



Contract Number

21-368

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	GP Marketing Services-Team Custodial Services
Contractor Representative	Paul Chelena, pchelena@gapacms.com
Telephone Number	877-377-2737
Contract Term	May 18, 2021 through May 17, 2024
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

- Briefly describe the general nature of the contract:** Dispenser Installation Agreement with GP Marketing Services and Team Custodial Services, Inc. for installation of hygienic dispensers, effective May 18, 2021 through May 17, 2024 at no direct cost from GP Marketing Services or Team Custodial Services, Inc.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 4/27/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

4/27/21

**County of San Bernardino on behalf of Arrowhead Regional Medical Center (ARMC) - 2021
Dispenser Installation Program Scope of Work Agreement**

Building Owner/Facility Manager

- List of restricted access hours/areas (if any) to be provided before the start date.
 - Dispensers and product must be dispersed to staging areas at each building prior to installer's arrival.
 - A facility escort must remain with the installers while onsite at security facilities.
 - List special equipment/clothing required (if any) in advance. (ie: hard hats, safety glasses, steel toe shoes, etc.)
 - To the knowledge of Building Owner/ Facility Manager does the facility have any areas that contain asbestos?
- Circle one: Yes No
If yes, please list:

GPMS Installers

- Will transport dispensers and product to restrooms within the building
- Remove old dispensers
- Place new dispensers on the wall according to ADA guidelines Sections 307.2 Protruding Objects, 308.2 & 308.3 Forward & Side Reach, and 604.7 Water Closet High and Low Reach Limits.
Any requested deviations by Building Owner / Facilities Manager from the ADA Standards listed above must sent via registered mail to: Georgia-Pacific Marketing Services
P.O. Box 1447, Kennesaw, GA 30156 Attn: Paul Chelena or via email to: pchelena@gpacms.com
- Existing holes will be covered with new units when possible.
- Due to the diversity and condition of surfaces where dispensers are placed, installers do not patch or fill holes that are not covered by the footprint of the new dispenser.
- Dispensers shall be installed with #10 wall anchors and screws. Due to the inability to sufficiently secure, towel dispensers will not be installed on mirror surfaces.
- Any additional changes requiring hardware changes and/or relocation of existing dispensers must be approved by GP Marketing Services in writing prior to the start of the job.
- Once the dispenser is installed the installer will install product.
- Will return the old dispenser and trash back to the staging area.

-Quantity discrepancies in dispensers or trash receptacles are the responsibility of the building owner.
-Installers are scheduled to mount Georgia-Pacific dispensers only.
-Modifications to existing wall surfaces or receptacles may be needed to install semi-recessed dispensers. These modifications are considered irreversible and permanent.
-Georgia-Pacific LLC, its subsidiaries, affiliates and/or its Agents are not held liable for any damages occurring during or a result of the installation of dispensers. Installers (Team Custodial Services Inc.) are responsible for any damage they create. Team Custodial Services Inc, 1335 S Garfield Ave, Loveland CO 80534 will be the onsite contractor.
-Any request for changes to this Scope of Work shall be directed in writing to:
Georgia-Pacific Installation Program PO Box 1447, Kennesaw, GA 30156
Toll Free 877-377-2737, Toll Free Fax 877-329-4767, or installs@gpacms.com

The Addendum as set forth in pages 2 through 3, shall apply to this Agreement.

Agreement:

Company County of San Bernardino on behalf of Arrowhead Regional Medical Center (ARMC)

Signature Curt Hagman Date MAY 18 2021

Print Signature Curt Hagman

Company GP Marketing Services

Signature Paul Chelena Date 3/29/21

Print Signature PAUL CHELENA

Company Team Custodial Services Inc.

Signature Matt McCoy Date 3/29/21

Print Signature Matt McCoy

Sign and return to: installs@gpacms.com or fax to: 877-329-4767

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Addendum to Dispenser Installation Scope of Work Agreement – page 2

1. **Term:** The term of the Dispenser Installation Program Scope of Work Agreement (Agreement) shall be three years, beginning from the last date the Agreement is executed by the parties. Each party may terminate this Agreement for any reason with at least 30 days advance written notice to the all other parties.
2. **Insurance. TEAM CUSTODIAL SERVICES Inc. (TCS)** shall maintain the following insurance coverage at the following minimum limits for the term of this Agreement:
 - **Workers' Compensation/Employer's Liability** – A program of Workers' Compensation Insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons.
 - **Commercial General Liability Insurance** – General Liability Insurance covering all operations performed by or on behalf of TCS providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal Injury, Contractual liability, and a \$2,000,000 general aggregate limit.
 - **Automobile Liability Insurance** – Primary Insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

All policies, except for Worker's Compensation, shall contain additional endorsements naming Customer as an additional named insured with respect to liabilities arising out of this Agreement. When applicable, and when requested by Customer, evidencing proof of the foregoing coverage shall be furnished to Customer.

TCS shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit TCS and TCS's employees or agents from waiving the right of subrogation prior to a loss or claim. TCS hereby waives all rights of subrogation against Customer.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

TCS agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between TCS and Customer or between Customer and any other insured or additional insured under the policy.

Unless otherwise approved by Customer's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to, and approved by Customer's Department of Risk Management.

3. TCS agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Customer on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. TCS's indemnification obligation applies to the Customer's "active" as well as "passive" negligence but does not apply to the Customer's "sole negligence" or "willful misconduct" within the meaning of California Civil Code section 2782. This provision shall survive termination or expiration of the Agreement.

If, in TCS's opinion, any product provided by TCS subject to this Agreement becomes, or is likely to become, the subject of a claim of infringement of Intellectual Property Rights, TCS may, at its option: (i) procure for Customer the right to continue using the product(s); (ii) replace or modify the product(s) to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of TCS, Customer shall cease use of the product(s) upon written notice from TCS, and TCS shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to TCS for such product(s).

TCS also agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Customer on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. TCS's indemnification obligation applies to the Customer's "active" as well as "passive" negligence but does not apply to the Customer's "sole negligence" or "willful misconduct" within the meaning of California Civil Code section 2782.

4. **Governing Law and Venue.** This Agreement will be governed by and construed under the laws of the State of California without regard for principles of choice of law, and any action arising under this Agreement shall be venued in the San Bernardino County Superior Court.
5. **Signatures.** The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Addendum to Dispenser Installation Scope of Work Agreement – page 3

6. and municipal laws, ordinances, rules and regulations. GPMS and TCS shall maintain these licenses in effect for the duration of this Agreement. GPMS and TCS will notify Customer immediately of loss or suspension of any such required licenses. Failure to maintain a required license may result in immediate termination of this Agreement.
7. **Payment Terms:** Net 60 days after receipt of invoice.
8. **Debarment:** TCS and GPMS hereby represent and warrant that they are not and at no time have been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, GPMS and TCS represent and warrant that no proceedings or investigations are currently pending or to their knowledge threatened by any federal or state agency seeking to exclude them from such programs or to sanction them for any violation of any rule or regulation of such programs.
9. **Assignment:** No party to this Agreement may assign their rights or obligations hereunder to any third party without the written consent of all parties to the Agreement.

End of addendum.