



## ADVERTISEMENT FOR BIDS: JANITORIAL SERVICES, COUNTYWIDE

### 1 Overview

Douglas County, Nevada (the “County”) is requesting bids from qualified vendors to provide Janitorial Services for the County in accordance with the terms, conditions and specifications set forth in the Bid Documents.

### 2 Advertisement for Bids

Bid Title & Objective	Janitorial Services, Countywide The services consist of regular janitorial services within identified Douglas County facilities.
Bid End Date	<b>June 5, 2020 at 10:00 a.m.</b>
Bid Submission	Sealed bids for Janitorial Services, Countywide, will be received by Douglas County at 1120 Airport Road, #F-2, Minden, Nevada 89423 until June 5, 2020 at 10:00 a.m., at which time the Bids received will be opened publicly. Bids received after June 5, 2020 at 10:00 a.m. will not be opened or considered.
Pre-Bid Conference	May 29, 2020 at 9:00 a.m. (Conducted via Zoom) <a href="https://zoom.us/j/99283490455?pwd=YIBrL0hRS0wrR0hPSk05UnU4OGZ2dz09">https://zoom.us/j/99283490455?pwd=YIBrL0hRS0wrR0hPSk05UnU4OGZ2dz09</a> Meeting ID: 992 8349 0455 Password: 252361 Dial by your location +1 669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma) Attendance at the pre-bid conference is encouraged, but not mandatory
Bid Contact	Glen Radtke Fleet and Facilities Manager, Public Works Department P.O. Box 218 Minden, Nevada 89423 gradtke@douglasnv.gov 775-783-6437
Plans and Specifications:	Bid Documents, including plans and specifications can be obtained from the Douglas County Website ( <a href="https://www.douglascountynv.gov/r_f_p_b_i_d_s">https://www.douglascountynv.gov/r_f_p_b_i_d_s</a> ), Bid ID Number 2020PW0603.

## 2.1 Site Visit

There will not be a formal site visit for this project. It is solely the responsibility of the Bidder to visit and inspect the County's location(s) and facilities prior to submitting a bid. By submitting a proposal, the Bidders agree that they have familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

Bidders are free to visit any publically accessible site where services are to be performed and may submit questions or seek admittance to non-publically admissible areas by contacting Glen Radtke, using the contact information above. *Bidders should note that some areas are temporarily closed to the public due to the declared State of Emergency associated with COVID-19. Bidders are encouraged to contact Glen Radtke prior to making any site visits to ensure that the facilities are available for inspection.*

## 2.2 Bid Documents

Bid documents may be examined and obtained electronically via the Douglas County website ([https://www.douglascountynv.gov/rfp\\_bids](https://www.douglascountynv.gov/rfp_bids)) and will be marked with project number 2020PW0603. The Bid Documents include:

- This Advertisement for Bids, including Exhibits A and B, and all subsequently posted Addenda
- The sample Contract Document (See Section 3.10, below)

## 2.3 Point of Contact

For information concerning clarification or procedures to submit proposals, vendors may contact Glen Radtke at 775-783-6437. Questions received less than three (3) business days prior to the Bid End Date may not be answered.

# 3 SPECIAL TERMS AND CONDITIONS

## 3.1 Addenda, Changes, and Interpretations

Any individual or entity submitting a bid in response to this Advertisement is responsible to ensure that it has clarified any ambiguity, conflict, discrepancy, omission or other discovered error in this solicitation. Requests for such clarification must be received at least three (3) business days prior to Bid Opening. Questions received after this date may not be addressed. By submitting a bid, the Bidder agrees and warrants that its questions have been answered or that it is otherwise satisfied that the documents are clear and unambiguous.

Answers to questions that do not materially affect the scope of services or solicitation process may be provided at the Pre-bid conference or via email. Responses to questions and requests for information that may have a material impact on the scope of services or the solicitation process will only be provided in the form of a written Addendum, which will be posted on the website (<https://douglascountynv.gov/bids.aspx>) with the other bid documents. Other than as specifically set forth herein, no oral explanation given by a County employee or representative shall be binding upon the County and such explanations should not be relied upon. Each Bidder is responsible for reviewing the website on a regular and ongoing basis to ensure that it is apprised of any and all addenda. All addenda are part of the solicitation documents and each bidder will be bound by the addenda.

### **3.2 Changes and Withdrawals**

Bidders may change or withdraw their bids at any time prior to the Bid Opening, provided, however, that Bidders must make such changes or withdrawals by submitting written notifications in the same manner as required for Bid submission. No oral modifications will be allowed.

### **3.3 Bid Costs**

The County does not intend, and is under no obligation, to pay any costs incurred by any Bidder to prepare and submit a Bid. The County shall not be liable for any costs incurred in responding to this Advertisement for Bids.

### **3.4 Pricing and Delivery**

All pricing should be identified and broken-down by Service Location, as identified in Exhibit A; Bidders shall complete the Bid Schedule form included in Exhibit B to submit with their Bid. As a part of the Bid Schedule, Bidders are required to identify the minimum number of personnel (supervisors and employees) necessary to carry out the requirements of the Contract. Bidders shall provide a monthly pricing breakdown per Service Location, and such pricing shall account for the schedule of services set forth in the Bidding Documents. Pricing shall be provided as a “monthly” cost; Bidders are responsible for ensuring that the monthly cost adequately compensates the Bidder for all services set forth in the contract documents; Bidders shall ensure that all services, including services to be provided less frequently than monthly are accounted for in the price development. Failure to provide a cost breakdown as requested may result in the bid being deemed unresponsive. All travel costs or other associated costs must be included in the cost. Bidders will be required to employ no less than the minimum identified staff for the duration of the contract, and the pricing should therefore account for such employment. For the purpose of completing the minimum staffing section of the Bid documents, Bidders may assume (by way of example) that two ½-time employees are equal to one full-time employee. The County will not accept additional costs.

### **3.5 Payment for Services**

If the County enters a contract with a bidder, unless Bidder has received a written exemption from the County, Bidder shall submit monthly requests for payment for services performed under the Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. For requests that are not in dispute, the County will make prompt payments within 30 days of receiving the request. For requests that are in dispute, the County will provide written notice of the disputed amounts and will pay any undisputed amounts. Disputed amounts will be resolved in accordance with the Dispute Resolution section.

### **3.6 Mistakes**

Each bidder is responsible for reviewing all contract and solicitation documents carefully. The submission of a bid shall be construed as the Bidder's acknowledgement that it has full knowledge of the scope, nature and quality of the work to be performed; that the Bidder has a full understanding of the detailed requirements of the specifications, and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

In the event of a discrepancy between pricing set forth in the Bid Schedule, the individual, line-item costs will prevail over any written sums, products, or quotients.

### **3.7 Modification of Services**

The County reserves the right to unilaterally delete any portion of the services to be performed at any time without cause, and if such right is exercised by the County, the total fee for services shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

The County may require additional work to be provided or additional service locations to be added to the scope of the Contract. Such modifications may be accomplished by Change Order, provided that the parties agree upon the price and scope of the Change.

### **3.8 No Exclusive Contract**

The Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from other vendors at the County's sole option.

### 3.9 Sample Contract

A sample of the County's standard contract can be found on the website at (<https://douglascountynv.gov/bids.aspx>). The Bidder's execution of a contract similar to the one found on the website may be required prior to beginning any work.

### 3.10 Responsiveness

In order to be considered responsive to this solicitation, a Bidder's proposal shall fully conform in all material respects to the solicitations and all of its requirements, including form and substance. The County maintains the right to waive minor discrepancies if the County determines that such waiver is in its best interest.

### 3.11 Minimum Qualifications/Checklist

To demonstrate Bidder's qualifications to perform the solicited work, the bidder shall submit, at a minimum, the following:

#### 3.11.1 Business License

Evidence of Bidder's authority to do business in the State of Nevada.

#### 3.11.2 Completed and fully executed Bid Schedule and accompanying acknowledgements, provided in Exhibit B.

#### 3.11.3 Representations

Each Bidder must, before submitting a bid:

- Examine and carefully review the Bidding Documents and Contract Documents along with any data referenced or identified in those documents
- Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance under the Contract
- Certify in writing, based on the information and observations referred to above, that at the time of submitting its Bid, no further examinations, investigations, or information is necessary for the determination that performance of the obligations under the contract at the price within the bid
- Certify in writing that it has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution by the County thereof is acceptable to Bidder
- Certify in writing that the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Advertisement for Bids, and that without exception the Bid and all prices in the Bid are

premised upon performing and furnishing all work required within the timelines required by the Bidding Documents.

#### 3.11.4 Requests for Information

Nothing contained in this section will limit or prejudice the right of the County to seek additional pertinent information regarding Bidder's qualifications.

### **3.12 Subcontractors and Assignments**

If awarded a contract for services, no Bidder or Contractor is permitted to subcontract or assign any obligation or right without the County's prior written consent to such an assignment.

### **3.13 Insurance Requirements**

#### 3.13.1 Insurance Requirements

If awarded a Contract, Contractor shall maintain Comprehensive General Liability Insurance in an amount of not less than \$2,000,000 Combined Single Limit (Bodily Injury and Property Damage) and Automobile Liability Insurance in an amount of not less than \$500,000 that will protect it from claims for damages and personal injury, including death, which may arise from or are related to Contractors' responsibilities under this contract. The insurance policies must name Douglas County, the Douglas County Board of Commissioners, and the County's officers, agents, and employees as additional insureds. Certificates of Insurance must be delivered to the Douglas County Maintenance and Operations Superintendent. The Douglas County Maintenance and Operations Superintendent must be notified in writing at least 30 days in advance of the cancellation of any required insurance policy. Douglas County reserves the right, in its sole discretion, to require insurance limits in an amount greater than that specified above. The issuing insurance company is subject to approval by the County.

#### 3.13.2 Worker's Compensation

The Contractor must provide worker's compensation insurance issued by the State Industrial Insurance System, or adequate proof of self-insurance, for employees working in the State of Nevada. The Contractor shall require the same worker's compensation insurance of a subcontractor when the work is to be performed by a subcontractor. Certificates of worker's compensation insurance are to be filed with the Douglas County Maintenance and Operations Superintendent prior to commencing work

### **3.14 Safety & Security**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, fire suppression systems, vehicles, etc. on or around the job sites. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the County.

### **3.15 Force Majeure**

In the event Contractor is delayed in performance of services by unforeseeable Acts of God, lockouts, or other events beyond the control of Contractor (collectively or individually "Force Majeure"), then Contractor's nonperformance during the Force Majeure shall be excused, provided that: the excused nonperformance is of no greater scope and of no longer duration than is required by the Force Majeure; no obligation of either party that arose before the Force majeure shall be excused as a result of the Force Majeure; Contractor shall not be entitled to any compensation for work that was excused and not performed.

### **3.16 Contract Period and Service Test Period**

The initial contract term shall be for a period of two (2) years, of which the first 90 days shall be considered a "service test period." The initial contract term shall commence on the later of either August 3, 2020 or the date the contract is signed by both parties. The 90-day service test period shall automatically roll into the remaining initial term unless the Owner gives Contractor written notice of its intent to discontinue service by no later than five calendar days prior to the end of the probationary period. Such written notice by the Owner will constitute sufficient notice to terminate the contract as of the last day of the service test period. Owner may terminate the contract at the conclusion of the service test period with or without cause. Owner may terminate with cause if (a) Contractor has been noticed of 3 or more deficiencies in the 90-day period; (b) Owner discovers any discrepancy in Contractor's bid submissions or other required submissions to the County; or (c) Contractor fails to adhere to any other term of the Contract.

Unless earlier terminated, the Contract will automatically renew for successive two-year periods unless either party provides the other with written notice of its intent not to renew the Contract at least 60 days in advance of the anniversary date of the Contract.

### **3.17 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of two (2) years. No cost increases shall be accepted in the initial term. Bidders should consider this when providing pricing upon their bids.

After the initial term, costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustments shall be based upon the latest yearly percentage increase in the West Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) per year.

The yearly increase or decrease in the CPI shall be the latest index published and available for the calendar year ending December 31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least 90 days in advance of the anniversary date of the Contract. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. If the Contractor declines or otherwise fails to submit a request for cost adjustment as set forth in this section, then pricing for the forthcoming extension shall not increase.

#### **4 Bidder Selection Process**

##### **4.1 Submittal requirements**

Each Bidder is responsible for ensuring that it has provided documentation and information sufficient to establish that it is qualified to perform the Work set forth herein. It is the Bidder's responsibility to ensure that it has followed all of the instructions and made all of the necessary representations in accordance with the Bidding Documents. Each Bidder is also responsible for ensuring that its bid arrives within the time prescribed and at the place indicated in the advertisement or invitation. Any bids received after the date and time prescribed for opening, or not submitted to the correct location or in the manner designated herein, will not be accepted.

##### **4.2 Review of Submittals**

The County will review all timely submittals for compliance with this document and other Bid Documents. The County may seek additional pertinent information regarding Bidder's qualifications. The County reserves the right to waive any minor informalities required by the Bidding Documents or other documents.

##### **4.3 Notice of Intent to Recommend Award**

After Bid Opening, Douglas County Public Works will review all timely submitted bids. Based on its review, if an acceptable Bid is identified, Douglas County Public Works will post a Notice of Intent to Recommend Award on the website (<https://douglascountynv.gov/bids.aspx>). All Bidders are responsible for regularly reviewing the aforementioned website for such postings. A Bidder's failure to timely review the website or inform itself of postings thereon shall not constitute grounds to extend the protest period set forth below.

##### **4.4 Protest Process**

Any person who submits a bid in response to this solicitation may, after the bids are opened and within 10 calendar days of the date on which Douglas County Public Works issues a notice of intent to recommend award, file with Douglas County Public Works a notice of protest in accordance with NRS 332.068.

Any person who files a notice of protest shall be required at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State, in an amount equal to the lesser of: (1) twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (2) Two hundred and Fifty Thousand Dollars.

The bid protest will be processed in accordance with NRS 332.068.

#### **4.5 Contract Award**

A Contract may be awarded by the Douglas County Board of Commissioners at a public hearing. The County reserves the right to dismiss all Bids received.

### **5 Technical Specifications**

#### **5.1 Objective**

If a Bidder is awarded a Contract with the County, the Bidder will become the “Contractor” and will be responsible to meet or exceed the Technical Specification, set forth herein.

The stated janitorial services are generally required at the designated facilities on a regular basis, typically five (5) times weekly, and are to be provided Monday through Friday, after regular working hours, unless otherwise noted. Adequate personnel shall be provided to ensure that the tasks are completed within a reasonable amount of time.

Contractor shall be responsible for the specific scheduling of the work which must be performed as specified in the Schedule of Services. Work must be scheduled so that it will not disrupt the functions and normal day-to-day operations of the County’s facilities. The County reserves the right to approve and require changes to the Contractor’s work schedule

Contractor shall furnish all necessary labor, tools, appliances, equipment, and other accessories, services, maintenance, and facilities to perform the services specified in this Contract except those items that are specifically identified in the contract that will be provide by the County.

The cleaning requirements specified in this document are considered the minimum acceptable cleaning requirements. It is expressly understood by the Contractor that the intent of any Janitorial Contract is to supply the complete custodial services for the designated areas of the buildings listed.

#### **5.2 Supervision & Personnel**

Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract during all service hours. Supervision must be by an on-site supervisor. The supervisor shall be responsible for monitoring and administration of personnel activities, and resolution of any service problems with designated County staff. The Contractor's supervisory personnel must be capable of reading or otherwise comprehending chemical labels, job instructions, and signs and to communicate with County management personnel. The supervisory personnel must be capable of communicating effectively with all of the Contractor's personnel who are under their supervision. Contractor shall provide an adequate number of trained and qualified personnel to satisfy the tasks identified under the contract.

### **5.3 Supplies**

The County will provide (and the Contractor shall not be responsible for providing): wastebasket liners, any towels, toilet tissue, hand cleanser/conditioner, body cleanser/conditioner, urinal screens, sanitary napkins, sanitary tampons, all cleaners (including floor cleaners, detergents, polishes, and other consumable products), disinfectants (including germicidal and other disinfecting cleaners), waxes, strippers and liners for sanitary napkin waste units.

The Contractor shall be responsible for monitoring the quantity and status of all supplies and shall, prior to running out, provide the County with one week's advanced notice for the request of supplies furnished by County. Requests will be made in writing to the Fleet and Facilities Manager ("Manager") or an authorized representative.

Except as specifically set forth above, Contractor shall provide all materials, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. This shall include all required maintenance and cleaning products, including, but not limited to: brooms, mops, mop handles, dust mops and handles, dust pans, bowl mops, bowl brushes, putty knives, dusters, sponges, rags, window squeegees, floor pads, rubber gloves, spray bottles, floor machines, vacuum cleaners, etc. to perform the cleaning.

All floor finishes, floor sealer, floor stripper, germicidal cleaner, disinfecting cleaner, carpet cleaner, supplies, detergents, defoamer, spotter metal and wood polishes, etc. must be registered with the U.S. Department of Agriculture. Contractor's employees must use appropriate protective clothing and gear when using skin-irritating or other chemicals.

Vacuum cleaners shall be equipped with a beater bar or double row of brushes with high suction. The bar or brush setting should be approximately 1/8" below the vacuum cleaner casing. It is recommended that vacuum cleaners are equipped with special HEPA type bags that lose no more than 1/10 of one percent of dust collected to the atmosphere.

Note: All supplies must be used in accordance with the manufacturer's recommendations and instructions. All containers must be labeled with the manufacturer's brand name, name of product, and its recommended use and any warning manufacturer-issued warning labels. All equipment used in the cleaning operation at the County Facilities must be in good safe operating condition as required by OSHA or other applicable rule or regulation.

#### **5.4 Deficiencies**

The Manager, or the Manager's authorized representative, shall decide all questions that may arise as to the quality or acceptability of any work performed under this Contract. If, in the opinion of Manager, or the Manager's authorized representative, the Contractor's performance becomes unsatisfactory and deficiencies have occurred, the County shall notify the Contractor. The Contractor shall have a specified time, designated by the Manager, for the correction of the deficiency. The Contractor must initiate corrective action within four (4) working hours after notification.

In the event a deficiency is not corrected within the time provided by the Manager, the County has the immediate right to correct the deficiencies through use of County employees or outside contractors, as deemed necessary by the County, and shall deduct the amount necessary to perform the work from any balances due, or to become due, to the Contractor.

Contractor must have a phone number where its representative can be contacted immediately, at any time, to initiate corrective action within the time specified by the Manager. The time specified for taking corrective action begins from the time the County calls the Contractor at the telephone number provided by the Contractor.

If the Contractor receives three (3) deductions within any 30 workday period, or more than a total of nine (9) deductions during the Contract period, the Contract may be terminated at the sole discretion of the County. The Contractor may appeal any decision to deduct monies pursuant to this section but must file the appeal, in writing, with the Public Works Director within ten (10) days from the date of the County's written notice of a deduction. The decision of the Public Works Director is binding upon the parties.

#### **5.5 Service Locations**

A complete listing of facilities and current operating hours of offices within the facility is provided and attached as Exhibit A. The list provides *estimated* square footage. The list also indicates a "Total Number of Days to Be Cleaned." This number indicates the number of days within each week for which "Daily" services must be completed. Weekly, monthly, etc. services shall be based on calendar weeks, months, etc.

#### **5.6 Schedule of Services**

##### **5.6.1 Offices, Corridors, Lounges, Breakrooms, Foyers, Lobbies, publically**

accessible hallways, and stairs, Courtrooms, Meeting Rooms

The Contractor shall ensure that the following services are performed at the rates prescribed herein for all offices, corridors, lounges, breakrooms foyers and lobbies, publically accessible hallways, and stairs, Courtrooms and meeting rooms within the service locations listed in Exhibit A.

5.6.1.1 Daily

- Empty wastebaskets, replace bag liner if ripped, soiled or wet
- Dispose of refuse to an outside dumpster
- Empty recycle containers and deposit material into outside collection container
- Clean and sanitize all table and counter surfaces not covered in paper or other materials
- Remove and dispose of all cardboard or other discarded materials that are left for removal and clearly marked as “TRASH” or “RECYCLING”
- Examine all floors, walls, or other surfaces for spills, leaks or debris and clean any area or item upon which such spills, leaks or debris are discovered
- Clean glass (or Plexiglas) on service windows, and any glass that is entirely inside, with no surface exposed to the outdoors (including but not limited to windows between rooms, windows in interior doors, and glass paneled interior walls); glass shall be cleaned such that there are no spots or streaks
- Sweep and damp mop all hard flooring (including elevators, stone surfaced flooring, and stairs) such that they are free of debris, film, mop streaks and scuff marks
- Clean and sanitize drinking fountains
- Ensure that there is an adequate supply of hand towels and hand soap in each dispenser therefor
- Scour and disinfect sinks
- Clean and sanitize all handles, handrails, elevator push-buttons, and service counters.
- Spot-clean any stains or spills in carpeted areas

5.6.1.2 Weekly

- Wipe down all frames and sills with a damp cloth
- Wipe down all shelving with damp cloth
- Examine all fabric covered furniture for stains, spills, or debris and clean any area upon which such stains, spills or debris is discovered
- Wiped down all elevator walls; clean all stainless steel surfaces with an appropriate stainless steel cleaner, there shall be no streaks
- Examine all light fixtures, skylights, or other over-head structures for dust, spider-webs, or other debris, and remove any such debris
- Mop all hard-surface stairs and landings and wash all handrails, ensuring that all dirt, debris, spider webs, and other accumulation is

removed; vacuum carpeted stairs and landings; vacuum all carpeted areas

- Clean and disinfect all conference tables, breakroom tables and other common-space tables; clean and disinfect arms of conference chairs, breakroom chairs and other common-space chairs

#### 5.6.1.3 Every-other week

- Examine all wall vents, ceiling vents and floor vents throughout the facilities to ensure that they are free of dust or lint; dust or wash the vents as necessary.
- Sanitize, disinfect, and wipe down all telephones

#### 5.6.1.4 Quarterly

- Dust all blinds

#### 5.6.1.5 Annually

- Wax and polish all hard-surface flooring

### 5.6.2 Restrooms, Locker-Rooms, and Showers

The Contractor shall ensure that the following services are performed at the frequency prescribed herein for all restrooms, locker-rooms, and showers within the service locations listed in Exhibit A.

#### 5.6.2.1 Daily

- Wash/mop walls and floors and disinfect shower floors, walls, and fixtures
- Wet mop and disinfect floors; areas behind toilets, along wall bases, and under urinals must be free of odor causing stains, dirt and debris
- Clean and polish all mirrors
- Wipe down partitions
- Clean and disinfect all door handles and metal push-plates upon the doors
- Ensure that there is an adequate supply of hand towels, toilet paper, sanitary napkins, tampons, toilet seat covers and hand soap in each dispenser therefor
- Empty and clean tops and outside (inside if needed) of trash containers with disinfectant
- Scour and disinfect showers, toilets, urinals and sinks; toilets shall be flushed after cleaning to rinse; toilet seats shall be cleaned with germicidal detergents that are also biocidal and effective for virucidal, tuberculocidal pseudomonocidal and fungicidal bacteria
- Clean and polish all metal surfaces that are visible within the restroom, locker room or shower

#### 5.6.2.2 Weekly

- Shower floors, walls and fixtures shall be scrubbed to remove soap scum and/or mildew accumulations
- Clean locker tops
- Clean all doors

- Pour at least one gallon water down each floor drain

5.6.3 Exterior Areas, Parking Areas and Tahoe Parking Facility

5.6.3.1 Twice per week (Mondays and Thursdays)

- Remove all trash from trash receptacles and dispose of refuse in a designated dumpster
- Remove all debris from ashtrays

## 5.7 Optional Additional Services

In addition to the regular services mentioned above, bidders are requested to provide costs for the following optional services:

- 5.7.1 Quarterly (Price to be given as a lump-sum to conduct one quarterly cleaning of *all* of the below-listed items)
- Shampoo all carpets in hallways, stairways, and entrance ways, lobbies, lounges, breakrooms and high-traffic areas
- 5.7.2 Twice per Year (price to be given as a lump-sum to conduct one semi-annual cleaning of the below-listed items)
- Clean all exterior windows such that they are free from dirt, debris, spots and streaks
- 5.7.3 Annually (price to be given as a lump-sum to conduct one annual cleaning of *each* below listed items)
- Wax and polish all hard-surface flooring

## 5.8 Nonexclusive

By submitting a bid, Bidders understand, acknowledge, and agree that, if selected, the Bidder will not have the exclusive right to perform the scope of work described herein during the term of this Contract, including any extensions or renewals. The County may at any time secure similar or identical services from another vendor, at the County's sole option, or the County may elect to perform similar or identical services itself.

## 5.9 Measurements

The square footages, numbers of rooms, types of rooms, etc. set forth in Exhibit A are only estimates. Bidders are responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments for increase or decrease of footage required for the job. Therefore, the total offer must be based on the accurate measurements by bidders during any site visit or inspection. Failure to do so will be at the bidder's risk.

## 5.10 Miscellaneous

### 5.10.1 Conservation

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed. The use of water shall be limited to that which is reasonably necessary to perform the tasks herein.

### 5.10.2 Storage Space

The Contractor may store supplies, materials, and equipment in designated storage areas within Douglas County facilities. The Contractor agrees to maintain storage areas in accordance with all applicable fire and other regulations. The use

of County storage facilities will be on a space available basis and subject to the approval of the Manager.

No materials, equipment or supplies shall be stored or temporarily set in restrooms or other spaces accessible to the Public. Contractor shall ensure that all storage areas are properly secured from the public.

#### 5.10.3 Key Charge

The Contractor must sign for each key or key card issued to it. If the Contractor, or one of Contractor's employees, loses a key or key card, then the Contractor shall be required to pay for each duplicate key or key card made in an amount of \$50 per key card; or \$75 per key. If the Manager determines, in the Manager's sole discretion, that locks must be changed or re-keyed as a result of a lost key or key card, then the Contractor shall incur an additional charge of \$90 per lock for each lock changed or re-keyed. These charges will be deducted from monthly payments made to the Contractor.

#### 5.10.4 Security & Safety

Contractor, its agents and employees, will be required to enter limited access areas throughout the County in order to complete the services identified in the janitorial contract. As a result, Contractor, its agents and employees are required to submit to annual background screening, including fingerprinting, that is conducted by the County at no cost to Contractor. Contractor shall promptly inform the County of any change in personnel and cooperate with the County to ensure that new personnel complete the background screening in a timely manner.

The Contractor shall be responsible for maintaining security on the premises while performing the Contractor's services. Other than employees of the Contractor who have been authorized by the County to enter the facilities, or authorized County personnel who have independent access to the facilities, Contractor shall not facilitate the entry of any person upon the premises. The Contractor's employees must not disturb papers on desks, open drawers or cabinets, or tamper with personal property.

Any damage to, or loss of, real or personal property caused by the Contractor or its subcontractors, employees, or agents must be promptly repaired or replaced to the satisfaction of the Manager.

The Contractor must be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) and the regulations adopted by the U.S. Department of Labor and the Nevada Department of Business and Industry.

All ladders, scaffolding, or other devices used to reach an elevated surface or object not otherwise accessible must be of sound construction, firm and stable, and must be maintained in good condition. All equipment must be moved in a manner to ensure the maximum safety to any person and property and to cause the least possible interference with the normal use of the area by the public and County personnel. All of Contractor's employees must receive training by the Contractor in the safe use and proper operation of all materials and equipment

when they are initially hired and thereafter on a regular basis, in no event less than once every two (2) years.

#### 5.10.5 Hazard Communication

The Contractor must be familiar with and execute operations to comply with the guidelines established under the Hazard Communication Standard (29 CFR 1910.1200, et. seq.) Material Safety Data Sheets, for labeling and training required by federal regulations. All work must be performed in strict compliance with product instructions. When utilizing materials that are regulated through this rule, the Contractor must make every effort to protect its employees, the public, and the County's personnel from the effects of hazardous materials.

#### 5.10.6 Recycling

The Contractor is responsible for the removal of white office paper from designated containers in work areas. The medium size (9"x12"x16"), large size (13"x18"x27") and any box labeled "Recycled Paper" must be removed, emptied, and returned to their original locations. County personnel will be responsible for the removal of white office waste paper within small size (3-1/4"x9"x11-1/4") containers. Medium or large size containers must be emptied before the container is 3/4 level full of paper. Dumpster locations are as follows:

1. County Administration Building
2. Judicial and Law Enforcement Building
3. Public Works Building
4. Minden Inn

The Contractor shall immediately notify Maintenance and Operations at 775-782-6437 if any dumpster container is found to be approaching a full level or has been overfilled.

The Contractor is responsible for the removal of all aluminum cans from designated containers in work areas. Aluminum can containers must be emptied before the container is 3/4 level full. The containers may be emptied in large collection receptacles located at the Douglas County Animal Shelter.

#### 5.10.7 Indemnification

The Contractor shall release and discharge Douglas County, the Douglas County Board of Commissioners, its officers, agents, and employees from liability for, and assume the risk of loss or damage to Contractor's property. Further, the Contractor shall save Douglas County, its agents and employees, and the Douglas County Board of Commissioners harmless from, and defend against, all losses, liabilities, expenses and other detriments of any nature and description, to which Douglas County, its agents and employees, and the Douglas County Board of Commissioners may be subjected to by reason of any intentional, reckless, or negligent act or omission of the Contractor, or by any of the Contractor's subcontractors, employees, agents, invitees or licensees, where such loss, liability, expense or other detriment arises out of or in connection with the contract including, but not limited to, liens, personal injury, death or loss of, or damage to, the property of Douglas County or others.

#### 5.10.8 Scheduling

Waxing and stripping, carpet shampooing or steam-cleaning, or cleaning of light fixture lenses, must always be scheduled with the Manager by advance verbal and written notice.

# **Exhibit A**

[*Service Locations* – 7 attached pages]

**AIRPORT ADMINISTRATION**

1146 Airport Road, Minden, Nevada 89423

Total square feet:	2,400
Total number of days to be cleaned:	3
Basement storage area:	0
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	5
Restrooms:	3
Showers:	0
Stairs:	No
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday

**ANIMAL CONTROL BUILDING**

921 Dump Road, Gardnerville, Nevada 89510

Total square feet:	3,250
Total number of days to be cleaned:	2
Conference room:	1
Elevator:	0
Locker rooms:	1
Lunchroom/kitchen:	1
Offices:	3
Restrooms:	2
Showers:	1
Stairs:	No
Hours open to public:	8:00 a.m. – 6:00 p.m. Monday – Friday 7:00 a.m. – 5:00 p.m. Saturday - Sunday

**COUNTY ADMINISTRATION BUILDING**1616 8<sup>th</sup> Street, Minden, Nevada 89423

Total square feet:	15,539
Total number of days to be cleaned:	5
Conference room:	1
Elevator:	1
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	21
Restrooms:	4
Showers:	0
Stairs:	Yes

Weight/Exercise rooms:	0
Commission Chambers	1
Carpeted flooring area:	14,152 square feet
Non-carpeted flooring area:	1,387 square feet
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (Note: Conditions may vary throughout the year due to late night meetings.)

### **911/COMMUNICATIONS BUILDING**

1615 8<sup>th</sup> Street, Minden, Nevada 89423

Total square feet:	5,800
Total number of days to be cleaned:	5
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	8
Restrooms:	2
Showers:	0
Stairs:	No
Carpeted flooring area:	4,594 square feet
Non-carpeted flooring area:	246 square feet
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (24 hours for emergencies)

### **DISTRICT ATTORNEY SATELLITE OFFICE**

Total square feet:	1000
Total number of days to be cleaned:	5
Conference room:	0
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	4
Restrooms:	1
Showers:	0
Stairs:	No
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday

### **JUDICIAL AND LAW ENFORCEMENT CENTER**

1038 Buckeye Road, Minden, Nevada 89423

Total square feet:	65,600
Total number of days to be cleaned:	5

Conference room:	10-12
Elevator:	1
Locker rooms:	4
Lunchroom/kitchen:	8
Offices:	60
Restrooms:	23
Showers:	6
Stairs:	Yes
Weight/Exercise rooms:	Yes
Carpeted flooring area:	26,559 square feet
Non-carpeted flooring area:	1,173 square feet
Hours open to public:	6:00 a.m. – 6:00 p.m. Monday – Friday (24 hours for emergencies)

**MINDEN INN**

1594 Esmeralda Avenue, Minden, Nevada 89423

Total square feet:	22,070
Total number of days to be cleaned:	5
Basement storage area:	1
Conference room:	5
Elevator:	1
Locker rooms:	0
Lunchroom/kitchen:	2
Offices:	40
Restrooms:	8
Showers:	0
Stairs:	Yes
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (Hours may vary throughout the year due to meetings.)

**MINDEN LIBRARY**

1625 Library Lane, Minden, Nevada 89423

Total square feet:	14,587
Total number of days to be cleaned:	5
Basement storage area:	0
Conference/meeting rooms:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	5
Restrooms:	5
Showers:	0
Stairs:	No

Hours open to public: 11:00 a.m. - 8:00 p.m. Monday  
 9:00 a.m. – 5:00 p.m. Tuesday  
 9:00 a.m. – 6:00 p.m. Wednesday-Thursday  
 9:00 a.m. – 6:00 p.m. Friday-Saturday  
 (Hours may vary according to staffing.)

**NORTH VALLEY SHERIFF'S SUB-STATION**

3587 North Sunridge Drive, Minden, Nevada 89423

Total square feet:	1,240
Total number of days to be cleaned:	2
Basement storage area:	0
Conference room:	1
Elevator:	0
Garage:	1
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	3
Restrooms:	2
Showers:	
Stairs:	
Weight/Exercise rooms:	0
Hours open to public:	9:00 a.m. - 5:00 p.m. Monday - Friday

**PUBLIC GUARDIAN OFFICE**

Total square feet:	800
Total number of days to be cleaned:	1
Basement storage area:	0
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	4
Restrooms:	1
Showers:	0
Stairs:	0
Weight/Exercise rooms:	0
Hours open to public:	N/A

**PUBLIC WORKS**

1120 Airport Road, Bldg. F-2, Minden, Nevada 89423

Total square feet:	3.900
Total number of days to be cleaned:	2
Basement storage area:	0

Conference room:	1
Elevator:	0
Locker rooms:	1
Lunchroom/kitchen:	1
Offices:	8
Restrooms:	4
Showers:	1 – IN THE LOCKER ROOMS?
Stairs:	Yes
Weight/Exercise rooms:	0
Hours open to public:	7:30 a.m. – 4:00 p.m. Monday – Friday

### **RECORDS STORAGE BUILDING**

1120 Airport Road, Bldg. F, Minden, Nevada 89423

Total square feet:	3,241
Total number of days to be cleaned:	780 square feet cleaned 1 days per week 2,461 square feet to be cleaned monthly
Basement storage area:	0
Conference room:	0
Elevator:	0
Labs:	1
Locker rooms:	0
Lunchroom/kitchen:	0
Offices:	1
Restrooms:	1
Showers:	0
Stairs:	0
Vaults:	3
Weight/Exercise rooms:	0
Hours open to public:	N/A Hours to be coordinated and arranged.

### **TAHOE SERVICE CENTER BUILDING**

375 Highway 50, Stateline, Nevada 89449

Total square feet:	12,128
Total number of days to be cleaned:	5
Conference room:	2
Elevator:	1
Locker rooms:	2
Lunchroom/kitchen:	1
Offices:	25
Restrooms:	10
Showers:	2
Stairs:	Yes
Weight/Exercise rooms:	0

Carpeted flooring area:	10,111 square feet
Non-carpeted flooring area:	2,017 square feet
Hours open to public:	8:00 a.m. – 5:00 p.m. Monday – Friday (24 hours for emergencies)

### **TAHOE PARKING FACILITY**

175 Highway 50, Stateline, Nevada 89449

Total number of days to be cleaned:	2 (Monday and Thursday)
Total trash receptacles	6

### **VEHICLE MAINTENANCE BUILDING**

1120 Airport Road, Bldg. K, Minden, Nevada 89423

Total square feet:	1,235 square feet
Total number of days to be cleaned:	2
Basement storage area:	0
Conference room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	4
Restrooms:	2
Showers:	2
Stairs:	Yes
Weight/Exercise rooms:	0
Carpeted flooring area:	0
Non-carpeted flooring area:	1,235 square feet
Hours open to public:	8:00 a.m. - 4:00 p.m. Monday - Friday

### **ZEPHYR COVE LIBRARY**

233 Warrior Way, Zephyr Cove, Nevada 89448

Total square feet:	7,296
Total number of days to be cleaned:	3
Conference/meeting room:	1
Elevator:	0
Locker rooms:	0
Lunchroom/kitchen:	1
Offices:	2
Restrooms:	2
Showers:	0
Stairs:	0
Hours open to public:	11:00 a.m. – 6:00 p.m. Tuesday – Saturday Hours may vary according to staffing.

## **Exhibit B**

[*Bid Schedule* - 4 attached pages]

**Bid Schedule**

<b>Service Location</b>	<b>Monthly Charge</b>
Airport Administration	
Animal Control Building	
County Administration	
911/Communications Building	
District Attorney Satellite Office	
Judicial and Law Enforcement Center	
Minden Inn	
Minden Library	
North Valley Sheriff's Sub-Station	
Public Guardian	
Public Works	
Records Storage Building	
Tahoe Service Center Building	
Tahoe Parking Facility	
Vehicle Maintenance Building	
Zephyr Cove Library	
<b>Total Monthly Charge:</b>	

**Total Annual Charge:** \_\_\_\_\_

**Proposed Minimum Staffing for Regular Services:**

Supervisors: \_\_\_\_\_

Janitorial Personnel (not including Supervisors): \_\_\_\_\_

**Optional Additional Services**

Service	Unit	Price
Quarterly <ul style="list-style-type: none"> <li>Shampoo all carpets in hallways, stairways, and entrance ways, lobbies, lounges, breakrooms and high-traffic areas</li> </ul>	Lump Sum	\$_____ per Quarterly Cleaning
Twice Per Year <ul style="list-style-type: none"> <li>Clean all exterior windows such that they are free from dirt, debris, spots and streaks</li> </ul>	Lump Sum	\$_____ per Semi-Annual Cleaning
Annually <ul style="list-style-type: none"> <li>Wax and polish all hard-surface flooring</li> </ul>	Lump Sum	\$_____ per Annual Cleaning

Consistent with the Advertisement for Bids, the determination of the apparent low Bid will be made on the Total Annual Charge.

This Bid is submitted to Douglas County, Nevada, C/O Douglas county Public Works for Janitorial Services, County wide.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Douglas County in the form included in the Bid Documents to perform all janitorial services as specified or indicated in the Bid Documents for the prices indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. Bidder further acknowledges and agrees that the term of the contract will begin upon acceptance of the bid, and that services will commence by August 3, 2020, unless otherwise indicated in the final Contract.

By submitting this Bid, Bidder acknowledges, represents, warrants and agrees that it:

- Examined and carefully reviewed the Bid Documents along with any data referenced or identified in those documents, the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- Has become familiar with and satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance under the Contract
- Certifies in writing, based on the information and observations referred to above, that at the time of submitting its Bid, no further examinations, investigations, or information are necessary for the determination that performance of the obligations under the contract at the price within the bid

- Certifies in writing that it has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution by the County thereof is acceptable to Bidder
- Certifies in writing that the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of the Advertisement for Bids, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing all work required within the timelines required by the Bid Documents
- Acknowledges and accepts all of the terms and conditions of the Bid Documents, including the Advertisement for Bids and all Exhibits and Addenda.
- Has made a genuine Bid and not made in the interest or on behalf any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not engaged in any deceptive, fraudulent, corrupt or collusive practice in the preparation or submission of this bid.
- That the prices and terms referenced in the proposal will remain valid and open to acceptance for a period of no less than 180 days after bid opening.

This Bid is submitted by:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_

(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in Nevada is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

# CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

***INDEPENDENT CONTRACTOR***

This Contract for Services by an Independent Contractor (the “Contract”) is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the “County”), and ***Independent Contractor, a STATE Business Type registered with the Nevada Secretary of State (if applicable)*** (“Contractor”). The County and Contractor are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

**WHEREAS**, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**[OPTIONAL – ONLY IF CONTRACT IS WITH A DESIGN PROFESSIONAL] WHEREAS**, Contractor represents Contractor is licensed by the State of Nevada as a design professional under NRS 388.010(8) and is not a member of a design-build team under NRS 338.010(7).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the later of either **August 3, 2020** or the date it is approved and signed by representatives of both Parties (“Effective Date”).

Unless earlier terminated, the terms of this Contract shall remain in effect for the duration of the initial term, which will expire **two years** after the Effective Date. The first 90 days of the initial term shall be a “Service Test Period,” as described in Section 3.16 of the Bid Solicitation. The Contract may be terminated or renewed as set forth in the Bid Solicitation, which is attached hereto and incorporated herein as Exhibit A.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties,

incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

***Independent Contractor** has entered into a contract with Douglas County to perform services related to short description, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.*

*The certificate and notice should be mailed to:*

*Douglas County  
**Public Works** Department  
 ATTN: **Fleet and Facilities Manager**  
 Post Office Box 218  
 Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide

another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform services related to Janitorial Services - Countywide. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per year (the "Contract Price"). The cost for services are further set forth in Exhibit B, hereto. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

**6. WARRANTY.** Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services, installations, or work performed under this Contract shall be free of defects in material and workmanship.

**7. TERMINATION OF CONTRACT.** The Contract may be terminated as set forth in Section 3.16 of Exhibit A. Alternatively, either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination. At any time after the Service Test Period, the County may terminate the Contract without cause upon 60 days written notice to Contractor.

**8. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's

discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**9. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and **Exhibits A and B**. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of **Exhibit A, then B**.

**10. DISPUTE RESOLUTION.** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**11. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**12. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**13. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**14. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to

Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**15. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**16. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees. **OR [If Contract is with a Design Professional]** To the fullest extent permitted by law, Contractor shall indemnify and, hold harmless and defend County from and against any liabilities, damages, losses, claims, expenses, actions or proceedings caused by or arising from the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor against all liability, claims, actions, damages, losses, and expenses, including, without limitation, County's reasonable attorneys' fees and costs.

**17. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**18. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**19. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**20. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**21. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**22. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to unforeseeable protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

**23. COUNTERPARTS.** This agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**24. WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**25. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County  
Attn: **Public Works, Fleet and Facilities Manager**  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:** **INFO**

**26. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**Independent Contractor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

**Douglas County**

By: \_\_\_\_\_  
**William B. Penzel, Chairman** (Date)  
**Douglas County Board of Commissioners**