning using the wet cold/warm extraction method at the scheduled frequencies. **Bonnet cleaning methods will only be used for small spills and stains.**

(9) Miscellaneous floor surfaces:

- a. Walk-off Mats means movable mats/rugs at entry ways that are maintained by thorough vacuuming which leaves them clean and be free of dust balls, lint, dirt, and other debris. Walk-off mats will be wet cleaned quarterly.
- b. Elevator Floors means elevators that have resilient type floor covering, all necessary cleaning operations as described above will be performed to provide a clean and polished appearance after each cleaning.
- c. Door Tracks means all tracks in entry ways and elevators that will be vacuumed monthly or when necessary to maintain a clean appearance.

(j) DUSTING and CLEANING

(1) Dusting consist of the removal of dust directly from the areas and surfaces on which it lies by the most effective means; appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust will not be allowed to fall from high areas onto furniture and equipment below. **Dry Dusting is prohibited throughout all facilities. Feather type dusters are prohibited throughout all facilities.** Each dusting task will result in the following:

- a. There will be no dust streaks remaining.
- b. Corners, crevices, molding and ledges will be free of all dust.
- c. There will be no oils, spots or smudges or scratches on dusted surfaces caused by dusting process.

(2) Surface Cleaning will consists of using a clean damp cloth to remove all dirt, spots, streaks, fingerprints and smudges from walls, doors, partitions, ledges, counter tops, break rooms sinks and tables, hand rails, benches, chairs, glass, windows and other specified surfaces, then drying to provide a clean, polished appearance. The wetting solution will contain an appropriate approved neutral general purpose cleaning agent. Disinfectant deodorizer cleaners will be used when surface cleaning in restrooms and break room areas. **The use of sponges is prohibited throughout all facilities.**

- (3) Bright Metal Polishing this task will consist of damp wiping and drying with a suitable cloth if a polished appearance can be attained. Quarterly all bright work will be polished using an approved metal cleaner/polish.

(k) WINDOW WASHING and GLASS CLEANING:

- (1) Washing operations in accordance with the specified frequency, will leave all glass clean and free of dirt, grime, streaks, smudges, fingerprints and excessive moisture, and will not be cloudy. Sash glass moved during the cleaning operation will be returned to its original position.
 - (2) Window sashes, sills and woodwork around interior glass and other surrounding areas will be thoroughly wiped, free of any drippings, watermarks or debris. Window tracks will be vacuumed regularly.
 - (3) When building occupants will be seriously disrupted or inconvenienced by window cleaning operations, these activities will be scheduled with the facility's designated contact person and/or the Director of Facilities. **Note:** Window cleaning operations will be performed in accordance with all federal, state and local laws and regulations, with special attention to any applicable safety requirements.
- (l) RESTROOM CLEANING will include the thorough cleaning, disinfection and restocking of all restrooms that results in clean, sanitary and odor free restrooms. The process will consist of:
- (1) Cleaning and disinfecting all porcelain fixtures (washbasins, urinals, toilets, etc.) so that they are clean and sanitary, bright; with no dust, spots, stains, rust, green mold, odor or encrustation of any kind.
 - (2) Cleaning and disinfecting walls, floors, mirrors, trash cans, cabinets and other surfaces adjacent to fixtures so as to be free of spots, stains, drippings water marks and odor.
 - (3) Restocking of Court supplied paper products as necessary to prevent outages.
 - (4) The daily emptying and cleaning of trash and sanitary receptacles.
 - (5) The daily replacement of trash liners in restrooms.
 - (6) The cleaning and disinfection of drinking fountains and maintaining them free of trash, coffee grounds, gum or other debris, and the nozzles free from any encrustation.

(m) **BREAK ROOM CLEANING** will include the thorough cleaning and disinfection of all break-rooms that results in clean, sanitary and odor free break-rooms. The process will consist of:

- (1) The daily cleaning of tables, chairs, sinks, trashcans, and counter surfaces.
- (2) Restocking of Court supplied paper products as necessary to prevent outages.
- (3) The daily emptying of trashcans and recycle bins.
- (4) The daily replacement of trash liners in break rooms.
- (5) The nightly running of dish washers and the monthly cleaning or as needed.
- (6) The monthly thorough cleaning and disinfection of trashcans and recycle bins or as needed to eliminate odors.
- (7) The monthly cleaning of break room refrigerators and microwaves internally using an approved food grade cleaner.

(n) **SPOT CLEANING** will include the removal of all smudges, spots, stains or other marks from surfaces without causing discoloration, staining or damage.

(o) **POLICING** means the picking up and removing of trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, stairways, lobbies, waiting areas, and outside landings and steps at entrances and exits; keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes, and any excess water caused by inclement weather. Emptying and disposing of trash in outside trashcans. Recycled trash materials (paper, glass, plastic, aluminum, etc) will be deposited into appropriate recycling receptacles, if provided.

13. Indemnification, Insurance and Bonds:

(a) Indemnification. The Contractor will indemnify, defend and save harmless the Court and its officers, agents, and employees;

- (1) From and against any and all third party claims and liabilities for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorney's fees) on account of non-payment by the Contractor for any work, services, materials, or supplies furnished or supplied by such third parties to or for the Contractor in connection with the performance of the Agreement, and
- (2) From and against any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury or death, to the extent that such claim, liability, or loss arises out of the Contractor's negligent acts, errors,

or omissions, or his or her willful misconduct in the performance of the Agreement. "Contractor's performance" includes the Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and sub-contractors.

- (b) General Insurance Requirements. Without limiting the Contractor's duty to indemnify, the Contractor will maintain in effect throughout the term of the Agreement a policy or policies of insurance meeting the requirements set forth below.
- (1) Each policy will be with a company authorized by law to transact insurance business in the State of California, and will be written on an occurrence form or on a claims made basis.
 - (2) Each policy will provide that the Court will be given notice in writing at least thirty (30) days in advance of any cancellation or non-renewal thereof.
 - (3) Except with respect to worker's compensation insurance, each policy will provide an endorsement naming the Court and its officers, agents and employees as additional insured, and will further provide that such insurance is primary to any other insurance maintained by the Court.
- (c) Commercial General Liability Insurance. The Contractor will maintain commercial general liability insurance, covering all of the Contractor's operations with a combined single limit of not less than \$1,000,000.00, as follows:
- (1) Bodily Injury including Personal Injury.
 - a. Each Person: \$1,000,000
 - b. Each Occurrence: \$1,000,000
 - (2) Property Damage.
 - a. Each Accident: \$1,000,000
 - b. Aggregate: \$1,000,000
- (d) Motor Vehicle Insurance. The Contractor will maintain insurance covering all motor vehicles (including owned and non-owned) used in providing services under the Agreement, with a combined single limit of not less than \$1,000,000 as follows:
- (1) Bodily Injury.
 - c. Each Person: \$1,000,000
 - d. Each Occurrence: \$1,000,000

(3) Property Damage.

a. Each Occurrence: \$1,000,000

- (e) Worker's Compensation Insurance. The Contractor will maintain a worker's compensation plan covering all of its employees performing work in the State of California as required by California Labor Code Section 3700, either (a) through worker's compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of \$100,000 per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If the Contractor elects to be self-insured, the certificate of insurance otherwise required by an Agreement will be replaced with a consent to self-insure issued by the State Director of Industrial Relations. If California coverage for any employee is exempt under Labor Code Section 3600.5, the Contractor will file a certificate from a duly authorized state official from such other state certifying that the Contractor is insured for worker's compensation in such other state and that the insurance provides coverage for the Contractor's employees working in the State of California.
- (f) Certificate of Insurance. Contractor has filed certificates of insurance with the Court's Finance Division showing that the Contractor has in effect the insurance coverage required by the Agreement. The Contractor will file a new or amended certificate promptly after any change is made in any insurance policy that would alter the information on the certificate then on file.
- (g) Crime Coverage / Fidelity Bond. During the term of the Agreement, Contractor will furnish and maintain in force crime insurance or a fidelity bond of not less than \$50,000 per occurrence covering the dishonest acts of employees. The Court reserves the right to withhold payment and process as retention, any amounts invoiced by the Contractor until such time as the Contractor has submitted the required documents.

14. Compensation:

- (a) Payments to Contractor. Court will pay Contractor in accordance with the schedule of prices as set forth in the Agreement.
- (b) Monthly Claims by Contractor. Not later than the 5th business day of the month, the Contractor will submit an invoice addressed to the Court at AccountsPayable@monterey.courts.ca.gov or mail to:
- Superior Court of California,
County of Monterey
240 Church Street, Suite 318
Salinas, CA 93901
Attn: Accounts Payable

Invoices shall be for services performed during the preceding month and include as a minimum, the following information:

- (1) Purchase Order or Contract number
 - (2) Specific location at which services were performed.
 - (3) Dates or period during which services were performed.
 - (4) Amount of payment requested based upon the terms and conditions of the Agreement.
- (c) Payment for Additional or Emergency Services. After approval by the Court Executive Officer or designee and verification by the facility representative of the labor hours required to perform additional or emergency services, such services will be compensated at the hourly rate provided on the Contractor's Schedule of Prices for the particular facility in which the services are performed. Payment for these services will be made upon the next scheduled monthly invoice submitted by the Contractor. The Contractor's monthly invoice will itemize the added services, identifying the labor hours for that item and the hourly rate for that facility.
- (d) Payment of Monthly Claim. The Court will certify the Contractor's claim, either in the amount requested or in such other amount as the Court approves in conformance with the Agreement. Once the Court has certified claim it will submit the claim for payment. The amount of the certified claim will be paid no later than 30 days after the date of certification.
- (e) Disputed Payment Amount. If the Court certifies a lesser amount than the amount requested for any claim, and if the Contractor desires to dispute the amount so certified, the Contractor must submit written notice of protest to the Court Executive Officer or designee within 20 days after Contractor's receipt of the certification. The parties will then promptly meet in person or by telephone conference to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have so met and attempted to resolve the dispute.

15. Non-discrimination:

- (a) During the performance of the Agreement, the Contractor will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, citizenship, ancestry, physical disability, medical disability, medical condition, veteran status, marital status, age (over 40), sex, or sexual orientation, perceived or otherwise, either in the Contractor's employment practices or in the furnishing of services to recipients. The Contractor will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Discrimination prohibited by the Agreement includes sexual harassment

and other harassment in the workplace, as well as discrimination with respect to other terms and conditions of employment. The Contractor will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (2 California Code of Regulations, Sections. 7285.0 et seq. -- Division 4, Fair Employment and Housing Commission). The Contractor will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This non-discrimination clause will be included in all contracts entered into by the Contractor to perform work provided for under the Agreement.

16. Independent Contractor:

- (a) The Contractor's relationship to the Court under the Agreement is as an independent contractor. Nothing in the Agreement will be construed to create any of the rights, powers, benefits, privileges or immunities of an employee of the Court. The Contractor will be solely liable for payment of all applicable tax obligations, including but not limited to federal and state income taxes and Social Security taxes, arising out of the Contractor's performance of the Agreement.

17. Conflict of Interest:

- (a) The Contractor covenants that neither it nor, its responsible officers, and its employees having major responsibilities for the performance of work under the Agreement presently have any interest, and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the Contractor's services under the Agreement.

18. Gratuities:

- (a) The Court may, by written notice to the Contractor, terminate this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Court with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement; provided, that the existence of the facts upon which the Court makes such findings will be in issue and may be reviewed in any competent Court. In the event of such termination, the Court will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

ESTIMATED SQUARE FOOTAGE

<u>FACILITY/ADDRESS/ DESCRIPTION</u>	<u>ESTIMATED SQ. FOOTAGE</u>	<u>ESTIMATED SQ. FOOTAGE CARPET</u>	<u>MONTHLY PRICE</u>
King City Courthouse 250 Franciscan Way King City, CA 93930			
Courtrooms #18-19 Clerks' offices Judge's Chambers Jury Deliberation rooms File Storage rooms Restrooms			
Total	6,654	6,400	
Proposal Monthly Price – King City Courthouse			\$

<u>FACILITY/ADDRESS/ DESCRIPTION</u>	<u>ESTIMATED SQ. FOOTAGE</u>	<u>ESTIMATED SQ. FOOTAGE CARPET</u>	<u>MONTHLY PRICE</u>
Salinas Courthouse 240 Church Street Salinas, CA 93901			
North Wing - Basement			
Courtrooms #10-11, Chambers and Clerks Offices			
File Storage Room (1x per week)			
Corridor, Stairs, Elevators & Misc Rooms and Offices, Conference Rooms and Public Seating Area			
Public and Employee Restrooms			
North Wing – 1st Floor			
Courtrooms #7-8-9, Chambers and Clerks Offices Break-room Jury Deliberation Rooms Conference Rooms			
Offices and Work Areas Lobby & Corridors Stairs, Elevators & Misc Rooms			
Public and Employee Restrooms			
North Wing – 2nd Floor			
Courtrooms # 4-5-6, Chambers and Clerks Offices Break room Jury Deliberation Rooms Jury Assembly Room (Monday and			

Tuesday) Conference Rooms			
Offices and Work Areas Lobby & Corridors Stairs, Elevators & Misc Rooms			
Public and Employee Restrooms			
North Wing – 3rd Floor			
Courtrooms #1-2-3, Chambers and Clerks Offices Break-room Jury Deliberation Rooms Conference Rooms H&R Department Administration Offices			
Offices and Work Areas Lobby & Corridors Stairs, Elevators & Misc Room			
Public and Employee Restrooms			
Total	92, 215	90,000	
Proposal Monthly Price- Salinas Courthouse			\$

Salinas Department A			
118 W. Gabilan Street Salinas, CA 93901			
Department A Court – all			
Total	2,920	2,750	
Proposal Monthly Price- Salinas Department A			\$

Monterey Courthouse			
1200 Aguajito Road Monterey, CA 93940			
Basement			
Public Restrooms Snack Bar File Room (1x per week) Corridors, Stairs & Elevators			
Floors 1-3			
Courtrooms #13-17 All Civil & Family Law Offices Clerks' Offices Judges' Chambers Jury Deliberation rooms Jury Assembly Room Offices and Work Areas Self-Help Center			

Public Restrooms Lobby, Corridors, Stairs, Elevators & Misc Rooms			
Total	33,463	33,000	
Proposal Monthly Price- Monterey Courthouse			\$

Marina Courthouse 3180 Del Monte Blvd. Marina, CA 93933			
Marina – all			
Exterior trash cans			
Total	14,500	13,900	
Proposal Monthly Price- Marina Courthouse			\$

Proposal Monthly Price for Salinas Courthouse, Salinas Department A, King City Courthouse, Monterey Courthouse, and Marina Courthouse			\$
--	--	--	-----------

EMERGENCY & ADDITIONAL SERVICES PRICES

PROPOSAL SUBMITTALS FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

COMPANY NAME

EMERGENCY & ADDITIONAL SERVICES	RESPONSE TIME TO EMERGENCY	EMERGENCY RESPONSE COST PER HOUR *Note travel time required if travel time is charged	ADDITIONAL SERVICES COST PER HOUR
King City Courthouse 250 Franciscan Way King City, CA 93930			
Salinas Courthouse 240 Church Street Salinas, CA 93901			
Salinas Department A 118 W. Gabilan St Salinas, CA 93901			
Monterey Courthouse 1 st Floor, 2 nd Floor & 3 rd Floor 1200 Aguajito Road Monterey, CA 93940			
Marina Courthouse 3180 Del Monte Blvd. Marina, CA 93933			

JANITORIAL SERVICES SPECIFICATIONS

DAILY SERVICE

Monday through Friday – Salinas Courthouses, Salinas Department A, King City Courthouse, Monterey Courthouse, Marina Courthouse

A. General Cleaning

1. Empty wastebaskets, recycle bins and place trash and recyclables in appropriate dumpsters; replace liners as necessary, replace liners in break rooms and restrooms daily
2. Clean fixtures, water fountains, rails, spot clean doors and walls
3. Damp wipe areas and furniture
4. Report all graffiti to Facility Representative
5. Clean all doors around door knobs and push plates
6. Clean break-rooms including sinks, tables, chairs
7. Run dishwashers
8. Clean seats and under benches and chairs in public areas and courtrooms
9. Check under benches and chairs in public areas and courtrooms for gum and other debris

B. Floor and Carpet Care

1. Dust mop and wet mop all hard surface floors using a neutral general purpose floor cleaner
2. Vacuum all carpeted floors including entry mats
3. Remove chewing gum, staples and other debris from carpet and hard surface floors

C. Window Cleaning

1. Clean entry doors and lobby glass inside and out
2. Clean all interior partition and counter glass
3. Clean all interior door glass

D. Restroom Cleaning

1. Empty waste containers and replace trash liners
2. Dust mop and wet mop floors using a disinfectant floor cleaner
3. Restock all dispensers with the proper product (hand soap, toilet paper, paper towels, etc.)
4. Scrub all restroom fixtures using a deodorizing disinfectant cleaner
5. Scrub all toilets and urinals inside using a deodorizing bowl cleaner
6. Report all stopped-up urinals, toilets, and sinks or other items needing repairs to Facility Representative
7. Clean restroom mirrors and glass
8. Report all graffiti to Facility Representative

9. Wipe down all walls and partitions with damp disinfectant cloth to remove stains and odor
10. Clean and disinfect all restroom doors around door knobs and push plates

WEEKLY SERVICE

Fridays – Salinas Courthouses, Salinas Department A Courthouse, King City Courthouse, Monterey Courthouse, Marina Courthouse

A. General Cleaning

1. Remove fingerprints from doors, walls, and light switches
2. Remove marks and clean all door kickplates
3. Wash trash receptacles and recycle bins inside and outside as needed and replace trash liners
4. Wash all handrails including stairways

B. Floor and Carpet Care

1. Entirely damp mop hard surface floors using a neutral general purpose floor cleaner and a clean mop
2. Buff all hard surface finished floors using a high speed machine
3. Sweep and damp mop all stairwells
4. Spot clean all carpeted floors

C. Restroom Cleaning

1. Thoroughly scrub all sinks to remove calcium and hard water build-up
2. Thoroughly scrub toilets and urinals to remove calcium and hard water build-up

D. Dust Removal

1. All desks and filing cabinets where cleared
2. All table tops and counters where cleared
3. All window and door sills
4. All tops of ledges, baseboards, and partitions
5. All chairs - damp wipe
6. Remove all cobwebs from ceilings, corners, and crevices
7. All stairwell surfaces
8. All bookcases where cleared

MONTHLY SERVICES (Last Weekend of the Month)

A. Floor and Carpet Care

1. Machine scrub all hard surface floors, if floor has a finish coat, spray buff floor
2. Edge out all carpet (areas that are out of reach during normal vacuuming)

B. Restroom Cleaning

1. Wash all walls and partitions using a deodorizing disinfectant cleaner

C. Vacuum Dust

1. Vacuum all upholstered furniture
2. All blinds

QUARTERLY SERVICES (January, April, July, October)

A. General Cleaning

1. Wash exterior of all desks, filing cabinets, and tables
2. Machine scrub restroom floors using a deodorizing disinfectant floor cleaner

B. Floor and Carpet Care

1. Clean all carpeted areas using extractor method
2. Strip and refinish all hard surface floors using approved finish

C. Window Cleaning

1. Wash the inside of all windows

D. Dusting

1. Damp dust or vacuum dust all light fixtures, HVAC vents and surfaces/ledges above 6 feet

BI-MONTHLY SERVICES

A. Utility Room Cleaning

1. Dust mop and wet mop Electrical rooms, Exhibit rooms, IDFs, MDFs and Warehouses

GENERAL GUIDELINES

1. Janitorial rooms shall be kept clean, neat, free from odor and clutter
2. All chemicals used in all facilities shall meet federal, State and local green guidelines
3. All chemicals used in all facilities shall have current Material Safety Data Sheets (MSDS) located in all janitorial rooms
4. Bottles and containers shall be properly labeled at all times
5. Mop pails shall not have standing water or solutions over night
6. Janitorial room drains and sinks are to be kept clean and open