



Contract Number

SAP Number

Preschool Services Department

Department Contract Representative	Lydia Gitonga
Telephone Number	(909) 386-8314
Contractor	Executive Facilities Services, Inc.
Contractor Representative	Jim Ferraro
Telephone Number	(844) 780-2626
Contract Term	06/1/2023 through 05/31/2026
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	\$1,125,000
Cost Center	5910002220

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, hereafter referred to as "County," desires custodial services coverage; and

WHEREAS, County finds Executive Facilities Services, Inc., hereafter referred to as "Contractor," qualified to provide custodial services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

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A. DEFINITIONS

1. Administration for Children and Families (ACF) – The federal agency that provides funding and guidelines for the operation of the Head Start, Early Head Start, and Early Head Start – Child Care Partnership programs.
2. Custodial Services – Routine and periodic tasks and services performed to maintain County facility at a high standard of cleanliness.
3. High efficiency particulate air (HEPA) - High efficiency particulate air filter as officially defined by the United State Department of Energy.
4. Human Services – Oversees the nine (9) Human Services Departments and fosters concern for social programs within the County and communities as a whole. For the purpose of this Contract, HS may assign resources from any entity under its umbrella to provide the required services.
5. Preschool Services Department (PSD) – Head Start/State Preschool Programs have been operating in the County since 1965. Since 1999, San Bernardino County PSD has provided these programs through a combination of direct and contracted services. PSD administers the federally funded Head Start/Early Head Start programs, as well as State Preschool Programs, and Home-Based Services at sites throughout the County. The primary function of the department is to provide subsidized childcare and educational instruction for children ages zero (0) to five (5) from low-income families.
6. Illness Prevention Program (IIPP) - Proactive process to help employers find and fix workplace hazards before workers are hurt.

B. CONTRACTOR RESPONSIBILITIES

I. CLEANING SPECIFICATIONS

Contractor shall:

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), appropriate use of cleaning cloths, and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood, laminate, 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.
5. Such orders require employers to establish, implement, and maintain an effective 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.
6. 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 EPA 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.

7. 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.
 8. The Administrative Services Unit (ASU) is the Preschool Services Department staff responsible for maintaining the facility. One (1) staff member will be designated as the primary contact for the Contractor. Additional contacts may also be provided for instances the primary contact is otherwise unavailable.
 9. Bi-weekly shall be defined as two (2) times per week and the days shall be Mondays and Wednesdays.
 10. Quarterly shall be defined as four (4) times per year and the days shall be pre-scheduled by the Contractor and approved by ASU.
 11. Semi-Annual shall be defined as two (2) times per year and the days shall be pre-scheduled by the Contractor and approved by ASU.
 12. Contractor shall ensure that a copy of the Contract is kept in the custodial closet at all times per site.
 13. 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 flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. Contractor will be notified of Countywide meetings and special events scheduled by the ASU.
 14. Contractor shall maintain a separate floor crew to damp mop, buff, shampoo, strip and wax all linoleum and tile floors.
- B. Daily (Five (5) days per week) services include the following:
1. Empty all wastebaskets and other waste containers.
 2. Clean and sanitize restroom fixtures, mirrors, chrome pipes, behind toilets etc.
 3. Clean splash marks from walls of restrooms.
 4. Refill soap, paper towels, and paper containers.
 5. Clean and sanitize drinking fountains.
 6. Clean tabletops in break rooms.
 7. Clean kitchen sinks and counters.
 8. Remove paper and debris outside main entry.
 9. Clear minor restroom blockages and report major plumbing issues to ASU.
 10. Sweep customer and employee entryways.
 11. Wet mop all tiled/terrazzo floors.
 12. Dust all tables, filing cabinets and other office furniture.
 13. Damp clean tabletops in break rooms.
 14. Sweep entryway.
 15. Clean hand marks from walls, doors, and woodwork.
 16. Vacuum all carpeting completely throughout facility including rugs.
 17. Spot clean all walls and doors, door handles, including elevator.

18. Spot clean carpets and rugs as needed to remove spots, stains and odors caused by small spillage, footprints, etc.
19. Clean all surfaces in the lobby to include tables, chairs, and desks.
20. Damp clean all conference/training room tabletops that are cleared.
21. Report to Site Supervisor all minor repair work in need attention.
22. Brush down cobwebs inside building (as needed).

C. Weekly services include the following:

1. Clean all desktops that are cleared.
2. Clean and sanitize phones and desktops in Interview Bays/Lobbies (both public side and County side).
3. Clean hand marks from refrigerators, walls, doors, and woodwork.
4. Dust windowsills.
5. Vacuum all exhaust duct registers, such as heating/cooling exhaust.
6. Dust all high and low ventilator covers and their surrounding areas.
7. Wash and disinfect trashcans weekly.

D. Monthly services include the following:

1. Dust high areas, including window coverings.
2. Vacuum upholstered furniture.
3. Scrub restroom walls, floorboards, and drains.
4. Dust overhead lighting fixtures and covers.
5. Wipe down windows interior.

E. Semi-annually services include the following:

1. Carpet and rug scrubbed and extracted.
2. Floor scrubbing, grout, (neutral cleaner).

F. Daily trash pick-up and removal to include the following:

1. Empty all waste receptacles daily (including wastebaskets, trashcans, 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. Ensure all waste receptacles are maintained in a clean and odor-free condition. Clean plastic liners are required.
3. Remove all trash and waste to a designated central location (e.g., dumpster) for disposal. All cardboard items must be broken down and placed in the designated container.
4. Set aside material not clearly labeled or obviously identified as waste and ask for direction from the designated site contact or the on-site Facilities Team prior to disposal.

G. General daily cleaning responsibilities include the following:

1. Clean/dust furniture, counters, and cabinets. (Furniture is identified as desks, tables, and reception area partitions.)
2. Clean/dust all vertical and horizontal surfaces.
3. Spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, doorframes, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling, or shelf fans, etc.

4. Clean all glass entrances. (Glass entrance includes glass doors adjacent windows and window frames, glass reception partitions, and blinds.)
5. Clean all metal trim including push plates, kick plates, door jams, etc.
6. Spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
7. Sanitize, wash, and polish all drinking fountains, remove all hard water deposit from sinks, basins, fixtures, etc., and related counter tops.
8. Clean stainless steel, remove handprints, smudges, and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum carpets and sweep floors.
9. Clean elevator walls and tracks.
10. Remove all trash as described above.

H. General daily floor care (excluding restrooms and showers) includes the following:

1. 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 floor care and cleaning.
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:
 - a. Sweep to remove loose dirt and other materials.
 - b. Wet mop all hard tile (ceramic, quarry, etc.) floors.
 - c. Mop all resilient tile to high luster.
 - d. Post safety signs indicating slip hazards and/or wet floor when buffing, damp or wet mopping.
5. Carpet care shall consist of the following:
 - a. Vacuum all carpeted floor completely.
 - b. Use only HEPA-Filtration Type vacuum cleaners.
 - c. Spot clean all carpeted floors. (Spillages, stains, gum, candy, etc.).

I. Daily requirements for all employee and public entrances and patio areas include the following:

1. 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. Sweep to remove loose dirt and other materials including cobwebs.
3. Damp mop or wash clean all patio areas.
4. Clean all tables and benches.
5. Empty all waste receptacles, ashtrays, and replenish sand.
6. Maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required.
7. Clean all entrance mats.
8. Clean all stairwells. (Sweep and damp mop or vacuum).
9. Clean the inside and outside of glass doors and windows to all entrances.

J. Daily cleaning requirements for restrooms and showers (fixtures) include the following:

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.
- K. Daily floor cleaning requirements shall include the following:
1. Sweep floors to remove loose dirt and other material.
 2. Damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
 3. Clean all baseboards as needed.
 4. Pour one (1) gallon of water down the floor drains, weekly.
 5. Always maintain, floors in such a manner as to promote longevity and safety.
 6. Contractor shall empty all waste receptacles.
- L. Supplies requirements are as follows:
1. Refill all towels, tissue, seat covers, soap, air freshener, and feminine sanitary dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.
 2. Maintain a ten (10) day stock of restroom supplies.
- M. Daily finishing touches include the following:
1. Restore all furniture, wastepaper baskets, etc., to their original position.
 2. Report all maintenance-related problems to the on-site Facilities Team. Reportable items shall include, but is not limited to:
 - a. Burned out lighting in hallways, closets or offices which affect the ability to clean,
 - b. Dripping or running faucets, leaking fixtures (such as commodes and urinals),
 - c. Continuously or long running flushometers,
 - d. Inadequate or non-flushing flushometers,
 - e. Carpet tears that pose a trip hazard,
 - f. Loosened floor tiles,
 - g. Cracked or broken windows,
 - h. Door locking problems, and
 - i. Graffiti that cannot be cleaned and requires to be painted.
 3. 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.
- N. Periodic tasks and services
1. All monthly, quarterly, 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 monthly.

O. Semi-Annual service

To be performed during the first thirty (30) days and every six (6) months thereafter 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 (1) gallon of clear water down floor drain. (Note: Contractor shall complete a major cleanup of all hard surfaces floors, including 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 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 daily. The method of cleaning can be dry cleaned or steamed cleaned according to the preference of the client.

P. After-hours site deep cleaning include:

1. Strip, seal, and wax vinyl composite tile (VCT):
 - a. Remove furniture from floor.
 - b. Strip-Paying special attention to corners and sides to remove any dirt build up.
 - c. Sealer- Apply two (2) coats.
 - d. Wax-Apply four (4) coats.
 - e. Return all furniture to the original location.
2. Carpet cleaning
 - a. Remove all furniture off floor.
 - b. Vacuum, brush with buffer, use extractor and deodorize.
 - c. Pretreat and/or scrub and remove dirt buildup under the furniture.
 - d. Return all furniture to the original location.
3. Restrooms cleaning
 - a. Walls up to five (5) ft.
 - b. Floors
 - c. Grout
 - d. Behind toilets/Toilets
 - e. Under sinks/sinks
4. Classrooms and offices cleaning
 - a. Walls
 - b. Inside windows and windowsills.
 - c. Vacuum, including behind furniture.

II. SPECIAL REQUIREMENTS

A. Sign-In Logs and Logbook

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 logbook for all periodic tasks shall be used by Contractor's supervisor and shall verify completion of each task required by signing and dating the periodic service logs.

B. Supplies

Contractor shall maintain a ten (10) day supply of restroom cleaning 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 listing a description of supplies used and replenished.

C. Uniforms

1. Uniforms are defined as a clean, long or short-sleeved shirt with collar (**no sleeveless, smocks or tank tops**), pants (**no mid-calf, Bermuda or short pants**), 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/ 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. Contractor's staff in the following positions shall be required to be fluent in English:
 - a. Supervisors
 - b. At least one (1) daytime worker per crew (8:00 a.m. - 5:00 p.m.).
 - c. Early morning workers who operate alarm systems.
3. All persons assigned to positions requiring fluency in English are subject to review by the ASU.
4. The ASU shall assess the language skills and fluency of all staff required to be fluent in English. The criteria shall be the individual's ability to read aloud a list of specifications and explain the application of those specifications.
5. Failure to comply with this requirement is a material breach of the Contract and may result in termination of the Contract for default.

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. Periodic inspections of the facilities will be made to ensure the high level of cleanliness and provide 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 and in writing within

five (5) days. The Contractor must remedy any deficiency within forty-eight (48) hours of such notification, if not, the County, at its option, may terminate the contract immediately upon a written notice or the County may remedy the deficiency and offset the cost thereof from any amounts due to the Contractor under this Contract.

C. Minimum Acceptable Rating

The minimum acceptable rating for County facilities is eighty-five percent (85%) cleanliness level. 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 85%, the first Cure Notice will be sent. Contractor has forty-eight (48) hours to comply and rectify the situation. If no response is received from Contractor addressing the concern, a second Cure Notice will be sent. Failure to comply may result in termination of the Contract.

E. Payment Reduction

Failure of the Contractor to provide the required scheduled hours as stated in the contract shall result in a payment reduction. A payment reduction will be equivalent to the number of hours service was 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 must pass background check to be considered acceptable. Please refer to Section C.6 for background checks requirements.
2. Only those individuals, who have been determined acceptable, have received the County issued Identification Cards (ID) and 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 who are no longer working for the Contractor shall immediately return ID Cards to County upon separation.
3. The Contractor shall pay \$11.00 for each initial ID badge and any replacement badge thereafter. Payment shall be made in the form of a money order.
4. The Contractor's use of unauthorized personnel will result in immediate contract termination for all approved Contractor contracts at this site and any other location Contractor provides custodial services.
5. 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 grounds for termination of the Contract.

B. Keys for County Facilities

1. The keys to County Facilities are to be used for the purpose of accessing Contractor's staff to the facilities for the performance of contracted services only.
2. The Contractor may 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 ASU via phone 909-541-5662 or email Pedroza Alfonso (Alfonso.Pedroza@psd.sbcounty.gov) within twenty-four (24) hours of the loss identifying the facility for which the keys were lost; who lost the key; where the key was lost; date and time the 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, there are multiple systems within a facility. The Contractor may be issued alarm codes for each site and be instructed in the correct operation of the system. **The Contractor's staff operating the alarm system shall 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.

D. Access Cards

Access cards are only issued to assigned person or persons. Access cards are not to be transferable and should not be surrendered to anyone other than San Bernardino County staff. The access cards are the property of San Bernardino County and are of sensitive nature. Lost, broken or misplaced access cards are to be reported immediately to ASU. Contractor is responsible for the safekeeping of all access cards assigned. Electronic files are kept on the usage of the cards. A one hundred (\$100.00) dollar charge shall be assessed per lost card. Misuse of the cards shall result in the removal of person or persons from the facility.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall

conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by

conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.
 - a. Read, understand, and comply with the Privacy and Security Requirements Summary.
 - b. Ensure employees, subcontractors, agents, volunteers, and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - c. Ensure employees, subcontractors, agents, volunteers, and interns who have access to PII sign the Confidentiality Statement annually.
 - d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer, or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).

- b. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein; and
- d. Have not within a three-year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

- 15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- 16. **Drug and Alcohol-Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
 - a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- 17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
- 18. **Reserved**
- 19. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material

created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.).

20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
21. **Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.
27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Reserved**
31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the Preschool Services Department Director or their designee and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of PSD through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following

receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

39. **Termination for Convenience** – The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with other applicants on a merit basis.
43. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

45. **Copyright** – County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

46. **Reserved**

47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

48. **Reserved**

49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action

on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).

50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

51. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the San Bernardino County Preschool Services Department Complaint and Grievance Procedure Attachment A and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

52. **Contractor Board of Directors' Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

54. **Reserved**

55. **Reserved**

56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.

59. **Reserved**

60. **211 Registration** – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
 - b. Attachments to this Contract, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **Reserved**
65. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements, and understandings, oral, written, and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

D. TERM OF CONTRACT

1. This Contract is effective as of June 1, 2023, and expires May 31, 2026, but may be terminated earlier in accordance with provisions of this Contract.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncanceled obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

County shall:

1. Provide a list of locations that require cleaning services at least two (2) weeks before the start of the contract.
2. Provide a minimum of forty-eight (48) hours/ two (2) days' notice to the contractor of a site that requires cleaning services.
3. Provide two (2) weeks' notice for cancelation of services.
4. Inform the Contractor within twenty-four (24) hours of a site closure.
5. Provide all the chemicals, paper supplies, and equipment as needed.
Note: County will not provide Backpack Vacuum, Dust Mop Frame 36", Microfiber Cloth (Dozen), Feather Duster and Sponge
6. Keep an inventory of each sites use of both chemicals and supplies. Monthly order supplies list will be provided each month.
7. Designate a PSD staff member as the primary contact for the Contractor, and additional staff as needed for instances when the primary contact is unavailable.
8. Review and approve the daily, weekly, monthly, quarterly, and semi-annual service schedules provided by the Contractor.
9. Issue County identification cards to Contractor's employees who will be accessing PSD sites.
10. Issue keys, access control cards, and/or alarm codes to PSD sites to Contractor's employees, as needed.
11. Reserve the right to adjust service levels of the Contractor at any time. The Director of PSD has the authority to make such changes.
 - a. Service level adjustments will be accomplished by the County directing the Contractor to adjust their work by increments of a day.
 - b. Payment to Contractor will be adjusted by a corresponding hourly rate.
12. The County may inspect Contractor's performance of the terms of this Contract at any time. In the event the County determines that the Contractor's performance of its duties or other terms of this 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 this Contract immediately upon written notice, or remedy the deficiency and offset the cost thereof from any amounts due the Contractor under this Contract or otherwise.

F. FISCAL PROVISIONS

1. The maximum amount of payment under this Contract shall not exceed \$1,125,000, of which \$1,125,000 may be federally funded, and shall be subject to availability of other 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. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
7. **Reserved**
8. **Reserved**
9. **Reserved**
10. **Reserved**
11. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from

date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services 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 Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor 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 the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by 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".
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the

Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. 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 including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. 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.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Reserved
- f. Reserved.
- g. Reserved.
- h. Reserved

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than

nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
Number: 93.600 Title: Head Start

8. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331 and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	Executive Facilities Services, Inc.
UEI	52-244-5448
FAIN	

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. Reserved

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations

adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. **Employment Discrimination** – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. **Civil Rights Compliance** – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. **Reserved**
5. **Reserved**
6. **Equity** – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and

outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.

- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Human Services
Attn: Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515
Phone: (909) 386-8314
Email: HSASDContractsUnit@hss.sbcounty.gov

EXECUTIVE FACILITIES SERVICES, Inc.
ATTN: JIM FERRARO
6865 WEAVER ST.
RIVERSIDE, CA 92504
Phone: (844) 780-2626
Email: jferraro@execservices.biz

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
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
San Bernardino County

By _____
Deputy

Executive Facilities Services, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Jim Ferraro
(Print or type name of person signing contract)

Title Company Owner
(Print or Type)

Dated: _____

Address 6865 Weaver St.
Riverside , CA 92504

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Adam Ebright, Deputy County Counsel	► Patty Steven, Contracts Manager	► Jacquelyn Greene, Director
Date _____	Date _____	Date _____



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit
 ATTN: Program Specialist
 825 E. Hospitality Lane, 2nd Floor
 San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division, ATTN: Contracts Unit
 150 S. Lena Road
 San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

..... **Detach here**

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature

Date



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division
Attn: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.



PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: El CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,
ATTN: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... **Separar aquí.**

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

Firma del Cliente

Fecha



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,
ATTN: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

ASSURANCE OF COMPLIANCE STATEMENT**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Executive Facilities Services, Inc.
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

Executive Facilities Services, Inc.
ORGANIZATION

Attachment C – PSD Sites

	Site Name	Site Address	Square Footage
1	Adelanto	11497 Barlett Avenue, Adelanto CA 92301	6,800
2	Apple Valley	13589 Navajo Road Suite 104, Apple Valley CA 92410	10,384
3	Arrowhead Grove	1151 north Crestview Avenue, San Bernardino CA 92410	3,119
4	Baker- Muscoy	2818 Macy Street, Muscoy CA 92407	4,000
5	Barstow	1121 West Main Street, Barstow CA 92311	3,548
6	Boys and Girls Club	1180 West 9 th Street, San Bernardino CA 92411	6,300
7	Chino	5585 Riverside Drive, Chino CA 91710	6,554
8	Crestline	22836 Fir Lane, Crestline CA 92335	3,360
9	Cucamonga	9324 San Bernardino Road, Rancho Cucamonga CA 91730	6,500
10	Del Rosa	2382 North Del Rosa Avenue Suite E, San Bernardino CA 92404	8,292
11	Fontana Citrus	9315 Citrus Avenue, Fontana CA 92335	9,008
12	Hesperia	9352 E Avenue, Hesperia CA 92345	9,352
13	Highland	26887 5 th Street, Highland CA 92346	3,000
14	Mill Center	Mill Center Address – 205 South Allen Street, San Bernardino, CA 92408	15,311
15	Northgate	17251 Dante Street, Victorville CA 92394	2,694
16	Ontario maple	555 West Maple Street, Ontario CA 92408	17,689
17	Parks and Recreation	2969 Flores Street, San Bernardino CA 92405	2,160
18	Redlands South	15 North Center Street, Redlands CA 92373	4,400
19	Redlands Valencia	125 Horizon Avenue, Redlands CA 92374	2,992
20	Rialto Eucalyptus	485 North Eucalyptus Avenue, Rialto CA 92376	6,408
21	Rialto Renaissance	1360 West Foothill Boulevard, Rialto CA 92376	7,628
22	Twenty-nine Palms	71409 29 Palms Highway, Twenty nine Palms CA 92277	3,900
23	Upland	732 N 3 rd. Avenue, Upland CA 91786	3,840
24	Victorville	14029 Armargosa Road Suite C, Victorville CA 92392	7,330
25	Westminster	720 North Sultan Avenue, Ontario CA 91764	5,400
26	Willow	1432 North Willow Avenue, Rialto CA 9237	2,024
27	Yucaipa	12236 California Street, Yucaipa Ca 9399	4,648
28	Yucca Valley	56389 Prima Trail , Yucca Valley CA 92284	5,546

Cost Sheet

Item/Quantity	Unit Cost per Month	Tax Amount	Discount	Total Amount Annually
Adelanto	\$1,007.35	0%	0%	\$12,088.20
Apple Valley	\$1,516.51	0%	0%	\$18,198.12
Arrowhead Grove	\$1,167.04	0%	0%	\$14,004.48
Baker-Muscoy	\$655.69	0%	0%	\$7,868.28
Barstow	\$1,184.27	0%	0%	\$14,211.24
Boys and Girls Club	\$1,260.75	0%	0%	\$15,129.00
Chino	\$1,268.31	0%	0%	\$15,219.72
Crestline	\$1,173.19	0%	0%	\$14,078.28
Cucamonga	\$1,266.71	0%	0%	\$15,200.52
Del Rosa	\$1,320.07	0%	0%	\$15,840.84
Fontana Citrus	\$1,341.39	0%	0%	\$16,096.68
Hesperia	\$1,351.64	0%	0%	\$16,219.68

Item/Quantity	Unit Cost per Month	Tax Amount	Discount	Total Amount Annually
Highland	\$625.91	0%	0%	\$7,510.92
Mill Center	\$2,333.93	0%	0%	\$28,007.16
Northgate	\$616.79	0%	0%	\$7,401.48
Ontario Maple	\$2,673.04	0%	0%	\$32,076.48
Parks and Recreation	\$332.61	0%	0%	\$3,991.32
Redlands South	\$667.60	0%	0%	\$8,011.20
Redlands Valencia	\$625.67	0%	0%	\$7,508.04
Rialto Eucalyptus	\$995.68	0%	0%	\$11,948.16
Rialto Renaissance	\$1,300.30	0%	0%	\$15,603.60
Twenty-nine Palms	\$1,189.28	0%	0%	\$14,271.36
Upland	\$650.92	0%	0%	\$7,811.04
Victorville	\$1,291.42	0%	0%	\$15,497.04

Item/Quantity	Unit Cost per Month	Tax Amount	Discount	Total Amount Annually
Westminster	\$965.66	0%	0%	\$11,587.92
Willow	\$328.56	0%	0%	\$3,942.72
Yucaipa	\$1,211.55	0%	0%	\$14,538.60
Yucca Valley	\$970.01	0%	0%	\$11,640.12
Total	\$31,291.85			\$375,502.20