

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement is made between the County of Washoe hereinafter referred to as the "County", and Qual-Econ U.S.A. Inc., hereinafter referred to as "Contractor".

WITNESSETH

RECITALS: The County requires janitorial services for the locations listed on Attachment I of the Invitation to Bid #3058-18, and the Contractor represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such service as shall be necessary, required or desired, for and on behalf of the County.

SCOPE AND INTENT: For the purpose of this Agreement, service shall be provided for the High Security Buildings at the five (5) days per week for public area and one (1) day a week for staff area, Monday through Friday, 6:00 p.m. to 6:30 a.m. excluding Washoe County observed holidays.

Contractor must perform the duties contained herein with minimum involvement of County.

The County reserves the right to adjust the number of days of service and the service levels themselves at any time during the term of the resultant agreement and shall provide the Contractor not less than seven (7) days notice of any change in service level(s). The Contractor shall agree to prorate the cost for services at any of the locations whereby service levels shall be changed in a fair and equitable manner agreeable to Washoe County.

The Contractor's relationship to the County will be that of independent contractor and at all times this relationship will be governed by and be in compliance with the terms of this Agreement. Nothing in this Agreement is intended to, nor will in any manner be construed to create the relationship of employer/employee between the parties. County will not be responsible for payment or withholding of unemployment compensation, FICA, income tax, retirement, life and/or medical insurance and worker's compensation based on payments due Contractor hereunder as Contractor is an independent contractor. Further, it is understood that Contractor, in its performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

TERM OF AGREEMENT: This Agreement shall be commence on December 1, 2018 through November 30, 2021. Pricing shall remain firm for the duration of the initial Agreement.

The County reserves the option to renew with the Contractor for two (2) additional one (1) year periods, at the sole discretion of the County and the concurrence of the Contractor.

Any request for rate increases for the renewal agreement is to be submitted in writing to Washoe County Purchasing, P.O. Box 11130, Reno, NV 89520-0027, not less than sixty (60) days prior to the renewal date. Rate increase requests are subject to negotiation between Contractor and Washoe County Purchasing.

FUNDING-OUT CLAUSE: The Parties acknowledge that under NRS 244.320 and 354.626, if County's governing body does not appropriate or budget funds for the purposes specified in this Agreement, or the County's governing body has, in its discretion, determined to amend previous appropriated or budgeted amounts to eliminate or reduce funding for the purposes of this agreement, this agreement will be terminated without penalty charge or sanction..

INDEPENDENT CONTRACTOR: Contractor is an independent contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's business license # is _____. Contractor must provide Federal Tax or Social Security Number on required Form W-9. OR Contractor is not licensed as Contractor and is exempt because _____.
- k. That Contractor understands that it is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.
- l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

INCORPORATED DOCUMENTS: The parties agree that the following documents are incorporated into this agreement: (1) exhibit A, Invitation to Bid and its attachments; (2) exhibit B, Purchase Order; and (3) all validly executed change orders or amendments.

In the event of a conflict between the documents that make up this agreement, the documents will prevail in the following order: a validly executed change order or amendment; this Agreement; exhibit A, Invitation to Bid and its attachments; the remainder of the documentation.

This agreement and its attachments constitute the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other contracts, whether written or oral between the parties.

FIDELITY BOND: Prior to performance, Contractor shall provide a Fidelity bond covering all employees, and owners, assigned to Washoe County, and the bond shall be effective for the entire three (3) year Agreement period.

Fidelity bonds shall provide a minimum coverage of \$5,000,000.00/per employee/owner/per occurrence.

Bonds shall be drawn in favor of the County of Washoe, a political subdivision of the State of Nevada.

Renewal agreement will require a new Fidelity bond, as specified above, for an additional renewal period if required.

TRANSFER OF OWNERSHIP, CHANGE OF NAME, CHANGE IN PRINCIPLES:

Contractor hereby agrees that, prior to any sale, transfer, business name change, change in principles, assignment or any other occurrence that alters this Agreement in any way between the Contractor and County, it shall notify County, in the person of the Purchasing and Contracts Manager, at least thirty (30) days prior to making such change

CANCELLATION OF AGREEMENT: Contractor shall reserve the right to cancel the Agreement, provided a written, dated notice of intent to cancel shall be delivered to the County in the person of the Washoe County Purchasing and Contacts Administrator at least thirty (30) days prior to the anticipated cancellation date.

The County shall reserve the right to cancel the resulting Agreement without cause, upon thirty (30) days written notice, without termination charge or penalty. In the event the Contractor shall fail to accept delivery of said notice, the effective date for termination shall be thirty (30) days after the date of posting.

The County shall reserve the right to cancel portions of the total cost of the resulting Agreement based on the closing of a location or the relocation of a Washoe County Department, Division or Agency with a seven (7) days written notice without termination charge or penalty. In the event the Contractor shall fail to accept delivery of said notice, the effective date for termination shall be seven days after the date of posting.

Cancellation may also occur in the event of any of the following:

- Discontinuance of service due to Washoe County's decision to conduct said services utilizing Washoe County employees. Washoe County will provide Contractor, and their respective bonding company, no less than thirty (30) days written notice. Contractor's Fidelity bond will be returned.
- On the opinion of Washoe County, of the employment of unacceptable personnel by Contractor and failure of Contractor to replace such personnel;
- Receipt of delinquency or cancellation notice regarding Contractor's required insurance coverages i.e. Workers Compensation Insurance and/or general liability, auto and fidelity bond in which case termination may be immediate and without pay;
- Failure of Contractor to satisfactorily correct deficiencies, and/or persistent deficiencies, brought to their attention by the appropriate person as noted in Section 18 or by Washoe County Purchasing after thirty (30) days notice of such deficiencies, and/or;
- Evidence that Contractor shall be adjudicated a bankrupt, or is in receivership, or has made an assignment to creditors of Contractor, or on evidence of any other indication that the financial or legal situation of Contractor shall preclude the ability of Contractor to continue to operate successfully. In such cases, termination may be immediate.

PRICING: The prices named herein are for the completed work, and include the furnishing of all materials not provided by the County and all labor, equipment, tools and appliances and all expense, direct or indirect, connected with the proper execution of the work.

COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS: Contractor shall at all times agree to be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees to work in the United States.

INSPECTIONS: The County reserves the right to make periodic unannounced inspections of Contractor's services in order to ensure compliance with this Agreement and attachments thereto.

TELEPHONE CONTACT: Contractor shall be required to maintain telephone service such that County may contact or leave a message for the Contractor or their designee at any time. Contractor shall provide advance notice to County of any change in telephone number.

BACKGROUND CHECK: All staff that Contractor will be using for this location must undergo a background check by the Washoe County Sheriff's Department for security clearance before working. The cost of the background checks shall be paid by the Contractor.

KEYS/BADGES: Contractor shall be issued building keys and/or badges, where applicable, for the performance of services as specified herein. In the event such building keys and/or badges, entrusted to Contractor, should become lost, a fee of \$450.00 per set, shall be deducted from any payment to be rendered to Contractor.

PAYMENT: For successful performance of the terms and conditions contained herein, County shall agree to pay Contractor for the sum of \$59,870 per month for janitorial services at the location listed Invitation to Bid #3058-18 Attachment A, plus any charges for Call Back Service(s) and Porter Duties. All services are payable within thirty (30) days following satisfactory performance and rendering of correct invoice(s), whichever is later. County shall not render payment in advance of services performed.

All invoices shall be mailed to the Washoe County Comptroller, c/o Accounts Payable, P.O. Box 11130, Reno, NV 89520-0027.

NOTICES: Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Contractor shall be addressed to:

Qual-Econ U.S.A. Inc.
Trinidad Dominquez, Owner
1015 Telegraph St., Suite C
Reno, NV 89502

Notice to County shall be addressed to:

Washoe County Purchasing
Purchasing & Contracts Manager
P.O. Box 11130
Reno, NV 89520-0027

A party upon written notice may change the person and addresses to which notices are to be given at any time to the other party. All notices given pursuant to this Agreement shall be deemed given on the date showing on the return receipt, or in the case of refusal or failure to accept delivery, the date of the postmark on the return receipt.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: _____

Pamela Mann

Purchasing & Contracts Manager

Date: _____

Contractor:

By: _____

Title: _____

Date: _____

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On this ____ day of _____, 20____, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she executed the foregoing Agreement.

NOTARY PUBLIC