

**COUNTY OF MARIN  
DEPARTMENT OF PUBLIC WORKS  
SAN RAFAEL, CALIFORNIA**

**REQUEST FOR PROPOSALS # 2803  
JANITORIAL FLOOR MAINTENANCE SERVICES (HHS LOCATIONS)**

**RFP ISSUE DATE:  
AUGUST 27, 2021**

**DEADLINE FOR SUBMISSIONS:  
SEPTEMBER 29, 2021 BY 2:00 PM PST**

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## INSTRUCTIONS TO PROPOSERS

### **A. RESPONSIBLE PARTIES**

Representing the County of Marin in all matters regarding the submission of this RFP package shall be the Procurement Division, [Procurement@marincounty.org](mailto:Procurement@marincounty.org). Contact with any other County personnel related to this RFP is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal. Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any proposers.

### **B. RFP QUESTIONS**

Proposers may submit written questions regarding this RFP. All questions must be emailed and received by Wednesday, **September 15, 2021**, no later than 5:00 PM PST. Questions asked after this date and time will not be considered. All Questions shall be submitted to County Personnel referenced above.

**The subject line shall read:**

***RFP #2803 – JANITORIAL FLOOR MAINTENANCE SERVICES (HHS LOCATIONS)***

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this RFP will be sent to known stakeholders and posted on the County of Marin Contracting Opportunities website on Friday, **September 17, 2021** no later than 5:00 PM PST. It is the responsibility of all interested proposers to access the website for this information.

### **C. PROPOSAL SUBMITTAL REQUIREMENTS**

Required information must be submitted on the form(s) provided with this RFP package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted shall have the Offer (Page 31) completed, dated, with Proposer's name and / or Business entity and signed by an authorized party. Proposals not submitted on the form(s) provided may not be considered by the County of Marin, Procurement Division.

The proposal must be submitted in the name of the agency or person who will contract with the County of Marin.

**One (1) written original (marked as such) proposal and two (2) copies in a sealed envelope are due at the delivery address below at or before September 29, 2021 2:00 PM PST.**

Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

**Delivery Address:**

Marin County - Procurement Division  
3501 Civic Center Drive – Room 304  
San Rafael, CA 94903

All proposals shall be clearly marked **“RFP 2803 – JANITORIAL FLOOR MAINTENANCE SERVICES (HHS LOCATIONS) - Do Not Open”** on the outside of the proposal package.

Without law or policy to the contrary, if the proposer took reasonable steps to submit the proposal in due time, and failure of the proposal to be in hand at due date and time, was not the result of negligence or fault of the proposer, but was the result of negligence by the County, the County reserves the right to accept such proposals.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County of Marin also reserves the right to request clarification of information from the proposer. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned.

**D. OPENING OF PROPOSALS**

Proposals will not be opened publicly.

**E. INFORMED PROPOSERS**

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Proposer shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by this RFP. The failure or neglect of the Proposer to examine the documents shall in no way relieve them from any obligations with respect to this RFP. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the Proposer has thoroughly examined and is familiar with contents of RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**F. INTERPRETATION, CORRECTION AND ADDENDA**

The Proposer must carefully examine the specifications, terms and conditions provided in this RFP and become fully informed as to the requirements set forth therein. If Proposer discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in

relationship to the Specifications or Scope of Work, or any other related matters, the Proposer should immediately notify the contact person as shown under “Responsible Parties” of such concern in writing and request clarification or modification of the document(s) no later than seven (7) working days before the deadline as set forth under sub-Section “Proposal Submittal Requirements.”

No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any material or substantial change of the specifications will result in the release of a written addendum, issued by the Procurement Division. Every effort will be made to email addendum to known stakeholders; however, any issued addendums will be posted on the County of Marin Contracting Opportunities Webpage.

The Proposer shall sign and date the addendum and submit same with the proposal.

**G. PRICES, NEGOTIATIONS AND MISTAKES**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotes made separately on each item. Where there is a conflict between words and figures, words will govern.

**H. WITHDRAWAL OF PROPOSAL**

Submitted proposals: a) may not be withdrawn within sixty (60) calendar days after the proposals have been opened and b) may be withdrawn prior to the opening date only by written request of the Proposer.

**I. TERMS OF THE OFFER**

By submitting a proposal, Proposer is agreeing that it is making an offer based on the terms set forth in this RFP. Acceptance of Proposer’s offer shall be limited to the terms herein unless expressly agreed in writing by the Purchasing Agent. If Proposer’s offering terms differ than those shown herein, those offering terms will be declared non-responsive and will not be considered.

## GENERAL PROVISIONS

### 1.1 General Project Description

Marin County Building Maintenance Division is responsible for providing janitorial floor services to the Marin County Health and Human Services [HHS] division and is seeking to contract for janitorial floor maintenance services for the listed locations and properties as described in this solicitation. All interested parties should submit proposals that include labor, material, tools, equipment, transportation, personal protection equipment, storage, supervision, and any applicable services or additional costs required to execute these services in accordance with the given specifications.

### 1.2 Drawings and Specifications

It is intended that the provided scope of work, frequency schedules, and forms include everything necessary to properly perform the tasks as required. Unless expressly stated, all work shall be completed in accordance with given specifications and care requirements. Every item necessarily required may not be specifically mentioned or shown.

### 1.3 Pre-Proposal Conference

The purpose of this conference and site inspection is to acquaint prospective proposers with all existing conditions, which could materially affect the cost of the proposal. The County considers attendance at this Pre-Proposal meeting and Site Inspection vital to the preparation of a competitive and cost-effective proposal, and to the understanding of the total result desired by the County.

**Proposers who do not attend the Pre-Proposal meeting will be unable to enter a bid.**

**Location:** 3240 Kerner Blvd. San Rafael, CA 94901

**Date:** Wednesday – September 8, 2021

**Time:** 9:30 AM PST

We will meet promptly at 9:30 AM PST in the lobby at the Marin County Health and Wellness Center, located at 3240 Kerner Blvd. San Rafael, CA 94901. Proposers should allow 3 hours to complete the job sites walkthrough. The County strongly encourages each interested party to visit sites to ascertain the extent of work necessary to properly conduct services.

### LOCATIONS:

1. 3230 Kerner Blvd., San Rafael CA
2. 3240 Kerner Blvd., San Rafael CA
3. 3250 Kerner Blvd., San Rafael CA
4. 3270 Kerner Blvd., San Rafael CA
5. 10 North San Pedro Rd, San Rafael CA
6. 20 North San Pedro Rd, San Rafael CA
7. 120 Redwood Ave., San Rafael CA

Clarifications resulting from questions or issues brought forward during site visits will be emailed to all interested bidders and/or posted on the County Purchasing website prior to end of business day on **Friday, September 17, 2021**.

#### **1.4 Submission of Proposal**

Sealed written bid proposals shall be received at the:  
County of Marin, Procurement Division, 3501 Civic Center Drive, Rm 304, San Rafael, CA 94903

No later than **2:00 PM PST– Wednesday, September 29, 2021**.

Proposals received at 2:01 p.m. or later shall be considered unresponsive and will be returned unopened.

Contractors are required to submit written proposals, in ink, on the County of Marin forms included with this proposal package. **Please provide three (3) copies of the proposal, one original and two copies (referenced as such)**. Only complete proposal packages submitted shall be considered.

#### **1.5 Responsible Parties**

Representing the County of Marin in all matters regarding submission of the Request for Proposal package shall be Procurement Division.

Questions regarding any portion of this bid package shall be submitted in writing or via e-mail to **Procurement - [procurement@marincounty.org](mailto:procurement@marincounty.org)** . Questions must be received on or before 5:00 PM PST Wednesday, **September 15, 2021**. Answers and clarifications will be sent to job interested bidders and/or posted on the County of Marin Contracting Opportunities website on or before Friday, **September 17, 2021**.

No telephone questions will be accepted or considered. Contractors should refer to the specific RFP page, paragraph and/or section when sending inquiries.

#### **1.6 Withdrawal of Proposal**

No bids submitted may be withdrawn within sixty (60) calendar days after the submittal deadline. Bids submitted prior to the submittal deadline may be withdrawn only by written request of the contractor.

#### **1.7 Performance Bond**

Upon execution of the contract, the successful proposer will be required to furnish a performance bond in an amount equal to the proposed bid amount. The guarantee shall be made to the County of Marin and shall be in the form of a certified check, money order, or surety bond. The security shall be forfeited to the County of Marin as liquidated damages if the contractor fails or neglects to furnish, execute or deliver the contract in accordance with the provided scope of work. Failure to furnish the bid guarantee may be cause for disqualification.

### **1.8 Addendum to the Request for Proposal**

Any changes, additions, deletions or clarifications to this proposal package, including the general/special provisions and specifications, shall be made by written addendum to the Request for Proposal. Such addendum shall be issued by the Procurement representative and will be made available to all attendees of the pre-bid conference. Addendums will be posted on the County of Marin public website. Addendum issued within five (5) calendar days of the bid opening date/time may be cause for extension of the bid to allow prospective contractor's sufficient time to prepare their bids.

### **1.9 Contract Term**

The initial contract term shall be one (1) year; commencing **November 1, 2021** and ending **October 31, 2022**, with an option to extend four (4) additional years, in one-year increments, by mutual consent of County and contractor.

### **1.10 Invoicing and Payment to Contractor**

Invoices shall be submitted on a monthly basis. Payments will be made within 30 calendar days of invoice receipt. The County shall pay 100% of the value of service *satisfactorily* completed.

#### **Invoices shall be submitted to the following address:**

County of Marin - Building Maintenance  
PO Box 4186, San Rafael, CA 94903

### **1.11 Taxes**

Contractor shall calculate payment for all taxes imposed by local, city, state or federal law, and shall include such expenses in the total contract price.

### **1.12 Working Hours**

The contractor shall provide janitorial maintenance services according to mutually agreed schedule. The vendor must be able to provide services per schedule. This schedule may change as directed by County of Marin Building Maintenance Team.

### **1.13 Change Orders**

The County of Marin may at any time, without notice to any sureties, by written change order, make any change in the work specified in the resulting Purchase Order or general services agreement, including but not limited to changes:

- 1)** In the general/special provisions and terms and conditions of the Purchase Order or Agreement.
- 2)** In the written specification (incl. Drawings).

**No Order, Statement or Conduct, Written or Oral, shall be treated as a Change Order unless in writing and signed by both the County of Marin and Contractor.**

### **1.14 Pricing**



Prices quoted shall be firm and fixed through the first (1st) year of the term. The County requires a thirty (30) day notice before a price increase with documentation justifying the increase. If the County elects to bid out again, a sixty (60) day notice will be given. When applicable, total amount quoted shall be F.O.B. County of Marin, including all freight and/or delivery charges and applicable taxes for the delivery location.

### **1.15 Award of Proposal**

Award of contract, if awarded, shall be made by the County of Marin to the contractor who offers the most advantageous proposal after consideration of all evaluation criteria specified herein. Award will NOT be based strictly upon lowest price. An Evaluation Committee will be established by County of Marin Building Maintenance Division to evaluate all received proposals in accordance with the evaluation criteria. The County of Marin reserves the right to establish weight factors for application to the criteria based upon level of importance deemed appropriate by requesting parties. Weight factors and evaluation scores will not be available until after award of contract. In addition to the Board of Supervisor approval, an official General Services Agreement shall indicate award of proposal. A contract will be drawn up for the County of Marin and the contractor to sign. All other bidders will be notified. The County of Marin reserves the right to award in the best interest of the County, to reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

### **1.16 Statement of Experience and Qualifications**

The successful contractor may be required, upon request of the Purchasing Agent, to prove that they have the skills and experience and that they have the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time. This includes demonstration of Integrated Pest Management (IPM) and water management qualifications and capabilities.

### **1.17 References**

The contractor shall provide a minimum of three (3) references from projects of similar scope and size within the last three years using the "References" form on Page 50 Information provided shall include:

- a. Client name
- b. Project description
- c. Project dates (starting and ending)
- d. Technical environment
- e. Client project manager name and telephone number

### **1.18 Permits and Licenses**

The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the lawful prosecution of the work.

### **1.19 Subcontractors**

(a) Each portion of the work shall be performed by an organization experienced to do work in that particular field and no portion of the work shall be reserved by the contractor to perform unless the contractor is equipped and experienced to handle it properly. Each proposal shall include a complete list of subcontractors proposed for each portion of the work.

(b) No portion of contracts or subcontracts shall be assigned, transferred or sublet without the consent of the County.

(c) If the contractor fails to specify a subcontractor for any portion of the work, they shall be deemed to have agreed to perform such portion themselves. They shall not be permitted to subcontract that portion of the work except in cases of public emergency or necessity and then only after the finding of the awarding authority has been publicly recorded.

### **1.20 Materials**

Contractor shall provide all materials, tools, equipment, and transportation as needed for the proper execution of requested services.

### **1.21 Workmanship**

All work shall be performed to the highest standards of the industry. The contractor shall provide an experienced supervisor who shall oversee and be responsible for the quality of work.

### **1.22 Liquidated Damages**

An authorized management representative of the County of Marin Building Maintenance Division shall insure that all services are provided in a timely professional manner as required by these specifications. Such authorized management representative shall notify the contractor of all discrepancies and request contractor to respond in a specified time to correct discrepancies. Failure by the contractor to respond to correct a discrepancy shall be cause for a pro-rate deduction from the monthly invoice. ***There is an expectation that all corrective measures should be completed within a two-week period. Failure to make corrections will result in deductions from monthly payment.***

When the contractor fails to respond to either a verbal or written request to correct discrepancies to be corrected within a specific time limit established, an "outside" contractor or County employee(s) may be requested and dispatched to the site to provide the required services or corrective work in accordance with instructions furnished by the authorized management representative. The contractor who failed to respond shall incur the total cost per the "outside" contractor's invoice or the total hourly cost, including benefits, of the County employee(s).

Alternately, liquidated damages in the amount of one hundred dollars (\$100.00) for each and every day that the contractor fails to perform may be assessed to cover damages sustained by the County by reason of such failure. Such amount(s) shall be deducted from the contractor's monthly invoice. Additionally, the County reserves the right to withhold from any monthly

payment due sufficient funds to discharge any delinquent accounts owed by the contractor resulting from work under this contract.

### **1.23 Assignment and Subcontracting**

The contractor shall have no right, authority or power to sell, mortgage, or assign the resulting Purchase Order or agreement, or any interest herein, nor any right, power of authority to allow, or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted there under for any purpose whatsoever without the prior written consent of the County of Marin. Neither the Purchase Order or General Service Agreement, nor any interest created thereby, shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim there under to any other party or parties, except as expressly authorized by the County of Marin.

### **1.24 Indemnification**

Contractor agrees to release, indemnify, hold harmless, and defend County, its officers, agents and employees from and against any and all claims, demands, liability, lawsuits or other action for damage or injury to persons or property arising out of or in any way connected with the contractor's operations under this agreement, or the performance of this agreement by contractor or its officers, employees, partners, directors, or agents.

### **1.25 Insurance**

Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. **The County of Marin**, shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work and said certificate with endorsement shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

Nothing herein shall be construed as a limitation of contractor's liability, and County agrees to timely notify contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the contractor for any services provided during any time that insurance was not in effect and until such time as the contractor provides adequate evidence that contractor has obtained the required coverage.

### **1.26 Worker's Compensation**

Contractor acknowledges that it is aware of the provisions of the Labor code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If contractor has employees, a copy of the certificates evidencing such insurance shall be provided to county prior to commencement of work.

### **1.27 Nondiscriminatory Employment**

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that contractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances

### **1.28 Conformity with Law and Safety**

A. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

B. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, contractor shall immediately notify the County by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- 1)** Name and address of the injured or deceased person, and
- 2)** Name and address of contractor's subcontractor (if any), and
- 3)** Name and address of contractor's Liability Insurance Carrier, and
- 4)** A detailed description of accident and whether any of County's equipment, tools, or material were involved.

### **1.29 Attorneys Fees**

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

### **1.30 Right to Audit**

County shall have the right of audit and inspection of the contractor's business records at any time during the term of this agreement. Contractor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

### **1.31 Nuclear Free Zone**

The County of Marin is a Nuclear Free Zone in which work on nuclear weapons and/or the storage of transportation of weapons, related components, and nuclear material is prohibited or restricted. Further, the County of Marin is prohibited or restricted from contracting for services or products with, or investing County funds in, any Nuclear Weapons Contractor.

### **1.32 Governing Laws**

This Request for Proposal and the resulting purchase order shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California.

### **1.33 Termination for Default**

If the contractor fails or refuses to prosecute the work, or any separable part therefore, as to insure that the services specified will not be completed and/or delivered within the time specified in the Bid Documents, General Service agreement or Purchase Order, the County of Marin, may by written notice to the contractor, terminate its right to proceed with the work or such part of the work as to which there has been a delay. The contractor and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the contractor's failure or refusal to complete/deliver the items within the specified time.

### **1.34 Termination for Convenience**

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.

**2. Termination for non-performance:** The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:

- a. Repeated failure to respond within requested time-frame
- b. Failure to perform services when promised or expected
- c. Inability to reach contractor contact; lack of customer service
- d. Failure to abide by Marin County IPM Ordinance & Policy

**1.35 Independent Contractor**

The contractor agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The vendor is an independent solely responsible for contractor's acts. The resulting Purchase Order shall not be construed as an agreement for employment with the County.

**1.36 Supplemental and Additional Work**

Supplemental and Additional work not covered by this contract may be required at the listed facilities. Upon request from County's Representative, contractor shall furnish an estimate based on time, materials, equipment time, and mileage. County's Representative may, when necessary, issue to the contractor notice to perform additional and supplemental work. Upon receipt of said notice, contractor shall commence work within twenty-four (24) hours unless otherwise instructed by County Representative. Nothing in this contract shall preclude County's option to obtain estimates, labor and/or services from any other contractor for additional and supplemental work described herein.

Contractor will include an itemized invoice for any additional and supplement work required in this regular monthly statement. Such invoice shall include: date(s) and location of work, total hours for each class of workmen required, equipment time, material cost, contractor's material mark-up, mileage, and date of authorization to proceed. Upon receipt of said invoice for additional and supplemental work performed, County shall process charges and include additional payment with its regular monthly payment.

**1.37 Non-Appropriation of Funds**

The County of Marin warrants that it has funds available to remit payments on the resulting County Agreement at the time this RFP is awarded. Should appropriated funds during the term of the Agreement become unavailable for the purpose of this award, the County may cancel the agreement by providing the contractor with written notice. Such notice shall release both the County and contractor from all obligations under the terms and conditions of this request for proposal and any resulting agreement, and contractor shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

### **1.38 Cooperative Agreement**

School Districts, special districts or other governmental units in the County of Marin shall be capable of purchasing the items specified on this Request for Proposal. The contractor shall provide firm fixed pricing for all items or services, as specified herein, and allow the agencies described herein to purchase said goods or services at any time during the effective period of the resulting County of Marin purchase order.

### **1.39 Living Wage**

This contract is subject to the County of Marin Living Wage Ordinance. The Ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in Section 2.50.030(F). Contractor specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, contractor shall make available for audit its books and records relating to the service contract, as well as the books and records of its subcontractors, and contractor will make available employees so that the County can interview such employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.

[www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance](http://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance)

### **1.40 Force Majeure**

Time extension for delay may be allowed the contractor by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the contractor and without fault or negligence of the contractor, including but not restricted to such causes as the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of god, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the contractor and supplier.

### **1.41 Debarment and Suspension Certification**

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and

- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, please attach explanation on separate sheet of paper.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of the Certification.

#### **1.42 Prevailing Wage Monitoring**

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a public works project (Submitted on or after 3/1/2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 [(a)]).

No contractor or subcontractor may be awarded a contract for public work on a public works project (award on or after 4/1/2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.



## RFP TIMELINE

This section of the RFP contains the anticipated schedule of procurement events as well as the conditions governing the procurement.

### A. SCHEDULE OF EVENTS

The County will make every effort to adhere to the following anticipated schedule:

EVENT	TARGET COMPLETION TIMEFRAME
Issue of RFP# 2803	August 27, 2021
Pre-Proposal Site Visits/Walk Throughs	September 8, 2021 @ 9:30 AM PST
Deadline to Submit Written Questions	September 15, 2021
Response to Written Questions	September 17, 2021
Addenda	If Necessary
Proposals Due	September 29, 2021 @ 2:00 PM PST
Issue Notice of Intent to Award	Before October 6, 2021
BOS Approval	If Necessary
Begin Initial Contract Term	November 1, 2021

### B. POINT OF CONTACT

The County has a designated Procurement Representative responsible for conducting this Procurement whose name, address and e-mail address are listed below:

Marin County Procurement Division  
3501 Civic Center Drive, Room 304  
San Rafael, CA 94903  
E-mail: [Procurement@marincounty.org](mailto:Procurement@marincounty.org)

Any inquiries or request regarding this procurement should be submitted to the Procurement Representative in writing.

**Proposers may contact ONLY the Procurement Division regarding this RFP.**

### C. EXPLANATION OF EVENTS

#### 1) Issue of RFP

This RFP is being issued by the Marin County Procurement Department. Copies of this RFP including supporting documents may be obtained from:

<https://www.marincounty.org/depts/pw/bids-and-proposals>

## **2) Pre-Proposal Site Visits**

The purpose of this conference and site inspection is to acquaint prospective proposers with all existing conditions, which could materially affect the cost of the proposal. The County considers attendance at this Pre-Proposal meeting and Site Inspection vital to the preparation of a competitive and cost-effective proposal, and to the understanding of the total result desired by the County.

**Proposers who do not attend the Pre-Proposal meeting will be unable to enter a proposal.**

**Location:** 3240 Kerner Blvd. San Rafael, CA 94901

**Date:** Wednesday – September 8, 2021

**Time:** 9:30 AM PST

We will meet promptly at 9:30 AM PST in the lobby at the Marin County Health and Wellness Center, located at 3240 Kerner Blvd. San Rafael, CA 94901. Proposers should allow 3 hours to complete the job sites walkthrough. The County strongly encourages each interested party to visit sites to ascertain the extent of work necessary to properly conduct services.

### **LOCATIONS:**

1. 3230 Kerner Blvd., San Rafael CA
2. 3240 Kerner Blvd., San Rafael CA
3. 3250 Kerner Blvd., San Rafael CA
4. 3270 Kerner Blvd., San Rafael CA
5. 10 North San Pedro Rd, San Rafael CA
6. 20 North San Pedro Rd, San Rafael CA
7. 120 Redwood Ave., San Rafael CA

Clarifications resulting from questions or issues brought forward during site visits will be emailed to all interested bidders and/or posted on the County Purchasing website prior to end of business day on **Friday, September 17, 2021.**

## **3) Deadline to Submit Written Questions**

Submit all written questions via email by **September 15, 2021** to Procurement@marincounty.org. Questions submitted in any other manner or format will not be responded to.

## **4) Response to Written Questions**

Answers to all written questions received by the deadline will be posted on the County of Marin website at: <https://www.marincounty.org/depts/pw/bids-and-proposals> no later than **Friday, September 17, 2021 by 5:00 PM PST.**

**5) Addenda**

Any additions, deletions or material changes to this bid package shall result in the issuance of an addendum. Addendums will be sent to known prospective bidders and posted on the County of Marin website.

Addenda issued within five (5) calendar days of the bid opening may be cause for extension of the bid deadline.

Additional written questions must be received by the Procurement Representative no later than two (2) days after the addendum is posted. Answers to such questions will be posted on the County of Marin website at:

<https://www.marincounty.org/depts/pw/bids-and-proposals>.

Thereafter, the County does not guarantee a response. The County, however, reserves the right to post additional addenda until the RFP closing date and time.

**6) Proposals Due**

Proposals must be received no later than 2:00 PM PST on **Wednesday, September 29, 2021**. Proposals must be addressed to and received at the place listed below. All received proposals will be time stamped.

- a. Marin County Procurement Division
- b. RFP# 2803 Janitorial Floor Maintenance Services (HHS locations) – DO NOT OPEN
- c. County of Marin Procurement Department
- d. 3501 Civic Center Drive, Room 304, San Rafael, CA 94903

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to an RFP. Label the outside of the package: RFP #2803 – Janitorial Floor Maintenance Services (HHS locations) DO NOT OPEN.

Proposals will be considered late when the official Marin County Procurement Office time clock reads **2:01 PM PST, on September 29, 2021**. Proposals received after this deadline will not be opened or considered regardless of postmark date and will be returned to the vendor unopened.

**7) Issue Notice of Intent to Award**

Pursuant to the completion of the final negotiations, the Procurement Representative will issue a Notice of Intent to Award a contract and notify all Proposers.

## SPECIAL PROVISIONS

### 2.1 SECURITY CHECK

**ALL members of the contractor's work force assigned to the job must register at the Marin County Sheriff's Office. Background security checks (to include Live Scan) will be made by this office. Employees not having a clear record will not be permitted on the job. Contractor will not allow anyone except assigned staff to enter County facilities under any circumstances.**

**CONTRACTOR acknowledges that COUNTY may, from time to time, seek further information regarding CONTRACTOR staff and agrees to fully cooperate in any such request for subsequent information.**

### 2.2 Employee Appearance, Contractor Identification

Contractor's employees, while on the premises, shall present a neat, clean appearance. Contractor's vehicle shall bear the contractor's name and insignia.

### 2.3 Frequency Schedules

The *minimum* performance of work required at each location is detailed in the Scope of Work. It may sometimes be necessary to perform some tasks at closer frequencies in order to provide maintenance in accordance with the specifications.

### 2.4 Background/History/Experience and Qualifications

The successful contractor shall be skilled and regularly engaged in **the general class or type of work called for under the proposal**, have sufficient capital and facilities to enable contractor to complete the work successfully and properly, and to complete it within the time specified in accordance with the frequency charts within in these specifications. **Contractor must provide a company profile** as part of the bid document. The following information should be included as: **"Background, History, Experience and Qualifications"** and be submitted as part of the bid package.

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation;
- b. Location of the company offices;
- c. Location of the office servicing any California account(s);
- d. Number of employees both locally and nationally;
- e. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP, as well as emergency contact information;
- f. Proof of Company Bond covering company and all employees;
- g. Certifications or recognitions

Contractor must include a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the contractor or in which the contractor has been judged guilty or liable. Failure to comply with

the terms of this provision will disqualify any proposal. The County reserves the right to reject any proposal based upon the contractor's prior history with the County of Marin or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Contractor shall include the number of years they have provided similar year-round Janitorial Maintenance Services. To determine the degree of responsibility to be credited to the contractor, the County of Marin will weigh any evidence that the contractor has performed satisfactorily, other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress.

## **2.5 Award Evaluation Criteria**

Evaluation criteria will be used to evaluate all proposals that are received.

The Evaluation Committee may also contact and evaluate the proposer's and subcontractor's references; contact any Proposer to clarify any response, contact any current users of a proposer's product and services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin. The County may reject any and all proposals, make multiple awards, or waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at County of Marin's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, County of Marin will not disclose information derived from proposals submitted by competing Proposers.

**END OF SPECIAL PROVISIONS**

## SCOPE OF WORK

Vendors proposed price shall include all labor, materials, tools, equipment, transportation and services as required. The work covered under this RFP includes the year-round janitorial services not limited to the following:

**Note: Specific cleaning days subject to change.**

### Locations and Square Footage

<u>LOCATION</u>	<u>SQ FOOTAGE</u>	<u>% Tile</u>	<u>% Carpet</u>	<u>5 Day*</u>	<u>2 Day**</u>
10 North San Pedro	25,183 sq. ft.	0%	100%	15%	85%
20 North San Pedro	25,183 sq. ft.	0%	100%	15%	85%
120 North Redwood Drive	51,278 sq. ft.	20%	80%	20%	80%
3250 Kerner, San Rafael	17,759 sq. ft.	5%	95%	10%	90%
3240 Kerner, San Rafael	18,136 sq. ft.	10%	90%	50%	50%
3230 Kerner, San Rafael	6,655 sq. ft.	5%	95%	10%	90%
3270 Kerner, San Rafael	12,544 sq. ft.	5%	95%	25%	75%

**\*5 Day a Week refers to Public Areas**

**\*2 Day a Week refers to Private/Staff Only Areas**

**Services provided Monday, Tuesday, Wednesday, Thursday, Friday; 5 times weekly:**

1. Vacuum all public area's including but not limited to lobbies, public hallways, interview rooms, consult/visit rooms and all conference rooms.
2. Sweep all tile floors in public areas including but not limited to clinic galleys, lobbies, public hallways, all conference rooms, exam rooms and laboratories.
3. Check all public floor areas and spot mop tile floors, and spot clean carpets if needed.
4. Wet mop tile floors in break rooms.

**Services provided Wednesday and Friday; 2 times weekly:**

1. Vacuum all private office spaces and stairwells.
2. Sweep all tile floors in offices, break rooms, utility galleys, lobbies, hallways, stairwells and elevators.
3. Check private area floors and spot mop tile floor and spot clean carpets, as needed.
4. Wet mop tile floors in exam rooms, laboratories, utility and kitchen galleys, public lobbies, public hallways, stairwells and elevators.

**Services provided every other Friday; bimonthly.**

1. Wet mop tile floors in private office spaces and stairwells.

**Services provided semi-annually:**

1. Shampoo carpets using Extraction Method (Shall be done on a Friday night, to allow complete drying prior to Monday).
2. Strip and wax tile areas

*\*contractor must provide six month schedule of the semi-monthly activities\**

**Green Products:**

All products used by contractor in all County facilities must be environmentally safe and meet Green or L.E.E.D. Standards. Rubber floors to be mopped / polished per manufacturers suggested maintenance guide. It is the responsibility of the Contractor to know what cleaning products are appropriate for use on specific surfaces.

**Office Hours are as Follows:**

Contractor will be required to work with County Staff to arrange cleaning in all facilities to avoid interrupting any scheduled evening or weekend clinics or events.

Regular business hours for Health and Human Services locations is 8:00 a.m. to 5:00 p.m.

Monday through Friday, however some evening clinics and evening/weekend conferences or trainings may be scheduled as mentioned above.

Buildings are secured on weekends and holidays designated by the Board of Supervisors.

These holidays are those associated with:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- New Years Day
- Martin Luther King Jr. Day
- Washington's Birthday
- Memorial Day

\*Designated areas may be stripped and waxed during daylight hours on the days buildings are secured. To access contact the Department of Public Works.

**Data Processing Areas**

The entire room must be vacuumed. The entire floor must be thoroughly cleaned with a damp mop. Non-conducting handles should be used to minimize the possibility of an electrical accident. Under no circumstances can sweeping or the use of dust cloths or dry mops be

tolerated in these areas. No waxing should be done on raised floor. Office areas in Data Processing should be waxed in accordance with the scope of work.

**\*SMOKING IS PROHIBITED IN ALL LOCATIONS\***

**Lights and Security**

All spaces must be locked, and lights turned off upon completion of cleaning an area.

Security systems must be activated when exiting the building. Please note: Police citation fee for false alarm triggered by janitorial staff shall be paid by the County of Marin Building Maintenance and be reimbursed in full by the janitorial company.

**Keys**

All keys required will be furnished by the County to designated contractor's employee on custody receipt and shall be returned to the County upon demand. Any loss of keys must be reported to the County's Contract Representative immediately. Any costs related to lost keys not limited to repining of locks, replacing of locks, rekeying of locks, etc. will be the responsibility of the contractor and fees incurred will be reimbursed to the County of Marin. Keys are to be made only by the County. Restricted areas may vary from time to time and will be handled per County instructions.

Proof of key duplication by the contractor or any of its personnel may be cause for cancellation of this contract.

**Contractor Supervision**

It is required by the County that the contractor provides: 1) a qualified supervisor on the job during all cleaning operations; and 2) crews qualified to perform the assigned work.

**Contractor's Storage Area**

County will assign areas for contractor to store materials and equipment used on the job. Safe, neat, and clean housekeeping of these areas will be the contractor's responsibility. Contractor will also be required to furnish and maintain tools, carts, machines, and materials (professional type) necessary to perform under this contract. All carts must be equipped with rubber rollers or equivalent. Inspections of storage area, tools, carts and machines, will be performed by the County.

**Emergency Contact**

A 24-hour emergency contact number must be provided to County of Main Building Maintenance in the event of an emergency. In case of an emergency clean up, janitorial staff is required to respond within two hours of a call.

Management is required to provide a designated contact (phone number and email address) for any and all communication purposes.

**END OF SCOPE OF WORK**



## EVALUATION

### A. **FACTORS**

The evaluation committee will review, and rate proposals based upon the criteria set forth. All criteria including the respected assigned points are listed below and will be used in the evaluation of submitted proposals. The expectation is for proposals to provide clear, concise information in sufficient detail to allow an evaluation on the following:

<b>EVALUATION CRITERIA</b>	
Company’s Background (size, structure of firm), History and Experience in performance of comparable work.	15 possible points
Qualifications of personnel and assigned supervisors, including number of years of recent Janitorial Service experience.	15 possible points
References	15 possible points
Contractor’s demonstrated competence	15 possible points
Proposal submission – quality and completeness relative to the description given in the RFP	15 possible points
Contractor’s concept and understanding of the County of Marin’s goals and intent for the maintenance of the H&HS County properties, including but not limited to, adherence to the Living Wage Ordinance and IPM Ordinance & Policy.	15 possible points
Contractor’s concept & understanding of the kinds and degree of security required (safeguarding classified matter) & safety rules regarding employment restrictions, working hours, hazardous conditions, smoking, etc.	15 possible points
Offer Price	15 possible points

Proposal submissions will be evaluated subjectively based on the solution proposed and overall best value to the County, including an evaluation of how well it matches Proposer’s understanding of the County’s needs described in this Solicitation, the Proposer’s assumptions and the value of the proposed solution.

#### **Release of Information**

No information, other than what is provided in the RFP, will be released until an award become final. We will send out a notice of intent to award indicating that the evaluation committee is making an award recommendation to the Board of Supervisors.

## ATTACHMENT A – PRICING SHEET/FEE SCHEDULE

Please complete the following for the locations listed below:

1. Number of personnel by classification
2. Hourly time per classification

### 1. BLDG. 3230 KERNER BLVD., SAN RAFAEL

Janitors/Janitresses \_\_\_\_\_ Hours per week \_\_\_\_\_  
Wax/Buff/Strip Personnel \_\_\_\_\_ Hours per month \_\_\_\_\_  
Supervisor \_\_\_\_\_ Hours per week \_\_\_\_\_

### 2. BLDG. 3240 KERNER BLVD., SAN RAFAEL

Janitors/Janitresses \_\_\_\_\_ Hours per week \_\_\_\_\_  
Wax/Buff/Strip Personnel \_\_\_\_\_ Hours per month \_\_\_\_\_  
Supervisor \_\_\_\_\_ Hours per week \_\_\_\_\_

### 3. BLDG. 3250 KERNER BLVD., SAN RAFAEL

Janitors/Janitresses \_\_\_\_\_ Hours per week \_\_\_\_\_  
Wax/Buff/Strip Personnel \_\_\_\_\_ Hours per month \_\_\_\_\_  
Supervisor \_\_\_\_\_ Hours per week \_\_\_\_\_

### 4. BLDG. 3270 KERNER BLVD., SAN RAFAEL

Janitors/Janitresses \_\_\_\_\_ Hours per week \_\_\_\_\_  
Wax/Buff/Strip Personnel \_\_\_\_\_ Hours per month \_\_\_\_\_  
Supervisor \_\_\_\_\_ Hours per week \_\_\_\_\_

### 5. BLDG. 10 NORTH SAN PETRO RD., SAN RAFAEL

Janitors/Janitresses \_\_\_\_\_ Hours per week \_\_\_\_\_  
Wax/Buff/Strip Personnel \_\_\_\_\_ Hours per month \_\_\_\_\_  
Supervisor \_\_\_\_\_ Hours per week \_\_\_\_\_

**6. BLDG. 20 NORTH SAN PETRO RD., SAN RAFAEL**

Janitors/Janitresses \_\_\_\_\_ Hours per week \_\_\_\_\_

Wax/Buff/Strip Personnel \_\_\_\_\_ Hours per month \_\_\_\_\_

Supervisor \_\_\_\_\_ Hours per week \_\_\_\_\_

**7. BLDG. 120 REDWOOD AVE., SAN RAFAEL, CA**

Janitors/Janitresses \_\_\_\_\_ Hours per week \_\_\_\_\_

Wax/Buff/Strip Personnel \_\_\_\_\_ Hours per month \_\_\_\_\_

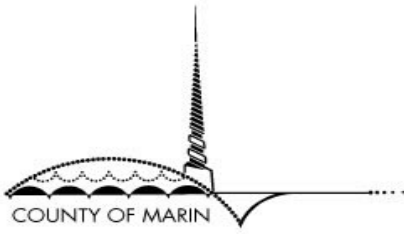
Supervisor \_\_\_\_\_ Hours per week \_\_\_\_\_

## ATTACHMENT B – BID SCHEDULE/ COST PROPOSAL

<u>LOCATION</u>	<u>COST PER MONTH</u>
Building – 3230 Kerner	\$ _____
Building – 3240 Kerner	\$ _____
Building – 3250 Kerner	\$ _____
Building – 3270 Kerner	\$ _____
Building – 10 North San Pedro	\$ _____
Building – 20 North San Pedro	\$ _____
Building – 120 Redwood	\$ _____
<b>MONTHLY TOTAL</b>	<b>\$ _____</b>
<b>ANNUAL TOTAL</b>	<b>\$ _____</b>

## **ATTACHMENT C – MONTHLY REPORTING**

This report will be the responsibility of the Successful Contractor to supply the Building and Maintenance Manager with a schedule outlining who, when, and where (dates, times, buildings) shampooing, and stripping & waxing services will be performed. Failure to communicate with contract manager will result in contract termination.



## ATTACHMENT D – CONFIDENTIALITY STATEMENT

### Confidentiality Statement

I understand that this office provides health, mental health, public benefits and social services, and that I have no authorization to obtain access to client/patient information in any form.

If, in the course of my routine duties, I do see or hear any information about a current or former patient in this office, I understand that this information is to be treated as private and confidential, including the fact that a person has visited this office or receives ( or previously received) services through this office.

The privacy and confidentiality of our clients/patients are protected under the Ethics Codes of the mental health professionals who work here; state laws and regulations; and Federal HIPAA Regulations.

#### **CONFIDENTIALITY AGREEMENT:**

I hereby acknowledge, by my signature below, that I understand that any, client/patient information which I see or hear is considered private and confidential. I understand that confidentiality must be maintained whether the information is stored on paper or on computer, or communicated orally or through any other means.

I understand that I am not authorized to seek or deliberately obtain access to patient information. I also understand that employee information of a private or sensitive nature must also be treated as confidential, including employment records, job evaluations, etc. I have been informed that it would be illegal for me to access computerized client/patient or employee information without authorization of my supervisor.

I understand that unauthorized disclosure of client/patient information, or any other confidential or proprietary information from this office, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate dismissal from employment or termination of my contracted arrangement.

I understand that this duty of confidentiality and non-disclosure will continue to apply even after I am no longer working for this office.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print) \_\_\_\_\_

\*\*\*\*\*End of Confidentiality Statement\*\*\*\*\*

## ATTACHMENT E - OFFER

### OFFER

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN 90 CALENDAR DAYS FROM DATE OF OPENING, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT WITHIN THE TIME SPECIFIED. DISCOUNTS WILL NOT BE CONSIDERED IN THE EVALUATION OF ANY QUOTATION, UNLESS OTHERWISE STATED IN THIS INVITATION.

#### REPRESENTATIONS AND CERTIFICATIONS

BIDDER CERTIFIES THAT THEY ARE: \_\_\_\_\_ AN INDIVIDUAL  
\_\_\_\_\_ A PARTNERSHIP  
\_\_\_\_\_ A CORPORATION

INCORPORATED IN THE STATE OF \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Website: \_\_\_\_\_

#### **SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:**

**X** \_\_\_\_\_

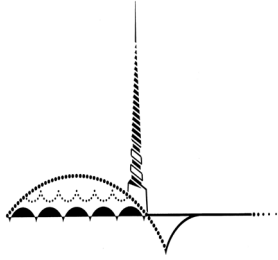
PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

## ATTACHMENT F - LOCAL BUSINESS PREFERENCE CERTIFICATION



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which contract with and sell services and supplies to the county. To qualify for the preference, all respondents must certify they meet the definition of local business.

Please initial which apply to your business and describe below:

1. \_\_\_\_\_ has its principal place of business in Marin County; or

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_ has a business license issued in Marin County for a period of six months prior to any claim of preference; or

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications.

Upon request, Proposer agrees to provide additional information to substantiate this certification.

Proposer certifies information provided is true and accurate under penalty of perjury.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone Number

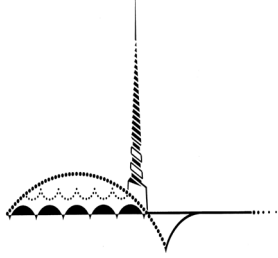
\_\_\_\_\_  
Title

\_\_\_\_\_  
E\*Mail

Complete Form **ONLY** if applicable



## ATTACHMENT G - WORKFORCE BIDDERS PREFERENCE CERTIFICATION



Pursuant to Chapter 2.50.070 – Bidding Preference. There shall be a 5% bidding preference to contractors who certify that at least 50% of the workforce under the service contract will be Marin County Residents.

**All** respondents must certify and describe that their business employs at least 50% of the workforce under the service contract **at the time of this solicitation** are Marin County residents as defined below: “Employee” means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter.

Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing “counseling,” then only those employees providing that counseling are affected.

Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in county facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

Employee does not include an individual who is: (1) A worker classified as a student trainee, or intern working through an approved state or academic program or working towards state licensure or a professional accreditation sanctioned by a public entity or recognized licensure agency; (2) nor does it include anyone, regardless of age, who is providing services to earn academic credit or as part of a formal government approved, time-specific training program (e.g., Marin conservation corps trainees); and (3) employee also does not include a person providing volunteer services.

Describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Marin Workforce Bidders Preference Certification form must be completed and returned with your bid/proposal response if you are claiming the 5% bidding preference. Upon request, proposer agrees to provide additional information to substantiate this certification.

Proposer certifies information provided is true and accurate under penalty of perjury.

Firm Name	
Business Address	City, State, Zip Code
Signature of Authorized Representative	Contact Number
Title	E*Mail Address

**Complete Form ONLY if applicable**

## ATTACHMENT H - CONTRACTOR'S DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name & Title

**\*\*REQUIRED FORM\*\***

## ATTACHMENT I - SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The Subcontractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person including subcontractors associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name & Title

**ATTACHMENT J - NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

State of California )  
County of \_\_\_\_\_) ss.

To the COUNTY of MARIN

\_\_\_\_\_, being first duly sworn, deposes and says that he or she

is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Note: The above Non-collusion Affidavit is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

\_\_\_\_\_  
Printed Name of Document Signer

\_\_\_\_\_  
Signature of Document Signer

**\*\*REQUIRED FORM\*\***

## ATTACHMENT K – COUNTY OF MARIN – GENERAL PROVISIONS

The issuance of this RFP constitutes only an invitation to present responses. This RFP is in no way an agreement, obligation, or contract between County and any Proposer. The County reserves the right, at its sole discretion, to determine whether any aspect of a response satisfactorily meets the criteria established in the RFP. The County reserves the right to seek additional information and/or clarification from the Proposer, the right to confer with any Proposer submitting a response and the right to reject any or all responses with or without cause. To reach a decision concerning the most qualified applicant, the County reserves the right to evaluate all factors it deems appropriate, whether such factors have been stated in the RFP. If the RFP is withdrawn by the County for any reason, the County shall have no liability to any Proposer for any costs or expense incurred with the preparation of this RFP or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality. However, the County's waiver of an immaterial defect shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the objective if awarded the contract.

The County of Marin reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the County's sole judgment, best meets the requirements and the needs of the project.

### A. General Conditions

This procurement will be conducted in accordance with the County's procurement policy and procedures.

- 1) Acceptance of Conditions Governing the Procurement  
Signature on offer page indicates acceptance of all requirements, terms and conditions stated within this solicitation.
- 2) Guarantee of Proposal  
Responses to this RFP, including proposal prices, will be considered firm and fixed, for 90 days after the due date for receipt of proposal or 90 days after receipt of a best and final offer, if one is submitted.
- 3) Attorney Fees  
In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.
- 4) Cancellation of the Contract  
**Without** CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With** CAUSE, the County of Marin may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but

is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

5) Document Ownership

All documents, plans, drawings, specifications, schematics, blueprints, external computer media, thumb drives, reports and studies produced in association with this agreement shall become the exclusive property of the County of Marin.

6) Force Majeure

Time extension for delay may be allowed to the vendor by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the vendor and without fault or negligence of the vendor. The causes include but are not restricted to: the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of god, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the vendor and supplier.

7) Non-Obsolescence

Contractor shall provide compatible products, components and parts for a period of not less than twenty (20) years from award of contract. Compatible products are defined as products that are functionally compatible in terms of installation, use, and aesthetics. All such items shall be furnished under original contract pricing terms (including discount), not as custom order items.

8) Nuclear Free Zone

Pursuant to Chapter 23.12 of the Marin County Code, the County of Marin is a Nuclear Free Zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County of Marin is prohibited or from contracting for services or products with, or investing County funds in, any entity involved in the development, production or maintenance of Nuclear Weapons or Nuclear Weapon delivery systems.

9) Independent Contractor

The contractor/vendor agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The contractor is an independent solely responsible for contractor's acts. The resulting Professional Services Contract shall not be construed as an agreement for employment with the County.

10) Nondiscriminatory Employment

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected by law. Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and location statutes, regulations and ordinances.

11) Severability

If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

12) Minimums

There shall be no minimum order requirements.

13) Governing Laws

This RFP and any resulting agreement, contract and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations. All matters and subsequent contracts shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The Proposer agrees that all disputes arising out of or in connection with the Professional Services Contract and the underlying procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.

14) Non-Appropriations

The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.

15) Authority to Conduct Business in State

Proposer must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The Proposer must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.

16) Insurance

Proposer must carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The County also requires proof of motor vehicle and Worker's Compensation insurance. The full range of the County's insurance coverage requirements are detailed in the County of Marin's Requirements for Contractors, attached hereto as "Attachment N". It is strongly suggested that applying

entities be certain of the ability to secure this insurance and verification prior to submitting a proposal.

17) Public Record

The applications and other information submitted in response to this solicitation will become the property of the County upon submission and may be subject to the terms of the California Public Records Act, as required by law. Submitted applications will not be returned to the Proposers. By submitting an application, Proposer acknowledges and agrees as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that Proposer must clearly identify all proprietary information that is contained in the application submitted to the County, if Proposer claims that such information falls within one or more PRA exemptions; that Proposer must mark said proprietary information as "CONFIDENTIAL AND PROPRIETARY" and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the Proposer prior to such disclosure in the event of a PRA request; that Proposer is required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County's deadline for responding to the PRA request; that if Proposer fails to obtain such remedy within County's deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that Proposer shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney's fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by Proposer. After submission of the application and closing of the application period, no information other than what is outlined in this RFP will be released, until an award becomes final.



## **ATTACHMENT L – CALIFORNIA LABOR CODE 1060-1065 THE DISPLACED JANITOR OPPORTUNITY ACT**

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or 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 identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, 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 that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service

contract unless the successor contractor or successor subcontractor 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. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor 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. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this

chapter, the court shall award back pay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of back pay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1063.5. (a) This chapter shall apply to every contractor that provides food and beverage services at a publicly owned entertainment venue.

(b) For purposes of this chapter, and in addition to the definitions specified in Section 1060, the following terms shall also have the following meanings:

(1) "Awarding authority" means any person that awards or otherwise enters into contracts for food and beverage services at a publicly owned entertainment venue.

(2) "Contractor" means any person that employs an individual to provide food and beverage services at a publicly owned entertainment venue.

(3) "Employee" means any person employed to provide food and beverage services at a publicly owned entertainment venue.

(4) "Publicly owned entertainment venue" means a venue that meets all of the following:

(A) Has been in operation for 15 years or more.

(B) Is located in a zone designated under Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(C) Hosts concerts, shows, or sporting events on a noncontinuous basis.

(c) This section shall remain in effect only until December 31, 2014, and as of that date is repealed.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

**ATTACHMENT M – REQUIREMENTS FOR CONTRACTORS**

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**COUNTY OF MARIN  
REQUIREMENTS FOR CONTRACTORS**

**1. LICENSES**

All Contractors and their Subcontractors shall be licensed at the time of the bid date by the Contractors State License Board of the State of California to perform the work, if such work lawfully requires such licensing.

**2. TAXES**

Contractors shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.

**3. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS**

A contractor or subcontractor may not be qualified to bid on or be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor must comply with all applicable California Labor Code provisions and related regulations, including, but not limited to the following: Labor Code Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815; Title 8, Division 1, Chapter 8, Subchapter 4.5 of the California Code of Regulations (8 CCR 16451 et seq.).

This project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code, as well as the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**If initialed by the County of Marin (the “County”) representative, the above paragraph has been determined by the County to be inapplicable on the basis that the services to be provided under this contract do not require registration with the California Department of Industrial Relations pursuant to Labor Code Section 1771.1(a). It is the Contractor’s responsibility to correct this determination if it believes the conclusion to be inaccurate.**

**4. PAYING OF PREVAILING WAGE RATES**

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Marin County where the work is to be done have been determined by the Director of the California Department of Industrial Relations. The General Prevailing Wage Rates are available at the Department of Public Works, and are also available at the State of California Division of Labor Statistics and research web site at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended the Contractor and each of their Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or their authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

The contractor or subcontractor shall, as a penalty to the County of Marin, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation Labor Code Section 1813 et seq.

**5. INDEMNIFICATION**

To the maximum extent allowed by law and consistent with Civil Code Section 2782, Contractor shall effectively defend, indemnify, and hold harmless the County of Marin ("County"), their officers, agents, and employees, from any liability as a consequence of any willful act or negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold harmless County, their officers, agents, and employees from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public. The duty to defend shall include, but is not limited to, the payment of court costs, expert witness fees, and attorney's fees (whether or not handled "in-house" by the County) and shall further include attorney's fees for separate counsel if there exists an actual or potential conflict between County and Contractor.

Consistent with Civil Code Section 2782, this provision does not impose upon Contractor liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole negligence, or willful misconduct of the County or their agents, servants, or independent contractors who are directly responsible to the County, or for defects in design furnished by those persons. In addition, consistent with Civil Code Section 2782, this provision neither imposes upon Contractor, nor relieves County of liability arising from the active negligence of the County.

**6. INSURANCE**

The Contractor shall maintain a commercial general liability insurance policy in the amount of **one million dollars (\$1,000,000.00)**. If the policy has an annual aggregate, the limit of the annual aggregate must be at least twice the occurrence limit. Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. **The County of Marin** shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work.

**X** \_\_\_\_\_ **By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

Nothing herein shall be construed as a limitation of Contractor's liability, and County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**7. WORKERS' COMPENSATION**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

Workers' Compensation insurance as required by the State of California and Employers Liability Insurance with limit of \$1,000,000. If any work shall be performed on, in, or under a body of water and governed by U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify the County for all claims arising out of such an injury.

**X** \_\_\_\_\_ **By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

## **8. NONDISCRIMINATORY EMPLOYMENT**

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations and ordinances.

## **9. INTEGRATED PEST MANAGEMENT (IPM)**

The Contractor shall strictly adhere to the guidelines established in the County of Marin's IPM Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin's approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be Environmental Protection Agency and California Department of Agriculture approved and used in strict accordance with manufacturer's label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the Engineer four (4) calendar days prior to posting. Requests must include a map of the area, material requested to be used and dates of application requested. All applications must be approved by the Engineer in writing and applicators must have a signed Pest Control Recommendation before application. All information regarding approved applications will be posted to the County of Marin IPM website. Four (4) calendar days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval. Failure to comply with the Marin County IPM Ordinance & Policy may result in fines of up to \$200.00 per incident and/or contract termination. The IPM policy and Ordinance are available at the following website: <http://www.marincounty.org/depts/ag/ipm>

### List of Materials

Within thirty (30) calendar days after award, Contractor shall furnish to the Engineer for approval a list of fertilizers, herbicides, insecticides, and other chemicals the Contractor proposes to use at each work site. Contractor shall also furnish a sample label and a MSDS for each product. Only County approved materials may be used.

### Records

Contractor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the Engineer if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work, and corrective action taken. If a pesticide was used, the product name, the amount applied, and the area treated must also be reported.

## **10. STORMWATER POLLUTION PREVENTION**

In performing or delivering services at County-owned, leased or managed property, or in performance of services and activities on behalf of County regardless of location, the Contractor shall implement any and all applicable Best Management Practices (BMPs) designed to prevent and reduce stormwater pollution in a manner pursuant to and consistent with the County's Stormwater Runoff Pollution Prevention ordinance (Chapter 23.18) and the Phase II Small Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Water Quality Order No. 2013-0001-DWQ, General Permit No. CAS000004 and subsequent revisions and amendments thereto.

Guidance on current Best Management Practices is available from the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) through two documents: 1) "Minimum Control Measures for Small Construction Projects"; and 2) the "Municipal Field Operations and Maintenance Activities Best Management Practices Guidelines" handbook. Both documents are available upon request from Marin County Public Works, room 304 of the Marin County Civic Center or electronically on the MCSTOPPP website:



Minimum Control Measures for Small Construction Projects:

<https://www.marincounty.org/~media/files/departments/pw/mcstoppp/development/erosionsediment-control-measures-for-small-construction-projects-2015.pdf?la=en>

Municipal Field O&M Activities BMP Guidelines:

[https://www.marincounty.org/~media/files/departments/pw/mcstoppp/municipalities\\_only/e11h\\_field-om-bmps\\_version2\\_060916.pdf?la=en](https://www.marincounty.org/~media/files/departments/pw/mcstoppp/municipalities_only/e11h_field-om-bmps_version2_060916.pdf?la=en)

Under E.11 Pollution Prevention and Good Housekeeping (E.11.g and h).

### **11. LAWS GOVERNING WORK PERFORMED BY CONTRACTOR**

The contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances. These laws include, but are not limited to, bird and nesting laws such as the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond. Contractor is required to be familiar with and in compliance with all bird nesting buffer areas and breeding dates when work may negatively impact birds and nesting areas.

The parties stipulate that this agreement was entered into in the County of Marin, City of San Rafael, in the State of California. The parties further stipulate that the County of Marin, CA City of San Rafael is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

### **12. DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

### **13. GENUINE BID**

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that Contractor has not in any manner sought by collusion to secure an advantage over any other bidder.

**Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.**

\_\_\_\_\_  
**Contractor (Firm Name)**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

## ATTACHMENT N – REFERENCES

Proposers shall provide the following information which will be used by the County in evaluating the proposal. Proposer must provide three former (within the past five years) or present clients for whom these individuals have performed contracting services related to each of the categories for which your firm is offering services.

1. Number of years in business: \_\_\_\_\_
2. Current average number of employees: \_\_\_\_\_
3. 3 Former or Current accounts for contact as reference:

**Client Name:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project dates (starting and ending):** \_\_\_\_\_

**Technical Environment:** \_\_\_\_\_

**Client project manager name and telephone number:**

**Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

- - - - -

**Client Name:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project dates (starting and ending):** \_\_\_\_\_

**Technical Environment:** \_\_\_\_\_

**Client project manager name and telephone number:**

**Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

- - - - -

**Client Name:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project dates (starting and ending):** \_\_\_\_\_

**Technical Environment:** \_\_\_\_\_

**Client project manager name and telephone number:**

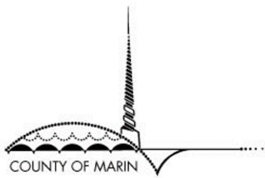
**Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

## ATTACHMENT O – 24/7 EMERGENCY CONTACT

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



## DOCUMENTS TO BE RETURNED

### **REQUEST FOR PROPOSAL [RFP] #2803 JANITORIAL FLOOR MAINTENANCE SERVICES (HHS LOCATIONS) PROPOSAL DOCUMENTS TO BE RETURNED**

**Proposals, including the mandatory forms listed below, must be completed and submitted on or before the Submittal Deadline.**

- a. ATTACHMENT A - PRICING SHEET/SCHEDULE FEE
- b. ATTACHMENT B - BID SCHEDULE/COST PROPOSAL
- c. ATTACHMENT C - MONTHLY REPORTING
- d. ATTACHMENT D - CONFIDENTIALITY STATEMENT
- e. ATTACHMENT E - OFFER
- f. ATTACHMENT F - LOCAL BUSINESS PREFERENCE CERTIFICATION
- g. ATTACHMENT G - WORKFORCE BIDDERS PREFERENCE CERTIFICATION
- h. ATTACHMENT H - CONTRACTOR'S DEBARMENT AND SUSPENSION CERTIFICATION
- i. ATTACHMENT I - SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION
- j. ATTACHMENT J - NON-COLLUSION AFFIDAVIT
- k. ATTACHMENT M - REQUIREMENT FOR CONTRACTORS (RFC)
- l. ATTACHMENT N - REFERENCES
- m. ATTACHMENT O - 24/7 EMERGENCY CONTACT

Successful Proposer shall furnish prior to contract commencement:

- a. W-9
- b. Certificate of Liability
- c. Additional Insured Endorsement naming County of Marin as additionally insured

**PLEASE PROVIDE A TOTAL OF THREE (3) COMPLETED BID PACKAGES COMPRISED OF: ONE (1) ORIGINAL AND TWO (2) COPIES.**