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DIRECTOR

September 24, 2021

**SUBJECT:** Questions and Answers for Request for Proposals (RFP) #2803  
– Janitorial Floor Maintenance Services (HHS Locations)

Administration  
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Accounting

Administrative Services

Airport

Building Maintenance

Capital Projects

Certified Unified Program  
Agency (CUPA)

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Disability Access

Engineering & Survey

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Water Resources

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Transportation &  
Traffic Operations

Waste Management

1. What is the current contract amount?

**Answer: \$157,697.32**

2. Has anything been added or deleted from the SOW compared to the current Scope of Work?

**Answer: 2 previous locations have been removed for this solicitation.**

Contractor Supervision Pg 24.

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.

3. Will a working lead/supervisor satisfy this requirement?

**Answer: Yes.**

4. How and when will rate increases be addressed?

**Answer: Contractual increases vary by services provided, but in most cases do not exceed 3%, or CPI for San Francisco-Bay Area; whichever is lower.**

5. Please confirm that there is a performance bond request for this RFP.

**Answer: Please see Section 1.7 Performance Bond on Page 7 of solicitation.**

6. What are the current wages for the current Utility and Supervisor?

**Answer: Approximately \$18 per Hour.**

7. What are the current hours and numbers of staff assigned to all locations?

**Answer: 2 Utility Workers and 1 Supervisor are each site from 17:00-22:00 [5:00pm – 10:00pm] Monday thru Friday. Couple of Saturdays for mopping/waxing for 4 hours.**

8. What are the shift hours?

**Answer: 17:00-22:00 [5:00pm – 10:00pm] Monday thru Friday; Saturdays as needed for mopping/waxing**

9. Will the Contractor be permitted to raise rates when and as needed at any time during the initial term and any renewal term to recoup increases in the Living Wage, as well as the following additional costs that are outside of the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and

other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?

**Answer: Please see Section 1.14 Pricing on pages 8-9 of solicitation.**

10. Is the County exempt from payment of state and local sales and use tax?

**Answer: No, the county is not exempt from taxes.**

11. What are the County's standard payment terms?

**Answer: NET 30.**

**All questions below (12-15) can be reviewed/negotiated by County Counsel and/or Risk Management prior to Intent to Award with the selected proposer.**

12. Our company stands behind our services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of services under client agreements. Can the sections cited below be revised as follows to reflect that standard?

- Section 1.24 on page 11:

On lines 3-4, delete the phrase "arising out of or in any way connected with the contractor's operations under this agreement, or the" and replace it with phrase "to the extent caused by the negligent."

- Attachment M Section 5 on page 5:

On line 3, replace the phrase "as a consequence of" with the phrase "to the extent caused by."

On line 5, add the following after the word "property" at the end of the sentence:

"...to the extent caused by such willful acts or negligence."

On lines 6-7, replace the phrase "ensuing in connection with the" and with the phrase "to the extent caused by the negligent."

On line 7, insert the word "negligent" before the word "failure."

13. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are limited to the extent of our negligence. The blanket additional insured endorsements to all of our policies automatically cover any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party.

Can the sections cited below be revised as follows to reflect those parameters?

- Section 1.25 on page 11:

Replace the fourth sentence with the following:

“The County of Marin shall be included as an additional insured, to the extent of the Contractor’s negligent performance of the services under the Agreement, on the commercial liability policy. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract.”

- Attachment K Section A.16 on pages 39-40:

Replace the second sentence with the following:

“The County of Marin shall be included as an additional insured, to the extent of the Contractor’s negligent performance of the services under the Agreement, on the commercial liability policy. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract.”

Attachment M Section 6 on page 2:

Replace the 5th sentence with the following:

“The County of Marin shall be included as an additional insured, to the extent of the Contractor’s negligent performance of the services under the Agreement, on the commercial liability policy. Coverage may be provided by a blanket additional insured endorsement that covers additional insureds where required by written contract.”

14. Our company’s standard commercial terms include a disclaimer of consequential damages. Can the following mutually beneficial, reciprocal provision be added as new Section 1.43 on page 16?

“1.43 Limitation of Liability

With the exception of Contractor’s obligations under Section 1.24, under no circumstances will either party be liable to the other party for consequential, incidental, indirect or punitive damages, or for lost profits.”

15. Can Section 1.34 on page 13 and Attachment K Section A.4 on pages 37-38 be revised to give the Contractor the reciprocal right to terminate the contract for convenience on 120 days’ prior written notice to the County?