



**Contract Number**

**SAP Number**  
4400012610 A-1

## **Real Estate Services Department Facilities Management**

|                                           |                                                    |
|-------------------------------------------|----------------------------------------------------|
| <b>Department Contract Representative</b> | Jana Kay Norris                                    |
| <b>Telephone Number</b>                   | (909) 387-5109                                     |
| <b>Contractor</b>                         | Guadalupe Medina dba Santa Fe Building Maintenance |
| <b>Contractor Representative</b>          | Irineo Nuno                                        |
| <b>Telephone Number</b>                   | (909) 606-2756                                     |
| <b>Contract Term</b>                      | 9/25/19 – 9/24/22                                  |
| <b>Original Contract Amount</b>           | \$ 561,600                                         |
| <b>Amendment Not to Exceed Amount</b>     | \$ 80,000                                          |
| <b>Amendment Contract Extended</b>        |                                                    |
| <b>Total Contract Amount</b>              | \$ 641,600                                         |
| <b>Cost Center</b>                        | 7303001000                                         |

### **AMENDMENT NO. 1 CONTRACT NO. 4400012610 CUSTODIAL SERVICES CONTRACT Guadalupe Medina dba Santa Fe Building Maintenance**

The following is an amendment to Contract No. 4400012610 between Guadalupe Medina dba Santa Fe Building Maintenance (hereinafter "Contractor") and the County of San Bernardino (hereinafter "County") for additional custodial services related to COVID-19 Pandemic on the premises located at the addresses below:

- District Attorney – 303 West Third Street, San Bernardino

**1. REPLACE Summary of Contract Documents with the following:**

The complete Contract includes all of the Contract Documents, to wit:

- A. CONTRACTOR'S proposal dated July 30, 2019
- B. Scope of Work (Attachment "A" of this Contract)
- C. Cost Per Site for normal and temporary services (Attachment "B" of this Contract)

And they are included in their entirety as a part of this Contract by reference thereto.

**2. ADD Section B.11. CONTRACTOR RESPONSIBILITIES as follows:**

Contractor shall provide COVID-19 State of Emergency services as more fully set forth in Attachment A, Section I.K. Upon request by the County, Contractor shall provide a written estimate for the cost of any COVID-19 related work to be performed. Said estimate shall include the cost for all labor, supplies, material, taxes, insurance and any other costs required to perform the work. Such services shall be provided only upon written authorization by the County as more fully set forth in Section 7.A.

**3. ADD Section B.12 CONTRACTOR RESPONSIBILITIES as follows:**

During the COVID-19 State of Emergency, CONTRACTOR shall follow all state and local laws and policies re use of face coverings and personal protective equipment (PPE). In the event of a known discovery of COVID-19 exposure, CONTRACTOR and its employees must use PPE when rendering services.

**4. REPLACE Section D. TERM OF CONTRACT, with the following:** This Contract is effective as of September 25, 2019 and expires September 24, 2022 but may be terminated earlier in accordance with provisions of this Contract, including but not limited to, Section 6.A.7.

This Contract includes routine cleaning services and on-call temporary services related to the COVID-19 pandemic for the period September 25, 2019 through September 24, 2022. This Contract may be terminated prior to the expiration of the Contract Term, in accordance with provisions of this Contract.

**5. REPLACE Section F.1. FISCAL PROVISIONS, with the following:** The County will compensate the Contractor for its services under this Contract \$15,600 per month, one month in arrears. **In addition, County will compensate CONTRACTOR for additional COVID-19 related services, if such services are requested by the County in writing (not to exceed \$80,000). CONTRACTOR acknowledges the COVID-19 related services shall be on an on-call basis and there is no guarantee of a minimum amount of work that will be assigned to CONTRACTOR.**

CONTRACTOR will only be compensated for COVID-19 related work performed following receipt of written or email authorization from the Real Estate Services Department-Facilities Management Division, 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 \$641,600 dollars. 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.

**6. ADD Section L CONTRACT EXECUTION as follows:**

This 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.

**7. REPLACE ATTACHMENT A, SCOPE OF WORK with revised ATTACHMENT A, included in this Amendment.**

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

9. All other terms and conditions of this Contract shall remain the same.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►   
\_\_\_\_\_  
Gary McBride, Chief Executive Officer, County  
Administrative Office

Dated: 7/15/20  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD.

Lynna Monell  
Clerk of the Board of Supervisors  
Of the County of San Bernardino

By \_\_\_\_\_

Guadalupe Medina dba Santa Fe Building  
Maintenance

By   
\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Guadalupe Medina  
\_\_\_\_\_  
(Print or type name of person signing contract)

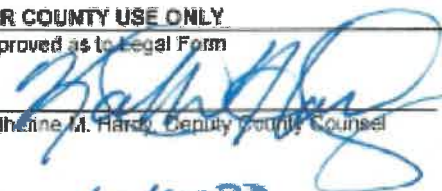
Title Owner  
\_\_\_\_\_  
(Print or Type)

Dated: 7/15/20

Address 1445 E. Main St. #100  
San Bernardino, CA 92401

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►   
\_\_\_\_\_  
Katherine M. Hardy, Deputy County Counsel

Date 6-10-20

Reviewed for Contract Compliance

Date \_\_\_\_\_

Reviewed/Approved by Department

►   
\_\_\_\_\_  
Bill Ogg, Assistant Director, Real Estate Services  
Department - Facilities Management Division

Date 6-9-2020

## **ATTACHMENT A SCOPE OF WORK**

### **I. CLEANING SPECIFICATIONS**

#### **A. General Standards Include the Following:**

1. It is the intent of the COUNTY to maintain each facility at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building, shall be included as though written into these Cleaning Specifications.
2. The term "clean" includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc.
3. The CONTRACTOR shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include but not be limited to the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood metal, and glass.
4. The CONTRACTOR shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202 General Industry Safety Orders.  
  
Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The CONTRACTOR'S IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens" and Section 5194, "Hazard Communication". The CONTRACTOR'S IIPP must be submitted in writing within thirty (30) days of Contract start date.
5. CONTRACTOR'S staff working in designated COUNTY facilities known to contain asbestos must complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with United States Environmental Protection Agency training requirements for local education agency maintenance and custodial staff as set forth Code 40 of Federal Regulations (CFR) 763.92 (a) (1). Documentation that the CONTRACTOR'S staff (names) has received such training must be submitted within thirty (30) days of the Contract start date.
6. The CONTRACTOR'S staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The CONTRACTOR'S staff shall provide and place appropriate warnings signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this Contract.
7. Bi-weekly shall be defined as two (2) times per week and the days shall be Mondays and Wednesdays.
8. Bi-monthly shall be defined as two (2) times per month and the days shall be the second and fourth Friday per month.
9. CONTRACTOR shall ensure that a copy of the Contract is kept in the custodial closet at all times per site.
10. CONTRACTOR is advised that COUNTY facilities are frequently used for Countywide meetings and special events, etc. and shall require additional services and supplies. Therefore the CONTRACTOR shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. CONTRACTOR will be notified of the scheduled events by the Facilities Management Custodial Services Chief.

11. CONTRACTOR shall maintain a separate floor crew to damp mop, buff, shampoo, strip and wax all linoleum and tile floors.
12. CONTRACTOR must ensure that all dispensers are filled with supplies on the last day of the Contract.

**B. Daily Trash Pick-Up And Removal To Include The Following:**

1. CONTRACTOR shall empty all waste receptacles on a daily basis (including wastebaskets, trash cans, boxes if labeled "trash", etc.). Any item or items near trashcans/wastebaskets are not to be removed if not labeled. Newspapers are not to be tossed out unless found in the trashcan.
2. CONTRACTOR shall ensure all waste receptacles are maintained in a clean and odor-free condition. Clean plastic liners are required.
3. CONTRACTOR shall remove all trash and waste to a designated central location (e.g. dumpster) for disposal.
4. If in doubt, set aside material and ask for direction from the designated site contact or the Facilities Management Custodial Services Chief.

**C. General Daily Cleaning Responsibilities:**

1. CONTRACTOR shall clean/dust furniture, counters and cabinets (furniture includes: desks, tables and reception area partitions.)
2. CONTRACTOR shall clean/dust all vertical and horizontal surfaces.
3. CONTRACTOR shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans, etc.
4. CONTRACTOR shall clean all glass entrances (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).
5. CONTRACTOR shall clean all metal trim (push plates, kick plates, door jams, etc.).
6. CONTRACTOR shall spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
7. CONTRACTOR shall sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.
8. CONTRACTOR shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor.
9. CONTRACTOR shall clean areas only accessible during daytime hours as required.
10. CONTRACTOR shall clean elevator walls and tracks.
11. CONTRACTOR shall remove all trash as described above.

**D. General Daily Floor Care (excluding restrooms and showers)**

1. CONTRACTOR shall maintain floors in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, high luster shine, orderly and safe condition.
2. The CONTRACTOR shall remove and replace furniture as required to perform the work.
3. Floor finish is understood to be a preservative and safety measure. Finish shall be applied only to appropriate areas that are free of residual dirt and build-up. Floors are not to be left unfinished after stripping. Floor sealer and wax shall be slip resistant.
4. Tile floor care shall consist of the following:
  - CONTRACTOR shall sweep to remove loose dirt and other materials.
  - CONTRACTOR shall wet mop all hard tile (ceramic, quarry, etc.) floors.
  - CONTRACTOR shall damp mop all resilient tile to high luster.

- CONTRACTOR shall post safety signs indicating slip hazards and/or wet floor when buffing, damp or wet mopping.
5. Carpet care shall consist of the following:
- CONTRACTOR shall vacuum all carpeted floor completely.
  - CONTRACTOR shall use only HEPA-Filtration Type vacuum cleaners.
  - CONTRACTOR shall spot clean all carpeted floors. (Spillages, stains, gum, candy, etc.).

#### **E. Daily Requirements for All Employee and Public Entrances and Patio Areas**

1. CONTRACTOR shall clean/monitor (pick up papers, leaves, trash, dirt, broken glass, food, food wrappers, gum, and other conspicuous trash) outside stairways, entryways, curbs and covered or uncovered patios.
2. CONTRACTOR shall sweep to remove loose dirt and other materials including cobwebs.
3. CONTRACTOR shall damp mop or wash clean all patio areas.
4. CONTRACTOR shall clean all tables and benches.
5. CONTRACTOR shall empty all waste receptacles, ashtrays, and replenish sand.
6. CONTRACTOR shall maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required.
7. CONTRACTOR shall clean all entrance mats.
8. CONTRACTOR shall clean all stairwells. (Sweep & Damp Mop or Vacuum).
9. CONTRACTOR shall clean the inside and outside of glass doors and windows to all entrances.

#### **F. Daily Cleaning Requirements for Restrooms and Showers (Fixtures)**

1. CONTRACTOR shall clean all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent. **NOTE: Deodorant tablets are not to be used.**
2. CONTRACTOR shall remove incrustation, stains, scale, deposits, and build-up inside and outside of all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent.
3. CONTRACTOR shall rinse and polish all fixtures, faucets, and piping. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used.
4. CONTRACTOR shall clean all restroom dispensers, mirrors, partitions, doors, walls, moldings, vents, shelves, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas.
5. CONTRACTOR shall install and maintain automatic air fresheners in all public restrooms.
6. Daily floor cleaning requirements shall include the following:
  - CONTRACTOR shall sweep floors to remove loose dirt and other material.
  - CONTRACTOR shall damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
  - CONTRACTOR shall clean all baseboards as needed.
  - CONTRACTOR shall pour one (1) gallon of water down floor drains weekly.
  - CONTRACTOR shall maintain at all times, floors in such a manner as to promote longevity and safety.
7. CONTRACTOR shall empty all waste receptacles.

#### **G. Supplies**

1. CONTRACTOR shall refill all towels, tissue, seat covers, soap, air freshener, batteries and feminine sanitary dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.
2. CONTRACTOR shall maintain a ten (10) day stock of restroom supplies.

3. CONTRACTOR shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

#### **H. Daily Finishing Touches**

1. CONTRACTOR shall restore all furniture, wastepaper baskets, etc., to their original position.
2. CONTRACTOR shall report all maintenance-related problems to the Facilities Management Custodial Services Chief. Reportable items shall include, but is not limited to:
  - Burned out lighting in hallways, closets or offices which affect the ability to clean,
  - Dripping or running faucets, leaking fixtures (such as commodes and urinals),
  - Continuously or long-running flushometers,
  - Inadequate or non-flushing flushometers,
  - Carpet tears that pose a trip hazard,
  - Loosened floor tiles,
  - Cracked or broken windows,
  - Door locking problems,
  - Graffiti that cannot be cleaned and requires it to be painted.
3. CONTRACTOR shall leave janitor closet clean and orderly. This shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.
4. Trash shall not be stored in janitor closet.

#### **I. Periodic Tasks and Services**

1. All monthly and semi-annual services shall be logged in to the periodic service logbook and these services require a sign-off after completion. Prior to starting, CONTRACTOR shall submit a written schedule showing the exact date of all monthly, quarterly, and semi-annual work. Upon completion, all periodic tasks shall be logged into the service request log.
2. During regular working hours, service for emergency cleanup, which includes any spills or accidents, shall be provided within one hour of request.
3. CONTRACTOR shall burnish all resilient tile to a high luster shine on a monthly basis.

#### **J. Semi-Annually Service**

**To be performed during the first thirty (30) days and every six (6) months thereafter or until Contract is terminated.**

1. CONTRACTOR shall wash the inside of all windows. This shall include the complete removal of foreign matter on windows, ledges, and frames.
2. CONTRACTOR shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout. Pour one gallon of clear water down floor drain. (Note: CONTRACTOR shall complete a major clean-up of all hard surfaces floors this includes all baseboards, edges, corners, grout, walls, ledges, and carpeted areas within the first thirty (30) days of the Contract and three (3) months prior to the ending of the Contract). Every six (6) months thereafter, all tile/linoleum shall be scrubbed and re-waxed.
3. CONTRACTOR(S) shall clean all carpet within the first thirty (30) days of the Contract and every six (6) months thereafter. The carpets shall be spot cleaned weekly. The method of cleaning can be dry cleaned or steamed cleaned according to the preference of the client. The Courts prefer the dry cleaning method.

## **K. COVID-19 State of Emergency Service**

1. CONTRACTOR shall provide custodial services as needed on an "on-call" basis upon written request by County, for additional daily requirements, which includes wipe down of all touch surfaces, handles and countertops.
2. CONTRACTOR shall provide additional services to sanitize work area upon written request by County.
3. During the COVID-19 State of Emergency, CONTRACTOR shall follow all state and local laws and policies re use of face coverings and personal protective equipment (PPE). In the event of a known discovery of COVID-19 exposure, CONTRACTOR and its employees must use PPE when rendering services.

## **II. SPECIAL REQUIREMENTS**

### **A. Sign-In Logs and Logbook**

1. CONTRACTOR shall provide and maintain a sign-in service request log at each facility. This log shall note the arrival and departure of all CONTRACTOR'S staff and all occupant and/or Contract specialists request for services. The person doing the work shall sign off on all requests. A separate log book for all periodic tasks shall be used by CONTRACTOR'S supervisor and shall verify completion of each tasks required by signing and dating the periodic service log.

### **B. Supplies**

1. CONTRACTOR shall maintain a ten (10) days' stock of restroom supplies in the custodial closet at all facilities for the term of this Contract. CONTRACTOR is required to maintain a log in each custodial closet indicating what supplies are being used and replenished.

### **C. Uniforms**

1. Uniforms are defined as a clean, long or short-sleeved (**no sleeveless, smocks or tank tops**) shirt with collar, worn with pants (**no mid-calf, Bermuda or short pants**) accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same color. CONTRACTOR is responsible for all uniforms and attire worn by custodial staff.
2. CONTRACTOR issued photo identification cards, along with COUNTY issued identification cards, are to be worn on the uniform while each employee is working in any COUNTY/Court facility.
3. The CONTRACTOR shall be responsible and ensure that all employees are in compliance with the uniform requirements contained in this Contract.

### **D. English Fluency Requirement**

1. Fluency is defined as the ability to communicate (speak, read and understand) in English.
2. The Contract monitoring staff shall review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the specifications and explain the application of these requirements.
3. **Failure to comply with this requirement is a material breach of the Contract, and may result in termination of the Contract for default.**
4. The following positions shall require Contract staff to be fluent in English:
  - Supervisors
  - At least one daytime worker per crew (8:00a.m. – 5:00p.m.)
  - Early morning workers who operate alarm systems.

5. All persons assigned to positions requiring fluency in English are subject to review by the Facilities Management Custodial Services Chief.

### **III. QUALITY CONTROL – PAYMENT REDUCTION**

#### **A. Purpose**

It is the intent of the COUNTY to maintain all COUNTY facilities at the highest level of cleanliness. In order to achieve this, periodic inspections of the facilities are made. These inspections are intended to provide both the COUNTY and the CONTRACTOR information pertaining to the CONTRACTOR'S performance at each facility.

#### **B. Quality Control Ratings**

The COUNTY may inspect CONTRACTOR'S performance at any time. In the event the COUNTY determines that the CONTRACTOR'S performance of its duties or other terms of the Contract are deficient in any manner, COUNTY will notify CONTRACTOR of such deficiency orally or in writing. If given orally, COUNTY shall provide written confirmation within five (5) days. CONTRACTOR shall remedy any deficiency within forty-eight (48) hours of such notification, or COUNTY, at its option, may terminate the Contract immediately upon written notice or remedy the deficiency and offset the cost thereof from any amounts due CONTRACTOR under this Contract or otherwise.

#### **C. Minimum Acceptable Rating**

The minimum acceptable rating for COUNTY facilities is eighty-five percent (85%). The minimum acceptable rating shall be determined by the services provided at the facility. Any Inspection Report with eight (8) or more fails will be deemed unacceptable.

#### **D. Method of Rating**

Inspection of the facilities is made on a pass/fail basis. When an inspection falls below eighty-five percent (85%), the first Cure Notice will be sent. CONTRACTOR has forty-eight (48) hours to comply. If no response is received from CONTRACTOR addressing the concern, the COUNTY, at its option, may terminate the Contract immediately upon written notice or remedy the deficiency and offset the cost thereof from any amounts due CONTRACTOR under this Contract or otherwise.

#### **E. Payment Reduction**

Failure of the CONTRACTOR to provide the required scheduled hours shall result in a payment reduction. A payment reduction will be equivalent to the number of hours of service not provided by the CONTRACTOR.

### **IV. SAFETY MEASURES**

#### **A. Security**

Security is a great concern of the COUNTY. The CONTRACTOR is advised that failure to fully comply with the security requirements of the Contract shall result in the termination of the Contract for default.

1. All persons performing duties under the Contract shall be acceptable to the COUNTY. This shall include all owners of sole proprietorships, partnerships, joint ventures, principals of corporations and all others who might have access to COUNTY facilities without the supervision of a COUNTY employee.

**Note: children are not allowed to accompany anyone who has been cleared to enter facilities.**

2. Acceptability shall be determined by:
  - District Attorney background investigation

- The COUNTY'S previous experience with the individual (if applicable).
3. Only those individuals, who have been determined acceptable, have received their COUNTY issued Identification (ID) Cards and who have been designated on the Contract as the CONTRACTOR who shall be providing service to the facility, shall be allowed to work in COUNTY facilities. Individuals no longer working for the CONTRACTOR shall return ID Cards to COUNTY upon separation.
  4. The CONTRACTOR shall pay \$13.50 for each initial identification (ID) badge and any replacement badge thereafter. Payment shall be made in the form of a money order. The current fee for each ID badge is thirteen dollars and fifty cents (\$13.50), however, the fee for ID badges is set by individual COUNTY departments and subject to change at any time. CONTRACTOR will be responsible for and required to pay any increase in the fee.
  5. Those individuals who fail a background investigation shall not be allowed to work in any COUNTY facility.
  6. The CONTRACTORS' use of unauthorized personnel will result in immediate Contract termination for all approved CONTRACTOR contracts at this site and in County's sole discretion may result in immediate termination for all approved Contractor contracts at any other location CONTRACTOR provides custodial services.
  7. The misuse of any COUNTY issued ID cards, Access Control Card, keys or alarm codes by the CONTRACTOR or any of the employees of the CONTRACTOR shall be considered as failure to fully comply with the security requirements of this Contract and shall be considered grounds for termination of the Contract.

#### **B. Background Investigation**

1. All personnel employed through the contracted CONTRACTOR, and working under this Contract shall undergo and pass a Criminal Justice Information System (CJIS) background investigation prior to being authorized access to any COUNTY facility.
2. CONTRACTOR shall submit a complete background check package for each employee (including any Sub CONTRACTOR) who will require access to COUNTY facilities.

The CONTRACTOR shall provide the following for each person requiring a background investigation:

- a. A completed CJIS Personal Information packet.
- b. Check in the amount of fifty-eight dollars (\$58.00) payable to the County of San Bernardino.

Submit the complete package to the Probation Department located at 175 W. 5<sup>th</sup> St., 4<sup>th</sup> Floor, San Bernardino, CA.

#### **INCOMPLETE PACKAGES WILL NOT BE ACCEPTED.**

3. The cost of the background check is currently fifty-eight dollars (\$58.00), which includes the background check and a ten dollar (\$10.00) processing fee and is required by the Department of Justice.
4. Fees are determined by the Probation Department and the State of California and are subject to change at any time. CONTRACTOR will be responsible for any increase in fees.
5. Disqualifying information includes, but is not limited to the following:
  - Character / Moral Turpitude Violations
  - Theft / Related Offenses
  - Affiliation with Criminal Elements
  - Felony Convictions
  - Current (Pending) Criminal Cases
  - Active Arrest Warrants

- CORI = Criminal Offender Record Information
- CLETS = California Law Enforcement Telecommunication Systems
- Any information that would prohibit CONTRACTOR/employee access to CLETS and/or CORI as outlined by the California Department of Justice.

The Probation Department shall be notified if there is any criminal activity during employment. Any disqualifying activity by employee/CONTRACTOR shall deem that person unacceptable and removed from employment. If the disqualifying activity is by the CONTRACTOR, the CONTRACTOR will be terminated from the Contract.

### C. Keys for COUNTY Facilities

1. The keys to COUNTY Facilities are to be used for the purpose of allowing access by CONTRACTOR'S staff to the facilities for the performance of Contract services only.
2. The CONTRACTOR shall be issued a set of keys and shall assume all responsibilities for the use and return of the keys.
3. All keys issued to the CONTRACTOR shall remain the property of the COUNTY and shall be returned upon demand or the termination/expiration of the Contract. **The CONTRACTOR shall be assessed One Hundred Dollars (\$100.00) for each key not returned and shall be further assessed the actual cost to rekey the facility keying system(s).**
4. If any key or access control card is lost or stolen, the CONTRACTOR shall notify the Facilities Management Custodial Services Chief via phone or fax within twenty-four (24) hours of the loss identifying the facility for which the keys were lost; who lost the key; where they were lost; date and time loss was discovered; and what actions the CONTRACTOR has taken to prevent future losses. The CONTRACTOR is advised that the loss of some specialized keys may entail the rekeying of several facilities or facility at the CONTRACTOR'S expense.
5. Unauthorized duplication of keys to COUNTY facilities is a misdemeanor under Chapter 3, Section 469 of the California Penal Code.

### D. Alarm Systems

1. The COUNTY has alarm systems in numerous facilities. In some instances these are multiple systems within a facility. The CONTRACTOR shall be issued alarm codes for each site and be instructed in the correct operation of the system. **It is imperative that the individual operating the alarm system be fluent in English.** In the event of a life-threatening emergency the CONTRACTOR shall instruct staff to use the Standard Operating Procedures for emergency response – i.e. **CALL 911**
2. False Alarms: Failure to operate the alarm system correctly shall result in a false alarm. The CONTRACTOR shall be responsible for all costs associated with false alarms.

### E. Access Cards

Access cards are only issued to assigned person or persons. They are not to be transferable and should not be surrendered to anyone. These access cards are the property of the COUNTY and they are of sensitive nature. If you lose, break or misplace your access card you are to report it immediately to the Real Estate Services Department - Facilities Management Division. CONTRACTOR is responsible for the safekeeping of all access cards assigned. Electronic files are kept on the usage of these cards. A One Hundred Dollar (\$100.00) charge shall be made per lost card. Misuse of these cards shall result in the removal of person or persons from the facility.

## V. LOT LOCATIONS

**PLEASE NOTE:** The following requirements are in addition to or in place of requirements found in Section I, Cleaning Specifications.

### SPECIAL REQUIREMENTS

| LOCATION          | ADDRESS                                  | SQUARE FOOTAGE |
|-------------------|------------------------------------------|----------------|
| District Attorney | 303 West Third St.<br>San Bernardino, CA | 106,008        |

- Contractor must have three (3) full-time custodians between 7:30 a.m. – 5:00 p.m., Monday through Friday. At least one custodian must be fluid in English. The District Attorney shall be cleaned during daytime hours only.
- Contractor shall, in addition to full and complete early morning service of public and employee restrooms, service all public restrooms twice per day. Day staff shall stock all dispensers, empty trashcans, monitor floors, mop all spillages and provide emergency clean-ups.
- Contractor shall clean all interior glass, frames, ledges, bookshelves, blinds, partitions, etc. on a weekly basis.
- Contractor shall clean elevators walls, tracks, and spot clean carpeted areas for spills on a weekly basis.
- All floors will be vacuumed once per week.
- Contractor shall clean/dust furniture (desks, tables, and reception area partitions), counters and cabinets once a month.
- Contractor shall spot clean finger marks, smudges, graffiti, dirt build-up and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, wall partitions, all wall, ceiling or shelf fans, etc. once a month.
- Contractor shall clean all metal trim (plush plates, kick plates, door jams, etc.) once a month.
- Contractor shall clean stainless steel, remove handprints, smudges and foreign substances from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor in the Courthouse once a month.

**ATTACHMENT B  
COST PER SITE**

| <b>LOCATION</b>                                               | <b>ADDRESS</b>                           | <b>COVID-19<br/>Requests</b> | <b>Monthly<br/>Total</b> | <b>Contract<br/>Total</b> |
|---------------------------------------------------------------|------------------------------------------|------------------------------|--------------------------|---------------------------|
| District Attorney<br>Office                                   | 303 West Third Street,<br>San Bernardino |                              | \$ 15,600                | \$ 561,600                |
| <b>Not to exceed amount for COVID-19<br/>related services</b> |                                          | \$ 80,000                    |                          | \$ 80,000                 |
| <b>Grand Total</b>                                            |                                          | \$ 80,000                    | \$ 15,600                | \$ 561,600                |

**Note: Additional services requested in writing and related to the State of Emergency may be terminated prior to expiration of the contract term and there is no guarantee of a minimum amount of work that will be assigned to the Contractor.**