

AGREEMENT
FOR
JANITORIAL SERVICES

This Contract is made and entered into this 1st day of August 2024 , by and between the **San Joaquin County Superintendent of Schools, (hereinafter "Superintendent")**, and _____, **(hereinafter "Contractor")**.

Superintendent and Contractor hereby agree as follows:

1. **Services:** Exhibits I and II.

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? Yes No

Have you or any of your employees previously been employed by the SJCOE? Yes No

Are you or any of your employees a California Public Employees' Retirement System (**CalPERS**) or a California State Teachers' Retirement System (**CalSTRS**) member? Yes No

If yes, which system? (CalPERS) (CalSTRS)

Are you, any of your employees, or sub-contractors a California Public Employees' Retirement System (**CalPERS**) or a California State Teachers' Retirement System (**CalSTRS**) retiree? Yes No

If yes, which system? (CalPERS) (CalSTRS)

Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employee's name, SSN#, etc.

2. **Site(s):** Services shall be provided for the following sites:

3. **Term of Agreement:** The term of this Agreement shall be from August 1, 2024 through _____.

Contract extension will be set at the discretion of the Superintendent.

- **Bid/First PO Fiscal Year** 2024 - 2025
- **Maximum Contract Extensions** (____ Years)
- **Current Term Year**
 - year 1 of ____
 - year 2 of ____
 - year 3 of ____
 - year 4 of ____
 - year 5 of ____ (max.)

4. **Termination of Agreement:**

This Contract may be terminated by either party upon thirty (30) days written notice. If terminated prior to the end of a monthly period, payment shall be made on a pro rata basis.

5. **Compensation:** Superintendent shall make payment to Contractor in the amount of \$ _____ per month for a total of \$ _____ with payment due within thirty (30) days after receipt of invoice.

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6. **Licenses:** Contractor shall maintain at his/her expense, all necessary licenses and permits required to carry out the terms of this Agreement. A copy of all applicable licenses shall be provided by Contractor to Superintendent.
7. **Compliance With Law:** Contractor shall provide all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of the public health and safety.
8. **Labor Code:** The Contractor shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than one thousand dollars (\$1,000.00). Copies of the prevailing rate of per diem wages are available online at the California Department of Industrial Relations website.
(If box is checked, compliance is required for this Contract.)
9. **Accident Prevention:** Precaution shall be exercised by Contractor at all times for the protection of persons and property.
10. **Superintendent's Representative:** Warren Sun is designated as the Superintendent's Administrator, who shall be contacted regarding contract compliance.
11. **Security:** Security shall be maintained. Doors, gates, and windows shall be closed and locked when not in immediate use. Upon completion of the work on any floor, Contractor's employee shall check interior/exterior doors and windows to make sure they are closed and locked. The Superintendent's representative shall direct the procedures for entering and leaving those areas protected by security alarms or guards. Contractor's employees shall not leave the premises during their shift. Contractor's employees shall not remove anything from County premises.

Contractor shall be required to complete a security check and clearance on each and every one of its employees who must work in the building during the conduct of their duties, similar to that which the San Joaquin County Office of Education requires for its own employees who must work in the building after normal working hours.

Only those lights necessary for cleaning in the immediate areas where the Contractor's employees are working will be lit. All lights shall be turned off before leaving offices that have been cleaned.

Contractor shall be responsible for reporting to the San Joaquin County Office of Education any unsafe conditions found during the inspection of the premises. Contractor shall maintain a file of key assignment cards for each employee, subject to inspection by the Superintendent's representative.

Contractor shall pay any cost incurred by the Superintendent due to negligent handling or Contractor's loss of keys.

Keys shall not be left in doors. All doors and windows shall be closed, locked, and checked upon leaving offices that have been cleaned.

Employees of Contractor shall not disturb papers on desks, open drawers or cabinets, use telephones, or tamper with personal property.
12. **Materials:** Superintendent shall furnish the following supplies:

Hand soap

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Hand towels
Sanitary napkins
Toilet tissue paper
Toilet seat covers
Trash can liners

Contractor shall, on a daily basis, fill all towel, soap, tissue, and sanitary napkin dispensers.

Contractor shall provide all of the materials necessary to clean and keep clean all interior portions of the building with the exception of mechanical rooms, and other areas the County's representative designates as exempt.

Contractor shall maintain clean janitor rooms. All equipment and supplies must be stored neatly.

Contractor shall provide all necessary containers to convey trash properly to trash bin.

Contractor shall submit to Superintendent for approval a list of all chemicals including floor finish and strippers to be used in performance of the work specified.

Contractor's employees shall use all chemicals in accordance with the manufacturer's recommendations.

Contractor shall consult with the SJCOE Operations' staff to determine the appropriate floor care/supplies based on the specific type of flooring being cleaned/maintained.

13. **Equipment:** Contractor shall furnish and maintain at all times a commercial upright-type vacuum cleaner and a floor buffing/stripping machine for each area having carpeting or buffable floors, as applicable. Contractor shall furnish a separate machine or attachments to the upright vacuum for the purpose of upholstery vacuuming and dusting of walls, lighting fixtures, etc., as applicable. Contractor shall furnish and maintain a wet/dry vacuum(s) and a hot water or steam extraction carpet shampooer/cleaner machine(s) for the purpose of performing carpet cleaning as required. Those areas having carpet with pads, only steam extraction shall be used.

Contractor shall not permit his/her employees to use electrical driven equipment with damaged cords or plugs. Such damaged equipment shall be repaired or replaced immediately.

All floor machines and vacuum cleaners shall be equipped with bumpers to protect County property.

If the Superintendent's representative permits the use of any County equipment, the Contractor shall be responsible for such equipment.

14. **Employee Appearance:** Contractor's employees, while working at times and locations that cause them to come into continual contact with County employees or customers, shall present a neat and clean appearance.

15. **Safety:** Prior to the start of work, County's representative shall instruct Contractor's representative as to the Superintendent's requirements for safety, security, and fire protection.

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Contractor's representative shall instruct Contractor's employees before starting work as to the safety, security, and fire protection, including the location and operation of fire extinguishers, for each County location to which the employee is assigned.

16. **Independent Contractor:** In the performance of services imposed by this Agreement, the Contractor is at all times acting as an independent contractor and not an employee of the Superintendent. The Contractor shall not have any claim under this Agreement or otherwise against the Superintendent for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, or any other benefits usually provided to employees. Contractor understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to Contractor and that no taxes will be paid by the Superintendent on Contractor's behalf to any governmental taxing body. Furthermore, in the event that the Superintendent is hereafter determined to be the employer of the Contractor and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, Contractor agrees to indemnify and hold harmless the Superintendent for all sums paid by the Superintendent to the taxing bodies and all expenses incurred incidental thereto, including attorneys' fees and costs. Should Contractor contract with or employ any persons to assist him/her on this project, it is agreed that such persons are not employees of the Superintendent or parties to this Agreement and shall have no rights hereunder. Contractor further agrees to make no claim against the Superintendent for any unemployment benefits, workers' compensation benefits, or medical benefits and expressly agrees the Contractor is not an employee of the Superintendent and is not entitled to any such benefits.

17. **Liability:** For the benefit and protection of the Superintendent and as additional consideration to the Superintendent, Contractor agrees to hold the Superintendent, its officers, agents, and employees harmless for and defend against, any and all claims and liabilities arising out of Contractor's activity, performance, and operations under this Contract.

The Contractor will indemnify the Superintendent against all claims, demands, and liability for damages for death or bodily injury to persons or for injury to property arising out of or connected with the services to be provided under this Contract. However, this indemnification will not extend to any loss, damage, or expense arising out of the sole negligence or willful misconduct of the Superintendent, or Superintendent's agents, servants, or other independent contractors.

18. **Insurance:** The Contractor shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00), combined single limit per occurrence providing damage liabilities. The insurance shall name the Superintendent, the County Board of Education, officers, or employees as additional named insured in the policy. It is agreed that the insurance provided by the Contractor is endorsed as primary to any similar insurance or self-insurance carried by the Superintendent.

The policy shall contain a contractual liability endorsement extending the coverage to include the liability assumed by a hold harmless clause in the Contract between the Superintendent and the successful bidder. This hold harmless clause of the Contract shall provide that the Contractor shall indemnify, defend, and hold the Superintendent, County Board of Education, the individual members thereof, all officers, and employees harmless of and from any and all claims, demands, causes of action, and

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suits, accruing or resulting from any losses, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly, arising out of, or any way connected with, the services covered by the Contract.

Contractor shall maintain during the term of this Agreement insurance for workers' compensation in the amount of the statutory limits or pursuant to Labor Code Section 3700, shall possess a Certificate of Consent to self-insure from the Director of Industrial Relations.

In signing this Contract, the Contractor makes the following verification required by Section 1861 of the Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the work of this Contract.

Contractor shall furnish the Superintendent with Certificates of Insurance evidencing the coverage specified under this Agreement and specifying that said insurance shall not be canceled without thirty (30) days prior notice to the Superintendent.

19. **Assignment:** This Agreement may not be assigned without the Superintendent's written permission.
20. **Entire Agreement:** This Agreement contains the entire agreement of the parties. It may not be modified except by written agreement signed by both parties.
21. **Notices:** Any notices shall be in writing and delivered or mailed, postage prepaid, to:

<u>Superintendent</u> Troy A. Brown, Ed.D. County Superintendent of Schools Gaylord A. Nelson Administration Center 2922 Transworld Drive Stockton, CA 95206 Attention: Warren Sun	<u>Contractor</u> _____
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In witness whereof, the parties hereto have executed this Agreement the day and year first written below.

• Contractor Information •

Company Name (If applicable)

Contractor's Name (Please Type or Print)

Contractor's Signature

Street Address

Date

City, State, Zip

• Project Manager Authorization •

Total Contract Amount: \$ _____

I have reviewed the legal and procedural guidelines pertinent to the determination of independent Contractor Status, including IRS Revenue Ruling 87-41, with regards to this Contract. I believe that the hiring of the named individual(s) under the status of Independent Contractor(s) is appropriate and legal.

Project Manager's Signature

Date

• Certification Regarding Debarment, Suspension, or Ineligibility •

The CONTRACTOR certifies that the CONTRACTOR, and any of its principals, independent contractors, and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
2. Have not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 (above) of this section; and
4. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

Project Manager's Signature

Contractor's Signature

• Fingerprinting Certification •

I hereby certify that the CONTRACTOR for this project will have contact with students as indicated below:

- CONTRACTOR will have **NO** contact with students.
- CONTRACTOR will have contact with students only in the immediate presence of a certificated staff member.
- CONTRACTOR will have unsupervised contact with students. A contractor's certification is attached.

Project Manager's Signature

Date

• San Joaquin County Office of Education •

Contract Manager's Signature

Date

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EXHIBIT I SCOPE OF SERVICES

- A. Contractor shall provide all material and labor set forth under Specifications for Janitorial Services, attached hereto as Exhibit I and II and incorporated herein as a part of this Contract.
- B. Within sixty (60) days after the start of the work specified herein, Contractor's representative shall submit to County's representative any recommendations for modifying the service schedules.

Superintendent approved modifications that result in an increase or decrease in the work specified herein shall be reflected by a change in the Contract's price.

- C. Contractor shall furnish an adequate number of properly trained cleaning personnel together with sufficient, competent supervision in order to at all times provide the proper work and services.

The Contractor will furnish personnel for one (1) shift, time to be scheduled with the Superintendent's representative. Employees of the Contractor shall be neatly attired.

- D. Contractor shall employ a supervisor who shall:
 - 1. Be a full-time salaried employee of the Contractor. Supervisor may be a working janitor who "supervises" as an added duty. Such employee shall have full authority to act for the Contractor.
 - 2. Visit each job location and inspect the work regularly; counseling and training the janitor as necessary to ensure specification compliance.
 - 3. Provide proper and consistent training to janitors to maintain the frequency schedule and quality of work specified herein.
 - 4. Accompany County's representative on inspection tours, twelve (12) or more times annually, per schedule furnished by Superintendent's representative.

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SPECIFICATIONS JANITORIAL SERVICES

The following cleaning shall be completed in a competent manner:

DAILY (on cleaning days)

General

- Gather all wastepaper and place for disposal
- Sweep and/or dust mop all floor surfaces
- Vacuum all carpeted areas
- Clean all drinking fountains
- Keep janitor's closet clean and orderly
- Leave only designated lights on
- Secure doors, windows, and gates before leaving
- Spot clean carpet as necessary

Note: Regular carpet spot cleaning of the same area will result in additional charges.

Restrooms

- Empty all wastepaper receptacles
- Empty sanitary napkin containers and place inserts
- Clean and disinfect wash basins, toilet bowls, and urinals
- Disinfect underside and tops of toilet seats
- Spot clean tile walls and toilet partitions
- Spot clean walls around wash basins
- Clean floors with a germicidal solution
- Refill soap, towel, tissue, seat cover, and sanitary dispensers

WEEKLY (following the last work day of the week)

- Dust counters, file cabinets, and telephones
- Mop floors
- Clean entrance door glass
- Clean all metal and mirrors
- Clean all dispensers

BIWEEKLY

- Dust partitions, ledges, and baseboards

MONTHLY

- Wax floors
- Perform high dusting of door sashes and tops of partitions
- Dust picture frames and clean glass
- Dust and vacuum air grills

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QUARTERLY

- Mop, buff, and wax restroom floors
- Mop, buff, and wax all tile floors

SEMI-ANNUALLY (June through December)

- Clean windows inside and out if requested (Additional charge per cleaning)
- Shampoo and disinfect all carpets (Additional charge per cleaning)

Additional Agreements

- Contractor shall provide all labor, equipment, supplies, and materials necessary for the proper completion of the specifications.
- San Joaquin County Office of Education shall provide all paper, plastic, and soap products.
- Contractor shall provide the San Joaquin County Office of Education with the "Material Safety Data Sheets" for all cleaning materials used.
- Contractor shall use only the appropriate floor care/supplies approved by the SJCOE Operations' staff.
- **All work shall be completed after 9:00 p.m. on weekdays or during non-business hours.**
- Contractor agrees that building cleaning will take place (except on holidays as specified below) from Monday through Friday evenings, on a weekly basis.
- Special Tasks: Contractor will respond to special cleaning tasks (such as additional carpet cleaning) as requested by the Superintendent's representative. Additional cleanings shall be billed separately.
- Holidays: The San Joaquin County Office of Education observes the following holidays:

New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

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EXHIBIT II
SERVICE SCHEDULE DEFINITION

A. FLOOR AREAS

1. SWEEP AND/OR DUST MOP - Floor surfaces including corners, behind doors, and under furniture are free of litter, dirt, spills, and dust. All dust mops must be cleaned and chemically treated regularly.
2. BUFF - Floors present a clean, high-gloss appearance. Areas adjacent to walls are free of wax build-up and baseboards are free of spots or streaks. Floors are to maintain an even appearance throughout by buffing. Surfaces that have been allowed to deteriorate through improper buffing (wax over dirt, etc.) will be stripped and refinished at Contractor's expense.
3. SWEEP TERRAZZO AND CONCRETE FLOORS - Floor surfaces are free of litter, dirt, and dust. Spills are removed with a damp cloth or mop. A nonflammable sweeping compound shall be used.
4. VACUUM CARPETS - All Areas - All carpeted surfaces are thoroughly vacuumed including corners, behind doors, and under furniture. Carpet is free of litter, dirt, and dust. Spills have been removed by spot cleaning.

B. GENERAL CLEANING

1. DUST FURNITURE - Vacuum/wipe all furniture and counters.
2. CLEAN FURNITURE - All furniture has been wiped free of dirt, grime, ink stains, and handprints.
3. CLEAN TELEPHONES - Telephones are free of dirt and handprints. Receiver has been wiped clean with a disinfectant cleaner.
4. CLEAN DRINKING FOUNTAINS AND SINKS - All surfaces are wiped clean with a disinfectant cleaner and are free of spots. The adjoining wall surfaces are free of water spots, streaks, and handprints.
5. EMPTY WASTEBASKETS - All wastebaskets are to be emptied and put back in place, clean and ready for use. Liners, if used, are clean and free of tears and holes. Waste is deposited in the area designated by Superintendent's representative.
6. CLEAN SURFACES - If surface is free of work materials, surfaces shall be thoroughly cleaned.
7. WASH WASTEBASKETS - Wastebaskets are empty, clean, and free of dirt and grime. They have been returned to their original location after cleaning.
8. CLEAN VERTICAL SURFACES - All vertical surfaces (walls, doors, partitions, etc.) up to the height of the doors, are free of fingermarks and other dirt spots of any kind.

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C. TOILET AREAS

1. CLEAN AND DISINFECT FLOORS - Floors have been swept and (wet) mopped using a disinfectant cleaner. All surfaces have been cleaned including corners, under waste receptacles, and are free of stains.
2. CLEAN AND DISINFECT FIXTURES - All surfaces including metal work of wash basins, water closets, and urinals are free of dust and dirt. Water closet seats have been cleaned with a germicidal cleaner and are left in a raised position after cleaning.
3. CLEAN PARTITIONS AND WALLS - Partitions and walls have been cleaned and are free of dust, dirt spots, and smears. Lodges, baseboards, ventilating grills, and fans are free of dust and dirt.
4. CLEAN URINAL PARTITIONS - All partitions adjacent to urinals have been cleaned with a germicidal cleaner and are free of spots and smears.
5. REFILL DISPENSERS - All toilet room supply dispensers have been filled with an adequate supply to last until the next regular service.
6. CLEAN MIRRORS, FIXTURES, AND DISPENSERS - The chrome or stainless-steel surfaces of mirrors, fixtures, and dispensers are clean and free of dust and dirt. Painted metal dispensers are free of dust, dirt, and grime.
7. EMPTY RECEPTACLES - All toilet room receptacles are empty. Liners, if any, are clean and free of tears and holes.
8. CLEAN RECEPTACLES - All toilet room receptacles are free of dust, dirt, and grime.

D. GLASS CLEANING

1. ENTRY GLASS - Doors and glass panels adjacent to the doors are clean and free of dirt, grime, streaks, and are clear of all excess moisture. Door, window frames, and sash are free of dust and loose dirt.
2. FRONTAGE GLASS - All ground level windows facing on sidewalks and interior glass doors are clean and free of dirt, grime, streaks, and are clear of all excess moisture. Window frames, sash, and sills are free of dust, dirt, drippings, and other watermarks.
3. INTERIOR GLASS - All interior surfaces of windows in exterior walls are clean and free of dirt, grime, streaks, and are clear of all excess moisture. Window frames, sash, and sills are free of dust, dirt, drippings, and other watermarks.

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E. DUSTING

1. PARTITIONS, LEDGES, AND BASEBOARDS - The horizontal surfaces of partitions including all wall-mounted items, ledges, and baseboards are free of dust.
2. BLINDS AND GRILLS - All window blinds and H.V.A.C. grills (including the drinking fountain diffuser) are free of dust.
3. HIGH DUSTING - All walls above the top of doors, ceiling surfaces including the exterior surfaces of light fixtures, tops of bookcases, cabinets, and vents are free of dust and cobwebs.
4. VACUUM UPHOLSTERED FURNITURE - All upholstered surfaces of furniture are free of dust when hit with the palm of the hand. All dust spots have been removed by spot cleaning.

F. LIGHTING

1. DUST - All exposed surfaces of light fixtures are free of dust.

G. SHAMPOOING

1. CARPETS - All carpet surfaces are shampooed with a rotary brush and good grade cleaner, then vacuumed so that carpets are free of dust, dirt, grime, and stains.
2. SPOT CLEAN CARPETS – Spills, dirt, grease, and grime are spot cleaned.

GENERAL - Contractor shall comply with all local, state, and federal safety regulations governing conduct of such work.

No product shall be used which may prove damaging to interior or exterior finishes.

Whenever possible, Contractor shall complete washing both interior and exterior surfaces in a certain area before moving on to the next area.

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