

Siskiyou County Department of General Services

190 Greenhorn Road Yreka, California 96097

Phone: (530) 842-8220 Fax: (530) 841-2800

To Whom It My Concern,

Siskiyou County General Services is seeking proposals from qualified bidders for Janitorial Services at Weed Airport located at 22501 Airport Road Weed, CA 96097 our main office is located at 190 Greenhorn Road, Yreka, CA 96097.

You can find the Request for Proposals on Siskyou County's webpage www.co.siskiyou.ca.us for the scope of work and requirements.

Sealed Proposals should be addressed to Siskiyou County General Services. Proposals must be received by at, 190 Greenhorn Road, Yreka, California 96097, or can be delivered in person, until 2:00 p.m. Pacific Standard Time, on the 5th day of JUNE 2019. Proposals must be submitted in sealed envelopes in accordance with the Instructions to Proposers and identified as SEALED PROPOSAL FOR JANITORIAL SERVICE AT WEED AIRPORT. Electronically submitted proposals will NOT be accepted.

Siskiyou County General Services reserves the right to reject any or all proposals, make a partial award, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of the Siskiyou County.

Sincerely,

Angela Adkison
aadkison@co.siskiyou.ca.us or
Angie Stumbaugh
astumbaugh@co.siskiyou.ca.us
(530) 842-8220

County of Siskiyou Department of General Services

REQUEST FOR BIDS (RFB)

THREE YEAR CONTRACT (7/1/2019-06/30/2022) FOR JANITORAL SERVICES FOR THE SISKIYOU COUNTY WEED AIRPORT

22501 Airport Road Weed, CA 96094

Bid Start Date: May 7, 2019, Tuesday
Bid End Date: June 5, 2019, Wednesday
Question & Answer End Date: May 31, 2019, Friday

Bid Contact: Angie Stumbaugh or Angela Adkison

P: 530.842.8220

astumbaugh@co.siskiyou.ca.us or aadkison@co.siskiyou.co.ca.us

Bid Due Date/Time: June 5, 2019, Wednesday @ 2:00PM

Siskiyou County Department of General Services is requesting a qualified bidder for Janitorial Services for the Siskiyou County Weed Airport located at 22501 Airport Road, Weed, CA 96094.

SCOPE OF WORK: See Attachments Exhibit "A", Exhibit "B" is Janitorial Service Checklist and "C" is the Janitorial Contract.

Instructions for Proposers:

General:

The proposal should display clearly and accurately the capability, knowledge, experience and capacity of the proposer to meet the requirements of this RFP. Proposals shall be brief and concise, and provide a quote of services.

Walk through at Weed Airport can be arranged upon request.

Submit two (2) original copies by June 5, 2019, Wednesday by 2:00PM

Prior Experience:

Provide documentation demonstrating experience for the past three (3) years performing janitorial services for a business office.

Proposed Contract

Please review and evaluate "Contract for Janitorial Services"- attached as Exhibit "C". Successful bidder will be required to coming into a contract with the County.

Capabilities:

Must be qualified and able to do the duties set forth in Exhibit "B".

Insurance Requirements:

See Exhibit "C" proposed Contract item number 11.

References:

Provide name and contact information for a minimum of two other companies to whom you have provided similar services.

Proposal Submission:

All proposals shall be enclosed in a single sealed package plainly marked with the words "Proposal Responding to Transit Center Janitorial Services".

The County assumes no obligation in the solicitation of this Proposal and all costs of responding to this solicitation shall be borne by the interested parties. The County of Siskiyou reserves the right to request additional information from the Bidder in writing.

All proposals shall be received no later than 2:00 p.m., on Wednesday, June 5, 2019 at the Siskiyou County Transit Center office located at 190 Greenhorn Road, Yreka, California 96097.

Late proposals shall not be accepted. The County of Siskiyou assumes no responsibility for "late proposals" and it is the sole responsibility of the responder to ensure that the proposal is received by the deadline. No postmarks, faxes or emails will be accepted.

Selection Process and Criteria:

An evaluation committee composed of County staff will review and screen all proposals. The committee will select one proposal. The final contract will be authorized and executed by the Siskiyou County Board of Supervisors.

Questions Concerning Proposal Requirements

All questions and/or inquiries regarding the RFP shall be submitted in writing and directed to:

Angie Stumbaugh or Angela Adkison 530-842-8220 astumbaugh@co.siskiyou.ca.us or aadkison@co.siskiyou.ca.us

Bid Submission for Siskiyou County Department of General Service Janitorial Services
Date:
Name:
Monthly Base Bid Amount:
I am authorized to submit the enclosed bid on behalf of myself and/or my organization.

Exhibit C

CONTRACT FOR JANITORIAL SERVICES

This Contract is made and entered into the	nis day of	, 2019, 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".		

- 1. <u>Purpose of Contract:</u> 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 <u>Weed Airport Restroom.</u>
- 2. <u>Services to be Performed:</u> 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. <u>Materials and Supplies:</u> Contractor shall furnish all materials and equipment necessary to perform the services required by this Contract as listed in Exhibit "A".
- 4. <u>Compensation:</u> County shall pay Contractor the rate of () () per month, with an amount not-to-exceed () () for fiscal year (July 1, 2019 June 30 2020), the rate of () () per month, with an amount not-to-exceed () () for fiscal year (July 1, 2020 June 30, 2021), and the rate of () () per month, with an amount not-to-exceed () () for fiscal year (July 1, 2021 June 30, 2022) for the services herein agreed to be performed. The total contract not-to-exceed amount is () (). This compensation shall be made by an automatic payment through the Auditor's office unless otherwise agreed to by both parties.
- 5. <u>Term of Contract:</u> This Contract shall commence on July 1, 2019, and shall terminate on June 30. 2022, unless terminated earlier as provided herein.
- 6. <u>Termination on Occurrence of Stated Events:</u> 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. <u>Termination by County for Default of Contractor:</u> 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. <u>Termination for Convenience of County</u>: 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. <u>Termination of Funding</u>: 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. <u>Compliance with Applicable Statutes, Ordinances and Regulations:</u> In performing the services required, Contractor shall comply with all applicable Federal, State, County and City Statutes, Ordinances and Regulations.
- 10. <u>Indemnification:</u> 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. <u>Insurance:</u> 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. <u>Employment Status:</u> 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 \$1500.00.

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. <u>Confidentiality:</u> 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. <u>Entire Agreement:</u> 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 bothparties. Contractor Page 4 of 6

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/she execution is made.

	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 p	roviding for the registration of contractors)
Note to Contractor: For corporations, the contract is chairman of the board, president or vice-president;	must be signed by two officers. The first signature must be that of the second signature must be that of the secretary, assistant rer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)
TAXPAYER I.D	COUNTY OF SISKIYOU
	Terry Barber, County Administrator (Date)
APPROVED AS TO LEGAL FORM	
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM: Fund 5230 Org 302060 Account 714000
FY 19/20 not to exceed FY 20/21 not to exceed FY 21/22 not to exceed
Jennie Ebejer, Auditor-Controller (Date)
APPROVED AS TO INSURANCE REQUIREMENTS:
Ann Merkle, Risk Management (Date)

Exhibit "A"

Janitorial Services for the Weed Airport Restrooms

	hereby agrees to provid	e basic custodial services for the restr	ooms at the
Weed	Airport for the specified term. The work will be	e performed by	All of
the en	nployees of the crew will be		employees.
Siskiyo	ou County agrees to pay	each month for FY 19/20 for the service	S.
Siskiyo	ou County agrees to pay	each month for FY 20/21 for the service	es.
Siskiyo	ou County agrees to pay	each month for FY 21/22 for the service	S.
In con	sideration of this monthly fee,	will provide the following serv	vices on a
weekl	/basis:		
1)	Sweep and mop floors.		
2)	Empty waste containers.		
3)	Clean sinks and mirrors.		
4)	Clean and disinfect toilets.		
5)	Clean and disinfect drinking fountains.		
6)	Wash walls as needed.		
7)	Add paper towels, toilet tissue, and soap as no	eeded.	
8)	Report any damage or malfunctions to Count	y representative.	
9)	Check the area for unsightly trash and remove	e.	
10) Remove trash from the airport area and place	it in SOC dumpsters for disposal.	
All cle	aning materials, hand soap, and paper suppli	es noted above will be supplied by	
At no	ime shall staff allow vehicular traffic from the	rest area onto the airport. Noncomplia	ance with
this ru	e can result in cancellation of the contract be	tween the County of Siskiyou and	

EXHIBIT B

JANITORIAL SERVICE SATISFACTION CHECKLIST

For Services at: Weed Airport Weed, CA 96094

W	Έ	Ε	K	LY
---	---	---	---	----

Transportation Services Manager

WEEKLY
Sweep and mop floors
Empty waste containers
Clean sinks and mirrors
Clean and disinfect toilets
Clean and disinfect drinking fountains
Wash walls as needed
Restock paper towels, toilet tissue and soap as needed
Report any damage or malfunctions to County representative
Check the area for unsightly trash and remove
Remove trash from the airport area and place it in SOC dumpsters for disposal
OVERALL RATING: Satisfactory Needs Improvement Unsatisfactory
COMMENTS: — — — — — — — — — — — — — — — — — — —
By: