

Notice of Bidding
**Siskiyou Modoc Regional Department of Child
Support Services**
Request for Proposals (RFP)

One Year Contract (07/01/2020 - 06/30/2021)

Proposals must be submitted by the date below to the following address:

Siskiyou Modoc Regional DCSS
Attention: Gary Sams, Director
PO Box 1047
Yreka, CA 96097

Proposal Deadline: May 29, 2020

Proposals Must Be Received by the Above Date by 5:00 P.M.

Proposals Not Received at the Above Address
Will Not Be Considered.

Proposals Received After the Deadline Will Not Be Considered.

Siskiyou Modoc Regional DCSS Reserves the Right
to Reject Any and All Proposals,
to Waive Non-Substantive Defects, and
to Modify the RFP.

(All Times in This Proposal Are Based on Pacific Standard Time)

General Information and Specifications For BID Proposals

1.0 General Information

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for janitorial services for Siskiyou Modoc Regional Department of Child Support Services (Siskiyou Modoc Regional DCSS).

1.2 Scope of Services

Contractor will provide janitorial and cleaning maintenance services for Siskiyou Modoc Regional DCSS facility located at 1215 S Main St, Yreka, California. Contractor will perform in a workmanlike manner and at the times indicated, those janitorial and cleaning maintenance services as set forth in Exhibit "A" of the "Contract for Janitorial Services", which is attached hereto and hereby incorporated by reference.

1.3 Procuring and Contracting Department/Division

The contract resulting from this bid process will be administered by the Siskiyou Modoc Regional DCSS.

1.4 Clarification and/or revisions to the specifications and requirements

A walkthrough of the job site will be mandatory at a scheduled time **May 11-19, 2020**. For an appointment, please contact by phone:

Gary Sams, Director
Siskiyou Modoc Regional DCSS
(530)841-2965

All questions concerning this bid must be submitted in writing by mail, email, or fax by

May 22, 2020 @ 5:00 pm to:

Gary Sams, Director
Siskiyou Modoc Regional DCSS
PO Box 1047
Yreka, CA 96097

Phone: (530) 841-2965
Fax: (530) 841-2999
Email: gsams@co.siskiyou.ca.us

Questions submitted to anyone other than the name listed above will not be answered.

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the vendor should immediately notify the above-named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this proposal, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

1.5.1 Calendar of Events

Listed below are specific dates and times of actions related to this Notice of Bidding. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this proposal. There may or may not be a formal notification issued for changes in the estimated dates and times.

| DATE | EVENT |
|--------------------------|--|
| May 11-19, 2020 | Scheduled walk through at 1215 S Main St., Yreka |
| May 22, 2020 @ 5:00 pm | Last day for submitting written inquiries |
| May 29, 2020 @ 5:00 pm | Last day for submitting bids |
| June 02, 2020 @ 10:00 am | Opening of bids |

2.0 Submitting a Proposal

2.1 Incurring Costs

Siskiyou County is not liable for any cost incurred by proposers in replying to this notice of bidding.

2.2 Submitting the Proposal

2.2.1 Proposers must submit three copies, an original and (two) extra copies, of all materials required for acceptance of their proposal by 5:00 p.m., **May 29, 2020** by U.S. Mail to:

Gary Sams, Director
Siskiyou Modoc Regional DCSS
PO Box 1047
Yreka, CA 96097

2.2.2 Proposals must be received in the above office by the specified time stated above. Proposals not received by the above date and time will not be accepted.

2.2.3 All proposals must be packaged, sealed, and show the following information on the outside of the package:

- Proposer's name and address

- Notice of bidding title (RFP for Janitorial Services)

2.2.4 Describe the Proposer's experience and capabilities in providing three (3) years of janitorial services for a business office. Provide name and contact information for a minimum of two other companies to whom you have provided similar services.

2.2.5 Must be qualified and able to do the duties set forth in Exhibit "A" of the "Contract for Janitorial Services" attached hereto.

2.2.6 Please review and evaluate the "Contract for Janitorial Services" attached hereto. Successful bidder will be required to enter into a contract with the County.

2.3 Rate Proposal

2.3.1 Submit a proposed schedule of fees for services outlined in Exhibit "A" of the "Contract for Janitorial Services" attached hereto.

3.0 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals. The County reserves the right to negotiate the terms of the contract with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

Contract for Janitorial Services

This Contract is made and entered into this ____ day of _____, 2020, by and between the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as "County," and _____, an independent contractor, hereinafter referred to as "Contractor", located at_____.

1. **Purpose of Contract:** The purpose of this Contract is to state the terms and conditions under which Contractor will provide janitorial and cleaning maintenance services for County facility located at 1215 S. Main St., Yreka, California.
2. **Services to be Performed:** Contractor agrees to perform in a workmanlike manner and at the times indicated, those janitorial and cleaning maintenance services as set forth in Exhibit "A", which is attached hereto and hereby incorporated by reference.
3. **Materials and Supplies:** Contractor shall furnish all materials and equipment necessary to perform the services required by this Contract as listed in Exhibit "A".
4. **Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor the not to exceed amount of (spell out dollar amount) (\$____) per month, for a total not to exceed amount of (spell out dollar amount) (\$____) for the term of the Contract. This compensation shall be made on the last day of the month in which services have been satisfactorily performed.
5. **Term of Contract:** This Contract shall commence on July 1, 2020, and shall terminate on June 30, 2021, unless terminated earlier as provided herein.
6. **Termination on Occurrence of Stated Events:** This contract shall terminate automatically on the occurrence of any of the following events:
 1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 6a. **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 6b. **Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

- 6c. **Termination of Funding:** County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.
7. **Maintenance:** Contractor shall notify County immediately of any maintenance problem it becomes aware of, but which is not included in this Contract, such as electrical or plumbing problems, roof leaks, broken windows or locks, vandalism and so forth.
8. **Provisions for Unsatisfactory Service:** For the benefit of the County and Contractor, Exhibit "B" has been attached identifying a County employee and providing the means by which this employee can confirm that services as set forth in this Contract are being adequately performed by the Contractor. The Contractor shall provide the designated County employee with Exhibit "B" or some other document designated by County on a monthly, quarterly or annual basis, as directed by County. The designated County employee shall initial the form to indicate that services were satisfactory or indicate any problems with service. The form shall then be forwarded to the Department Head for review. Should the Contractor fail to perform services at any time as set forth in this Contract, the Department Head shall contact the Contractor in an effort to resolve any issues and facilitate the performance of services as set forth in this Contract. If, after contact is made, the services are still unsatisfactory in the opinion of County, County shall have the option to bring in janitorial services to perform the janitorial needs as set forth herein and deduct the cost of such services from the monthly rate established in this Contract.
9. **Compliance with Applicable Statutes, Ordinances and Regulations:** In performing the services required, Contractor shall comply with all applicable Federal, State, County and City Statutes, Ordinances and Regulations.
10. **Indemnification:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those claims resulting solely from the negligence or willful misconduct of County. Contractor shall also defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
11. **Insurance:** Contractor shall obtain and maintain for the entire term of this Contract comprehensive general public liability and property damage insurance in an amount acceptable to County. 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 an amount acceptable to County. Said policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. Contractor shall be insured against liability for workers' compensation unless Contractor has no employees and such insurance is not required by state law.

All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. Contractor shall furnish evidence of insurance prior to commencing work under this Contract. The certificate shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

12. **Employment Status:** Contractor shall, during the entire term of this Contract, be construed as an independent contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided, always however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

In the event Contractor is subsequently determined to be an employee of County by the Internal Revenue Service, Contractor waives any right to recover employee benefits for the period during which County considered Contractor to be an independent contractor.

13. **Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

14. **Confidentiality:** Because of the nature of information potentially available or accessible to employees of Contractor, County reserves the right to either screen or reject actual or potential employees of Contractor, in County's sole discretion, when County has concerns regarding the ability of Contractor or its employees to maintain the integrity of certain confidential records or to have potential access to such records. If requested by County, Contractor shall provide a list of all employees who will or may be providing services under this Contract.

Contractor acknowledges that services may be performed on premises containing confidential, privileged, sensitive, or proprietary documents or information. Contractor shall make all reasonable efforts to safeguard the premises while services are being performed and only employees of Contractor providing services are to be granted access to the premises. Contractor shall not knowingly read, review, copy, disturb or tamper with any information or documentation encountered while services are being performed and any information inadvertently obtained shall be kept confidential by Contractor. Contractor shall comply with all federal, state and local confidentiality laws and regulations. \

15. **Non-Assignment of Contract:** Inasmuch as this Contract is intended to secure the specialized services of Contractor, no interest herein may be assigned, transferred, sold, or delegated without the County's prior written consent and any such assignment, transfer, or delegation without prior written County approval shall, in County's discretion, be considered null and void.
16. **Entire Agreement:** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
17. **Covenant:** This Contract has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.
18. **Severability:** If any provision in this Contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR: name of contractor

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

COUNTY OF SISKIYOU

Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM

Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Jennie Ebejer, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Merkle, Risk Management (Date)

Exhibit "A"

Scope of Services

Siskiyou Modoc Regional Department of Child Support Services

1215 S. Main Street, Yreka, CA 96097

Department Point of Contact: Gary Sams, Director

530-841-2965

| Task | Mon | Wed | Fri | May & Nov |
|--|-----|-----|-----|-----------|
| Restrooms: Clean & sanitize toilets, stalls, doors, sinks, fixtures, tile ledges & mirrors. Empty trash receptacles. Sweep, mop & sanitize bathroom floors. <i>As needed</i> replenish restroom toilet paper, hand towels, seat covers & hand-soap. | X | X | X | |
| Trash Receptacles: Empty trash receptacles in hallways, lobby & common areas | X | X | X | |
| Lobby: Vacuum lobby, sweep and mop lobby hard floor, clean entry glass doors & sanitize drinking fountain | X | X | X | |
| Common Areas: Vacuum internal hallways and break room | | | X | |
| Bi-Annual: Clean upper lobby windows & lobby ceiling fan(s) | | | | X |

Janitorial Service Responsibilities

1. Janitorial closet to be kept neat and sanitary
2. Janitorial Service to provide supplies required to adequately maintain the premises, such as:

| | |
|-----------------|-----------------------|
| Toilet Cleanser | Window/Mirror Cleaner |
| Disinfectant | Furniture Polish |

3. Janitorial Service must report damages, water leaks, etc., to the Director or department designee.
4. Janitorial Service must refer all safety and security issues to the Director or department designee as soon as possible.
5. Janitorial Service is to ensure all doors and windows are secured/locked, and all security systems are activated prior to leaving the building.

Siskiyou Modoc Regional DCSS Responsibilities

The Siskiyou Modoc Regional DCSS will provide the following janitorial supplies:

| | |
|---------------|--------------------|
| Hand Towels | Hand Soap |
| Toilet Tissue | Toilet Seat Covers |
| Trash Liners | Deodorizer Spray |

Janitorial services must be provided between the hours of 6:00 p.m. and 6:00 a.m.

Exhibit "B"

Department Point of Contact: Gary Sams, Director, or Designee
530-841-2965

Quarterly Report for Period of: _____

Quality of Services Performed by _____

| Task | Rating | Comments |
|--|--------|----------|
| Restrooms: Clean & sanitize toilets, stalls, doors, sinks, fixtures, tile ledges & mirrors. Empty trash receptacles. Sweep, mop & sanitize bathroom floors. <i>As needed</i> replenish restroom toilet paper, hand towels, seat covers & hand-soap. | | |
| Trash Receptacles: Empty trash receptacles in hallways, lobby & common areas | | |
| Lobby: Vacuum lobby, sweep and mop lobby hard floor, clean entry glass doors & sanitize drinking fountain. | | |
| Common Areas: Vacuum internal hallways & break room | | |
| Bi-Annual: Clean upper lobby windows & lobby ceiling fan(s) | | |

Reviewed by:

Gary W. Sams, Regional Director

Date