



Contract Number
21-670 A-4

SAP Number
4400018607 A-4

Project & Facilities Management Department

Department Contract Representative	<u>Richard Ayala</u>
Telephone Number	<u>(909) 387-5111</u>
Contractor	<u>Santa Fe Janitorial Maintenance Services, Inc.</u>
Contractor Representative	<u>Irineo Nuno</u>
Telephone Number	<u>(909) 606-2756</u>
Contract Term	<u>11/1/2021 – 10/31/2026</u>
Original Contract Amount	<u>\$ 6,017,416</u>
Not to Exceed Amount	<u>\$ 550,000</u>
Amendment #4 Amount	<u>\$ 95,914</u>
Total Contract Amount	<u>\$ 6,663,330</u>
Cost Center	<u>7303001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 4
CONTRACT NO. 21-670
CUSTODIAL SERVICES CONTRACT**

This Amendment No. 4 (Amendment) dated March 26, 2024 is made by and between Santa Fe Janitorial Maintenance Services, Inc. (Contractor) and San Bernardino County (County) for custodial services and modifies the terms to Contract No. 21-670, executed between the parties and effective as of November 1, 2021 (Contract).

WHEREAS, the County conducted a competitive process to find Contractor to provide custodial maintenance services (Services), and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County found Contractor qualified to provide these Services; and

WHEREAS, the County desired that such Services be provided by Contractor and Contractor agreed to perform these services as set forth below; and

WHEREAS, on 9-14-21 (Item No. 45), the Board of Supervisors approved Contract No. 21-670 for these Services; and

WHEREAS, on 2-8-22 (Item No. 49), the Board of Supervisors approved Contract No. 21-670 A-1 to change Contractor's legal corporate name to Santa Fe Janitorial Maintenance Services Inc.; and

WHEREAS, on 3-15-22 (Item No. 45), the Board of Supervisors approved Contract No. 21-670 A-2 to provide custodial services at an additional three locations within the area identified as Zone 4 West San Bernardino; and

WHEREAS, on 10-24-23 (Item No. 43), the Board of Supervisors approved Contract No. 21-670 A-3 to provide custodial services at one additional location within the area identified as Zone 4 West San Bernardino; and

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

1. **REPLACE Section F.1. Fiscal Provisions** with the following: The County will compensate the Contractor for its services under this Contract \$106,050 monthly (effective 4/1/2024), one month in arrears. Contractor will only be compensated for emergency related work performed following receipt of written or email authorization from the Project & Facilities Management Department, approving the work and the estimate provided by Contractor. Contractor shall include the written or email authorization with any email provided by Contractor. The maximum amount of payment under this Contract shall not exceed **\$6,663,330** and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

2. **REPLACE ATTACHMENT B, COST PER SITE, with ATTACHMENT B** included in this Amendment.

3. **Political Contributions Disclosure (SB1439)**

Contractor has disclosed to the County using the attached form - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Amendment was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

4. **CAPITALIZED TERMS**

Any capitalized term used, but not defined, in this Amendment shall have the meaning given to it in the Contract.

5. **FULL FORCE AND EFFECT**

The Contract, as modified by this Amendment, remains in full force and effect.

6. **CONTRACT EXECUTION**

This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

**ATTACHMENT B
COST PER SITE – Zone 4 West San Bernardino**

BUILDING ID	LOCATION	ADDRESS	SPECIAL REQUIREMENTS	SQUARE FEET	MONTHLY COST	ANNUAL COST
DEV001	Devore Animal Shelter	19777 Shelter Way Devore	Mon – Fri 4am-1pm; vacuum before 8	1,987	\$ 578	\$ 6,936
DEV009	SB Sheriff Admin, Lobby & Classrooms	18000 Institution Rd Devore	Mon – Fri 7am-4pm	5,486	\$ 1,156	\$ 13,872
	Classrooms 3, 4 & 5	18000 Institution Rd Devore	Mon – Fri 7am-4pm when empty	2,440	\$ 578	\$ 6,936
	Classrooms A & B/Academy	18000 Institution Rd Devore	Mon – Fri 7am-4pm when empty	2,788	\$ 578	\$ 6,936
	Gym – Academy Area	18000 Institution Rd Devore	Mirrors kept clean & disinfect equip	1,493	\$ 578	\$ 6,936
	Training Locker Rm/Academy	18000 Institution Rd Devore	Mon – Fri 7am-4pm when empty	2,733	\$ 578	\$ 6,936
	Officer Training Locker Room	18000 Institution Rd Devore	Mon – Fri 7am-4pm when empty	3,766	\$ 650	\$7,800
	AOTC Main Bldg	18000 Institution Rd Devore	Mon – Fri 7am-4pm	4,320	\$ 900	\$ 10,800
	Classrooms E, F, G & Restroom	18000 Institution Rd Devore	Mon – Fri 7am-4pm when empty	840	\$ 250	\$ 3,000
	CSI Restrooms	18000 Institution Rd Devore	Trash & 3x/wk	2,000	\$ 347	\$ 4,164
	P.P.C. 3 Range Restrooms & Conf Room	18000 Institution Rd Devore	3 times per week	4,000	\$ 347	\$ 4,164
	Classroom H Dev 143	18000 Institution Rd Devore	1 time per week	960	\$ 200	\$ 2,400
DEV079	Emergency Vehicle Operations Ctr	18958 Institution Rd Devore	Mon–Fri 7:30am–5:00 pm vacuum before 8am	8,000	\$ 1,256	\$ 15,072
FON010	Fontana Courthouse	17780 Arrow Blvd Fontana	Mon-Fri 7pm-7am; 1 staff 8am-5pm; English required; entrance pressure wash 2x/month; ext/int entrance windows clean weekly	59,756	\$ 8,553	\$ 102,636
	Fontana Sheriff	17780 Arrow Blvd Fontana	Mon-Fri 10am-3pm	10,655	\$ 1,555	\$ 18,660
FON011	Fontana Probation 1 st Fl	17730 Arrow Blvd Fontana	Mon-Fri 6pm-6am	13,645	\$ 1,835	\$ 22,020

	Fontana Probation 2 nd Fl	17730 Arrow Blvd Fontana	Mon-Fri 6pm-6am	13,123	\$ 1,835	\$ 22,020
BUILDING ID	LOCATION	ADDRESS	SPECIAL REQUIREMENTS	SQUARE FEET	MONTHLY COST	ANNUAL COST
FON017	County Fire	15380 San Bernardino Ave. Fontana	Tues & Fri 6pm- 6am	2,914	\$ 450	\$ 5,400
FON057	Wellspring Center - DBH	15217 San Bernardino Ave. Fontana	Mon-Fri 8am- 5pm; no trash bags or liners	10,616	\$ 4,327	\$ 51,924
FON058	Merrill Center - DBH	14677 Merrill Ave. Fontana	Mon-Fri 8am- 5pm; no trash bags or liners	11,102	\$ 4,327	\$ 51,924
FON900	Fontana Jury Assembly Rm	17780 Arrow Blvd Fontana	Mon-Fri when room is unlocked	3,390	\$ 451	\$ 5,412
RAN001	Rancho Cucamonga Courthouse	8303 Haven Ave. Rancho Cucamonga	Mon-Fri 2 court & 1 DA porter 8am- 5pm; Other svc 6pm-8am	253,189	\$ 24,698	\$ 296,376
	Rancho Courthouse		Quarterly power wash of entrance		\$ 400	\$ 4,800
RAN007	Probation Training Ctr	9478 Etiwanda Ave. Rancho Cucamonga	Mon-Fri 7am-4pm 3 FT staff	80,927	\$ 13,883	\$ 166,596
RAN033	County Building	8575 Haven Ave. Rancho Cucamonga	Mon - Fri svcs 6pm-8am; matt service	24,756	\$ 2,461	\$ 29,532
UPL003	County Fire - Upland	475 N. Second St. Upland	Tues & Fri - 2dys 6am-6pm	11,842	\$ 550	\$ 6600
	Cottage #4	900 E. Gilbert St. San Bernardino	Mon-Fri svcs 6:00 pm - 6:00 am	3,700	\$ 1,566	\$ 18,792
	Purchasing Warehouse	14622 El Molino Fontana	Mon-Wed-Fri 8 a.m. - 4 p.m.	1000	\$ 950.50	\$ 11,406
SAB170	Central Juvenile Detention Center	900 E. Gilbert St. San Bernardino	Mon-Sun (7 days) 1 sup. & 5 FT staff	131,337	\$ 26,500	\$ 318,000
	Sheriff EVOC Training Center (Trailer/Restroom)	18000 Institution Rd., Devore	Mon-Fri	-	\$ 618	\$ 7,416
RAN048	West Valley Det. Center (Trailer)	9500 Etiwanda Ave. Rancho Cucamonga	Mon-Fri	-	\$2,744	\$32,928
RAN049	West Valley Det. Center (Trailer)	9500 Etiwanda Ave. Rancho Cucamonga	Tues & Fri	-	\$350	\$4,200
TOTAL					\$ 106,049.50	\$1,272,594



Campaign Contribution Disclosure (Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor:
Santa Fe Janitorial Mainten:

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes No If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Guadalupe Medina and Irine

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	14/03/2024
N/A	N/A	14/03/2024

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

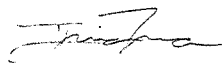
Name of Contributor: N/A

Date(s) of Contribution(s): 14/03/2024

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.



Signature

Irineo Nuno
Print Name

Print Name

14/03/2024

Date

Santa Fe Janitorial Mainten:
Print Entity Name, if applicable

Print Entity Name, if applicable