



**County of Solano  
Standard Contract**

*For County Use Only*  
**CONTRACT NUMBER**  
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Universal Building Services

CONTRACTOR'S NAME

2. The Term of this Contract is:  
July 1, 2017 through June 30<sup>th</sup>, 2020

3. The maximum amount of this Contract is:

\$526,272

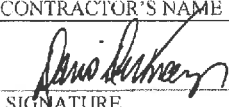

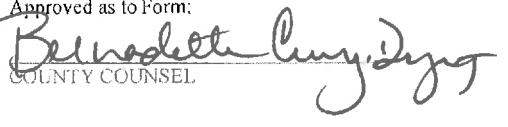
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on June 27, 2017.

CONTRACTOR		COUNTY OF SOLANO	
Universal Building Services			
CONTRACTOR'S NAME		AUTHORIZED SIGNATURE	
		Bonnie A. Katz	
SIGNATURE		DIRECTOR OF LIBRARY SERVICES	
8 June 2017		DATED	
Dario DeVincenzi, Operations Manager		TITLE	
PRINTED NAME AND TITLE		1150 Kentucky Street	
3120 Pierce Street		ADDRESS	
ADDRESS		Fairfield CA 94533	
Richmond CA 94804		CITY STATE ZIP CODE	
CITY STATE ZIP CODE		Approved as to Content:	
			
		DEPARTMENT HEAD OR DESIGNEE	
		Approved as to Form:	
			
		COUNTY COUNSEL	

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

**A. General Provisions**

1. Contractor shall furnish all resources such as tools, parts, labor, equipment, cleaning supplies (including but not limited to hot water extractor, spot remover, towels, brushes, brooms, vacuums, dustpans, base board cleaners, extension cords, water hoses, floor machine, bonnets), and any and all equipment necessary to perform custodial cleaning in accordance with the County's standards, method, materials, and conditions as set forth in this Contract.
2. The Contractor shall also furnish all supplies including, but not limited to, chemicals, boxed or liquid soap to fit current dispensers (non-allergenic), and paper goods to include paper towels, toilet paper, seat covers, and plastic liners for trash cans. A minimum of one week's supply of all products must be kept on hand at all times.
3. All equipment, tools, and solutions used by the Contractor shall be suitable and not harmful to the surfaces which they are applied and shall be approved by the County. Prior to use on County property, Contractor shall submit to the County Material Safety Data Sheets (MSDS) for all cleaning chemicals used. Chemicals used on location must be non-flammable, biodegradable, and non-corrosive. Contractor shall repair and restore to its original condition all material or surfaces damaged by his operations at no cost to the County.
4. The County will not be responsible in any way for any damage incurred to the Contractor's equipment, tools, supplies or personal belongings due to fire, theft, accident, or otherwise.
5. Waste paper, waste materials, and refuse will be the responsibility of the Contractor to remove from the building and must be disposed of, according to appropriate practices for such disposal. The County receptacle can be used. Contractor shall not be responsible for emptying individual recycling containers, but is responsible for emptying garage franchise provided recycling containers.
6. Contractor shall be responsible for disposing of all wastewater and trash according to applicable environmental health guidelines.
7. Contractor shall move all tables, chairs and other furnishings necessary for proper cleaning and replace them back in proper order when completed.
8. Contractor must schedule the work so as not to interfere with the activities of the Library operations in the building. Each branch's scope of work for hours of normal Library operations are incorporated into this Exhibit by this reference.
9. Contractor shall have a dedicated to Solano County "On-Site" representative with the authority to contractually bind the Contractor in scope and/or administrative matters which may arise during the contract period. Contractor shall provide in writing to the Library's contract manager a statement indicating by name the specified authority vested in his "On-Site" representative. The "On-Site" representative must acknowledge receipt of correspondence received from the Library (sent via email or phone) within four hours of delivery.

10. Contractor shall maintain a correspondence binder at each branch to be maintained at a mutually specified location. This binder will be used to inform the custodial crew of items which require special attention. The binder is to be checked daily. Custodial crew is to acknowledge that the binder was read and the services performed by initialing the entry.
11. Contractor shall report to the Library branch supervisor any and all damage to the facility discovered during cleaning such as torn or missing carpeting, broken wall or floor plugs, broken windows or broken dispensing units, etc.
12. Contractor shall be responsible for instructing their employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. Contractor's workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be compiled with in all activities under this contract.
13. All persons employed by the Contractor to perform any or all of the specified duties outlined herein shall be the sole responsibility of the Contractor. All persons assigned to tasks in or around the Library will be required to wear identification (badge, uniform) identifying them as part of the custodial service. All persons assigned to work in or around the Library will conduct themselves in a professional manner. While working, there will be no loitering, eating, sleeping, or personal use of the telephone or other County equipment by any person while in the process of their assigned tasks. Food is to be eaten in designated areas only.
14. It is the intent of the County that the premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of services; cleaning frequencies set forth are meant to be general guidelines and are not to be construed as complete.
15. All flooring shall be maintained to the highest level of cleanliness to promote professional aesthetics, safety and longevity.
16. Solano County Library branches are public buildings and occasionally subjected to bodily fluids soiling surfaces including but not limited to floors, seating (chairs and benches), and other areas. It is the County's expectation that the contractor clean soiled areas as required to maintain in a clean and sanitary manner.
17. Contractor will be responsible to safely dispose of syringes found on Library premises into a "sharps container" located at each branch.
18. Contractor will provide a dedicated email address for communications from Library Headquarters to Contractor that will copy other UBS administrative staff to ensure Library communication is received. Library will provide UBS with a dedicated email address to send communications to Solano County Library Headquarters.
19. Contractor is responsible to schedule quarterly meetings with the Contract Administrator where Contractor performance will be reviewed. Contractor will be expected to provide reasonable solutions to any performance deficiencies within five (5) business days. After the completion of the first contract year, the Library will determine the frequency of performance review meetings. Contractor is to provide to Contract Administrator the schedule of non-daily services to be performed by the Contractor.
20. For non-routine calls such as special requests and complaints of poor performance, the Contractor is to follow-up with a phone call and an email of the status of the specific request.

21. In January of each contract year, Contractor is to provide the Contract Administrator an annual calendar listing the dates for semi-annual and annual custodial services as specified in the contract. These calendars will also be reviewed at the scheduled performance meetings.
22. Contractor is to contact the Contract Administrator at least two weeks in advance for any custodial services scheduled to be performed by the Contractor that could disrupt services to customers and employees (i.e. carpet cleaning) at the Library. Services such as carpet cleaning require a joint effort on both Contractor and Library and will warrant no less than a two week notification by telephone and through the designated email box. If for some reason cancellation of special service must occur, the Contract Administrator is to be notified by the Contractor immediately.

B. The following describes the location of each Library and the scope of work per location:

1. The **Fairfield Cordelia Library** is located at 5050 Business Center Drive, Fairfield, CA 94534. Custodial services are to be provided seven days a week.

The areas to be maintained under this contract are as follows, but not limited to: front entrance alcove, main reading room, restrooms, meeting room, study rooms, computer center, children's reading room, circulation and reference desk areas, staff lounge and kitchen, outside sidewalk areas, hallways, and office areas.

The Library is staffed Monday and Wednesday 9am – 6pm, Tuesday and Thursday 9am – 9pm, Friday and Saturday 8am – 5pm, and Sunday 12:00pm – 5pm.

FY2015/16 gate count 136,470. Square footage approximately 15,600.

Custodial services shall consist of the following:

❖ **DAILY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace can liners
- Remove graffiti

HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

LOUNGES/BREAK ROOMS:

- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Check and restock paper products
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

ENTRANCES AND LOBBIES:

- Sweep or vacuum entry lobby
- Sweep and spot clean carpets

- Spot clean glass
  - Surface clean tables and chairs
- STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Vacuum and spot clean carpet
- Surface clean tables and chairs
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Clean and polish sink
- Spot clean glass
- Spot clean interior and exterior doors and jambs

OUTSIDE AREAS:

- Sweep and remove debris from back entrance area

❖ **WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drain

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust furniture and fixtures

LOUNGES/BREAK ROOMS:

- Low dust fixtures and furniture
- Spot clean glass, sills, and shelving
- Clean appliances

ENTRANCES AND LOBBIES:

- Low dust
- Spot clean glass, sills, and shelving

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

❖ **MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust

- Clean and polish doors push/pull and kick plates

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

CONFERENCE, STUDY, AND MEETING ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

**Semi-Annual and Annual services are to be scheduled with the Contract Administrator in advance of the service as outlined in this contract.**

❖ **SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery in main Library areas
- Clean exterior windows

❖ **ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six coats of a high quality floor finish

2. The **Vacaville Cultural Center Library** is located at 1020 Ulatis Drive, Vacaville CA 95687. Custodial services are to be provided seven days a week, including four (4) mid-day cleaning of the bathrooms on Monday, Tuesday, Wednesday, and Thursday.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, meeting rooms, study rooms, computer center, children's reading room, circulation and reference desk areas, staff lounge and kitchen, front and rear entrance areas, hallways, and office areas.

The Library is staffed Monday – Thursday 9am – 9pm, Friday and Saturday 9am – 5pm, and Sunday 12:00pm – 5pm.

FY2015/16 gate count 246,485. Square footage approximately 24,266.

Custodial services shall consist of the following:

❖ **DAILY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops
- Spot clean interior and exterior doors and jambs

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock all paper and liquid dispenser units
- Remove all waste and replace can liners
- Remove graffiti

HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Sweep and spot mop floors
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs
- Check and restock paper products at sink in the workroom area

LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Wipe down inside and outside of trashcans
- Remove waste and replace can liners



- Check and restock paper products

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules and foyers
- Sweep and spot mop floors
- Vacuum and spot clean carpets
- Spot clean glass
- Surface clean all tables and chairs
- Spot clean interior and exterior doors and jambs

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Vacuum and spot clean carpet
- Surface clean tables and chairs
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Spot clean glass
- Clean and polish sink
- Spot clean interior and exterior doors and jambs

OUTSIDE AREAS:

- Sweep and remove debris from front entrance area
- Sweep and remove debris from back entrance area
- Sweep and remove debris from dumpster area

❖ **WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

HALLWAYS/CORRIDORS:

- Buff/spray buff vinyl tile floors

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Sweep and wet mop floors
- Low dust fixtures and furniture
- Clean appliances and vending machines
- Buff/spray buff vinyl tile floors
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Low dust
- Buff and/or machine scrub floors

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

❖ **MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean all interior glass

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

**Semi-Annual and Annual services are to be scheduled with the Contract Administrator in advance of the service as outlined in this contract.**

❖ **SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery in the main Library areas
- Clean exterior windows

❖ **ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six coats of a high quality floor finish

3. The **John F. Kennedy Library** located at 505 Santa Clara Street, Vallejo CA, 94590. Custodial services are to be provided seven days a week, including two (2) mid-day cleaning of the bathrooms on Monday and Wednesday.

The areas to be maintained under this contract are as follows, but not limited to: second floor front entrance alcove, main reading room, restrooms, meeting room, computer center, study rooms, children's area, circulation and reference desk areas, staff lounge and kitchen, two stairways, non-public elevator, hallways, and office areas.

The Library is staffed Monday and Wednesday 9am – 9pm, Tuesday and Thursday 9am – 6pm, Friday and Saturday 9am – 5pm, and Sunday 12:00pm – 5pm.

FY2015/16 gate count 267,224. Square footage approximately 25,000.

Custodial services shall consist of the following:

#### 4. DAILY CLEANING

##### PUBLIC LIBRARY AREAS:

- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

##### RESTROOMS:

##### **Staff restrooms on third floor and public restrooms located in the Library area only**

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace trash liners
- Remove graffiti

##### HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains (third floor)
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Sweep and spot mop floors
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

##### OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

##### LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

##### STAIRCASES AND LANDINGS:

- Remove debris

- Vacuum or sweep and wet mop steps and landing
- Clean railing

STUDY/ MEETING ROOMS AND COMPUTER CENTER:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables and chairs
- Spot clean glass
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Clean and polish sink
- Spot clean interior and exterior doors and jambs

ELEVATORS: interior only – non-public

- Sweep and spot mop floors
- Clean and polish interior and exterior walls

**5. WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

HALLWAYS/CORRIDORS:

- Sweep and wet mop floors
- Buff/spray buff vinyl tile floors

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Sweep and wet mop floors
- Low dust fixtures and furniture
- Clean appliances and vending machines
- Buff/spray buff vinyl tile floors
- Spot clean glass, sills, and shelving

STAIRCASES AND LANDINGS:

- Clean walls

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

**❖ MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

STAIRCASES AND LANDINGS:

- Low dust
- Clean and polish doors push/pull and kick plates

CONFERENCE, STAFF AND MEETING ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

**Semi-Annual and Annual services are to be scheduled with the Contract Administrator in advance of the service as outlined in this contract.**

**6. SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery

**7. ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six coats of a high quality floor finish

4. The **Rio Vista Library** located at 44 So. 2<sup>nd</sup> Street, Rio Vista, CA 9457. Custodial services are to be provided six days a week.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, circulation and reference desk areas, front and rear entrance areas, and office areas.

The Library is staffed Monday and Wednesday 9am – 6pm, Tuesday and Thursday 9am – 9pm, and Friday and Saturday 9am – 5pm.

FY2015/16 gate count: 51,772. Square footage approximately 5,370.

Custodial services shall consist of the following:

## 8. DAILY CLEANING

### PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

### RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove all waste and replace trash liners
- Remove graffiti

### OFFICE/BREAK ROOM/STAFF ROOM:

- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Sweep and spot mop floor
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

### ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and porches
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior door jambs

### OUTSIDE AREAS:

- Sweep and remove debris from front and rear entrance areas

## 9. WEEKLY CLEANING

### PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

### RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE/BREAK ROOM/STAFF ROOM:

- Low dust fixtures and furniture
- Clean appliances
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Dust and clean vertical and horizontal surfaces
- Spot clean glass, sills, and shelving

**10. MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

OFFICE/BREAK ROOM/STAFF ROOM:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

**Semi-Annual and Annual services are to be scheduled with the Contract Administrator in advance of the service as outlined in this contract**

**11. SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean upholstery
- Clean carpeted areas using a hot water extractor
- Clean exterior windows

**12. ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six coats of a high quality floor finish

5. The **Springstowne Library** located at 1003 Oakwood Ave., Vallejo CA, 94591. Custodial services are to be provided six days a week.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, circulation and reference desk areas, front and rear entrance areas, and office areas.

The Library is staffed Monday and Wednesday 9am – 6pm, Tuesday and Thursday 9am – 9pm, and Friday and Saturday 9am – 5pm.

FY2015/16 gate count 90,490. Approximate square footage 3,024.

Custodial services shall consist of the following:

### 13. DAILY CLEANING

#### PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

#### RESTROOMS:

- Clean and sanitize sink, commode, counter top, and mirror
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove all waste and replace trash liners
- Remove graffiti

#### OFFICE/BREAK ROOM/STAFF ROOM:

- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

#### ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and porches
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior door jambs

#### OUTSIDE AREAS:

- Sweep and remove debris from front and rear entrance areas

### 14. WEEKLY CLEANING

#### PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

#### RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains



OFFICE/BREAK ROOM/STAFF ROOM:

- Low dust fixtures and furniture
- Clean appliances
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Dust and clean vertical and horizontal surfaces
- Spot clean glass, sills, and shelving

**15. MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

OFFICE/BREAK ROOM/STAFF ROOM:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

**Semi-Annual and Annual services are to be scheduled with the Contract Administrator in advance of the service as outlined in this contract**

**16. SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean upholstery
- Clean carpeted areas using a hot water extractor
- Clean exterior windows

**17. ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six coats of a high quality floor finish

6. The **Suisun City Library** located at 601 Pintail Drive, Suisun City, CA 94585. Custodial services are to be provided six days a week.

The areas to be maintained under this contract are as follows, but not limited to: front entrance, lobby, main reading room, restrooms, meeting room, computer center, study room, children's reading room, customer service desk area, staff lounge and kitchen, front and back sidewalk areas, hallways, dumpster area, work room, and office areas.

Contractor shall use a hot water extractor that meets or exceeds the carpet manufacturer's specifications. Carpet is:

Carpet Tile, Shaw 24 X 24, Eternal Youth (ew24,59281) #80335  
Carpet Tile, Shaw 24 X 24, Day Dreamer (ew24,59280) #80335  
Carpet Tile, Shaw 24 X 24, Common Sense/Green w/Envy (ew24, 59279) #80335

The Library is staffed Monday and Wednesday 8am – 6pm, Tuesday and Thursday 7:30am – 9pm, and Friday and Saturday 8am – 5pm.

FY2015/16 gate count: 125,900 Approximate square footage: 10,000.

Custodial services shall consist of the following:

## **18. DAILY CLEANING**

### PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

### RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace trash liners
- Remove graffiti

### HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

### OFFICE AND WORK ROOM AREAS:

- Vacuum and spot clean carpet
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

### LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Remove waste and replace can liners

- Wipe down inside and outside of trashcans
- Check and restock paper products

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and inside porches
- Sweep and spot mop floors
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior doors and jambs

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Vacuum and spot clean carpet
- Remove waste and replace liners
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior doors and jambs
- Check and restock paper products

OUTSIDE AREAS:

- Sweep and remove debris from front entrance area
- Sweep and remove debris from back entrance area
- Sweep and remove debris from dumpster area

**19. WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE AND WORK ROOM AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Wet mop floors
- Low dust fixtures and furniture
- Clean appliances
- Buff/spray buff vinyl tile floors
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Low dust
- Buff and/or machine scrub floors

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

**20. MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND WORK ROOM AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass
- Machine scrub tile using water or a ph balanced neutral cleaner

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

**Semi-Annual and Annual services are to be scheduled with the Contract Administrator in advance of the service as outlined in this contract**

**21. SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery
- Clean exterior windows with the exception of the skylight area in the main reading room

**22. ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six coats of a high quality floor finish

7. The **Vacaville Town Square Library** is located at 1 Town Square Place, Vacaville CA 95688. Custodial services are to be provided seven days a week, including two (2) mid-day cleaning of the bathrooms on Tuesday and Thursday.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, meeting rooms, study rooms, computer center, children's reading room, circulation and reference desk areas, staff lounge and kitchen, front and back sidewalk areas, hallways, and office areas.

The Library is staffed Monday and Wednesday 9am – 6pm, Tuesday and Thursday 9am – 9pm, Friday and Saturday 9am – 5pm, and Sunday 12:00pm – 5pm.

FY2015/16 gate count: 190,700. Approximate square footage: 15,000.

Custodial services shall consist of the following:

### **23. DAILY CLEANING**

#### PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

#### RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace trash liners
- Remove graffiti

#### HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Sweep and spot mop floors
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

#### OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

#### LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Check and restock paper products
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

#### ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and inside porches
- Sweep and spot mop floors
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior doors and jambs

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Clean and polish sink
- Spot clean glass
- Spot clean interior and exterior doors and jambs

OUTSIDE AREAS:

- Sweep and remove debris from front entrance area
- Sweep and remove debris from back entrance area
- Sweep and remove debris from dumpster area

**24. WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Wet mop floors
- Low dust fixtures and furniture
- Clean appliances
- Buff/spray buff vinyl tile floors

ENTRANCES AND LOBBIES:

- Low dust
- Buff and/or machine scrub floors

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

**25. MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass
- Machine scrub tile

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

**Semi-Annual and Annual services are to be scheduled with the Contract Administrator in advance of the service as outlined in this contract.**

**26. SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery
- Clean exterior windows

**27. ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six coats of a high quality floor finish

**II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

The County shall provide access to all contracted areas to be cleaned.

The County shall supply the Contractor power, light, heat, hot and cold water.

The County will provide a custodial room in a certain area under lock and key for the storage of the Contractor's equipment and cleaning supplies. The County will not be responsible in any way for the Contractor's supplies, equipment, materials or personal belongings that may be lost or damaged by fire, theft, accident, or otherwise.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

Contractor shall be compensated per year as schedule below for a total cost over the three years of \$526,272 payable by location as follows:

<b>Library Location</b>	<b>FY: 17/18</b>	<b>FY:18/19</b>	<b>FY:19/20</b>	<b>Total Contract Costs</b>
Fairfield Cordelia Library	\$22,224	\$23,304	\$25,038	\$70,566
John F. Kennedy Library	\$40,572	\$42,534	\$45,666	\$128,772
Rio Vista Library	\$12,522	\$13,260	\$14,448	\$40,230
Springstowne Library	\$12,720	\$13,368	\$14, 532	\$40,620
Suisun Library	\$15,390	\$16,128	\$17,316	\$48,834
Vacaville Cultural Center	\$41,754	\$43,854	\$47,190	\$132,798
Vacaville Town Square	\$20,292	\$21,288	\$22,872	\$64,452
<b>Total Contract Cost</b>				<b>\$526,272</b>

Total Compensation under this Contract shall be \$526,272

**2. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor will be paid for each location monthly over the contract year.



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement

to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

- |                                                                                         |                                         |                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:                                                               | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                           |
| (3) Workers' Compensation:                                                              | As required by the State of California. |                                                                                                                                                                                                                                                                                                                                                                                                               |
| (4) Employer's Liability:                                                               | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.                                                                                                                                                                                                                                                                                                                                                                    |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |                    |                                                                                                                                                                                       |
|-----------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit.                                                                                                                       |
| (2) Professional Liability: | <b>\$1,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### **13. COMPLIANCE WITH LAW**

- A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

### **14. CONFIDENTIALITY**

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### **15. CONFLICT OF INTEREST**

- A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.



D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made

available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.