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ORIGINAL

SAN BERNARDINO COUNTY

Contract Number 21-684

SAP Number 4400017392

Real Estate Services Department
Facilities Management

Department Contract Representative	Richard Ayala
Telephone Number	(909) 387-5111
Contractor	Executive-Suite Services, Inc.
Contractor Representative	RJ Storm-Larsen
Telephone Number	(844) 780-2626
Contract Term	11/01/2021 – 10/31/2026
Original Contract Amount	$ 3,888,132
Not to Exceed Amount	$ 650,000
Amendment Amount	
Total Contract Amount	$ 4,538,132
Cost Center	7303001000

IT IS HEREBY AGREED AS FOLLOWS:

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

A. Contractor's proposal for custodial services dated May 6, 2021
B. Scope of Work (Attachment A).
C. Cost Per Site (Attachment B).

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

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to perform in a good and workmanlike manner subject to the reasonable satisfaction of the County and subject to the provisions hereof, the Custodial Maintenance services, as further described in detail Attachment "A", Scope of Work (the "Services"); on the premises located in Attachment "B"; and

WHEREAS, the County conducted a competitive process to find Executive-Suite Services, Inc. (Contractor) to provide these services, and

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

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

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

A. RESERVED

B. CONTRACTOR RESPONSIBILITIES

B.1 Contractor shall provide all labor, materials, supplies, labor supervision, tools, transportation, travel time, equipment, etc., necessary to provide the services described in attachment B for San Bernardino County listed locations. The COUNTY shall have the right to approve or reject the methods, materials, supplies and equipment to be used by the CONTRACTOR.

B.2 Meet all requirements for services as described in this Contract.

B.3 Meet all governmental, safety and other regulatory requirements as they pertain to providing these services.

B.4 Maintain all records and books pertaining to the delivery of services under this agreement and demonstrate accountability for Contract performance. COUNTY shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

B.5 Maintain fiscal records in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

B.6 Have CONTRACTOR'S supervisory personnel inspect the work done by CONTRACTOR'S staff and exercise complete authority over all such employees. CONTRACTOR shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the COUNTY.

B.7 Maintain a staff adequate to provide complete coverage and emergency services if required.

B.8 Supply the COUNTY with an Emergency Notification Plan that includes any emergency call out telephone numbers. CONTRACTOR shall designate its own full-time employee as a Contract Representative and notify the COUNTY in writing. This Contract Representative shall provide overall management and coordination of the Contract on the CONTRACTOR's behalf, shall act as the central point of contact with the COUNTY.

B.9 Only use chemicals which are acceptable for use in the city where the service is done and the State of California and must be approved by the COUNTY and Federal Government. Chemicals used must comply with all State, Federal, Environmental Protection Agency (EPA) and Department of Transportation (DOT) requirements including packaging and labeling. All applicable codes, regulations, rules and standards must be followed. CONTRACTOR must comply with all current and future requirements for local, State and Federal agencies.

B.10 Accept that each phase of the services rendered under this contract are subject to COUNTY inspection during both the CONTRACTOR's operations and after completion of services/task. The COUNTY's inspection is not a substitute for quality control by the CONTRACTOR. All findings of unsatisfactory or non-performed work will be administered in accordance with the terms and conditions of this Contract. The COUNTY reserves the right to choose the inspection methods and to vary the inspection methods utilized during the work without notice to the CONTRACTOR.

B.11 If so requested by County, Contractor shall provide additional service in any State of Emergency that arises during the contract term. Services as more fully set forth in Attachment A, Section I.K. Upon request by the County, Contractor shall provide a written estimate for the cost of any additional work to be performed. Said estimate shall include the cost for all labor, supplies, material, taxes, insurance and any other costs required to perform the work. Such services

shall be provided only upon written authorization by the County as more fully set forth in Section F.1.

B.12 During any State of Emergency, CONTRACTOR shall follow all state and local laws and policies re use of face coverings and personal protective equipment (PPE). In the event of a known discovery of viral exposure, CONTRACTOR and its employees must use PPE when rendering services.

B.13 Comply with the requirements of SB 1383, effective January 1, 2022, the specific requirements of which will be addressed in an amendment to this Contract.

B.14 If Contractor is terminated, either for cause or convenience, Contractor agrees to comply with all provisions of the Displaced Janitor Opportunity Act (California Labor Code Section 1060 et seq.).

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.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.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.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.

C.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.

C.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 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.

C.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.

C.8 Choice of Law
This Contract shall be governed by and construed according to the laws of the State of California.

C. 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.

C.10 Confidentiality
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.

C.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.

C.12 County Internship Initiative
Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at http://wp.sbcounty.gov/workforce/career-pathways/.

C.13 County Representative
The Director of Real Estate Services 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 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.

C.14 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.

C. 15 Debarment and Suspension
Contractor certifies that neither it nor its principals or subcontractors is 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). 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.

C.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:

C.16.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.16.2 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.16.3 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.

C.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.

C.18 Employment Discrimination
During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment 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 Employment and Housing 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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.24 Licenses, Permits and/or Certifications
Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of 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.

C.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.

C.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".

C.27 Nondisclosure
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.

C.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.

C.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.

C.30 Participation Clause
The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.30.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.31 Air, Water Pollution Control, Safety and Health
Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.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.

C.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.

C.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 County.

C.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.

C.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.

C.37 Subcontracting

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.

For any subcontractor, Contractor shall:

37.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

37.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

37.3 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.

C. 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.

C.39 Termination for Convenience

The County and the Contractor each reserve 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.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.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, San Bernardino County, 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, San Bernardino County, San Bernardino District.

C.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.

C.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 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.

C.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 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 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 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.

C.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.

C.46 RESERVED

C.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 existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.48 RESERVED

C. 49 RESERVED

D. TERM OF CONTRACT
This Contract is effective as of November 1, 2021 and expires October 31, 2026 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 The County will not be responsible for CONTRACTOR's supplies, equipment, material, or personal belongings that may be damaged, lost or stolen.

E.2 The County reserves the right to approve or reject any servicing methods, material, supplies, and/or equipment to be used by CONTRACTOR, as well as approval or disapproval of all personnel.

F. FISCAL PROVISIONS

F.1 The County will compensate the Contractor for its services under this Contract $ 64,802.20 monthly. The maximum amount of 60 monthly payments, one month in arrears, under this contract shall not exceed $ 3,888,132 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

In addition, County will compensate Contractor for additional emergency services, if such services are requested by the County, in writing (total amount not to exceed $650,000). Contractor acknowledges the emergency related services shall be on an on-call basis and there is no guarantee of a minimum amount of work that will be assigned to Contractor. Contractor will only be compensated for emergency related work performed following receipt of written or email authorization from the Real Estate Services Department – Facilities Management, approving the work and the estimate provided by Contractor. Contractor shall include the written or email authorization with any email provided by Contractor.

F.2 Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order number stated on the invoice.

F.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.

F.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.

F.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.

F.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.

F.7 The Director of the Real Estate Services Department - Facilities Management has the authority to increase or decrease at any time the service levels required by this Contract. Service level adjustments will be accomplished by the COUNTY directing the CONTRACTOR to adjust their work by increments of a day. Any change in service levels will result in a change in compensation to CONTRACTOR. The amount to be added or deducted shall be based upon the Daily Rate. The Daily Rate will be calculated by dividing the monthly rate by the number of service days in the month.

F.8 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

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

G.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.

G.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.

G.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.

G.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.

G.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.

G.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".

G.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.

G.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.

G.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.

G.11 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:

G.11.1 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.

G.11.2 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:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

G.11.3 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 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.

G.11.4 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.

G.11.5 RESERVED

G.11.6 RESERVED

G.11.7 RESERVED

G.11.8 Contracts for Labor or Service

In accordance with Labor Code Section 2810 the following additional information is provided:

1. Worker's Compensation insurance policy number WWC3489138, certificate expires 9/1/2021. Insurance carrier is Wesco Insurance Co.
2. Vehicle identification number(s) is: Vehicle 1 VIN # 3N6CM0KN1MK692503

   Vehicle 2 VIN # 3N6CM0KNLK701102

   Vehicle 3 VIN # 3N6CM0KN6LK700061
3. Vehicle insurance policy: California Automobile Insurance Co., Policy #BA040000011844, expires 1/7/2022.
4. The Contract **does not** have real property to house workers in connection with this Contract.

The total number of workers to be employed under this Contract is 26, and shall be

paid $14.00 per hour each month, starting the 1st of each month. Beginning January 1, 2022, all workers employed under this Contract shall be paid $15.00 per hour.

5. There will be no additional payments/commissions other than the agreed price attached to this document.
6. The CONTRACTOR shall not use any independent subcontractors without prior written approval in connection with this Contract.
7. Contractor's employer identification number for state tax purposes is as follows: 52-2445448.

G.11.9 Fidelity Bond – Contractor shall provide the County with a fidelity bond in the amount of Fifty Thousand Dollars ($50,000) covering all losses through pilfering or theft by the Contractor, its employees or agents.

H. RIGHT TO MONITOR AND AUDIT

H.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.

H.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.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 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.

I.2 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.

I.3 If County elects to terminate this Contract pursuant to section I.2e, County, in its sole discretion, may prohibit Contractor from bidding on any Facilities Management Contract for a period of three (3) years from the date of termination.

J. 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 deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Deputy Director Bill Ogg
RESD – Facilities Management
200 South Lena Road
San Bernardino, CA 92415-0055

Executive-Suite Services, Inc.
19025 Parthenia Street
Northridge, CA 91324

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

K. ENTIRE AGREEMENT

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.

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L. CONTRACT EXECUTION

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

▶ _____
Curt Hagman, Chairman, Board of Supervisors

Dated: SEP 14 2021

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-SUITE SERVICES, INC.

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

By _____
(Authorized signature - sign in blue ink)

Name James F. Ferraro
(Print or type name of person signing contract)

Title Owner
(Print or Type)

Dated: 8-30-21

Address 6265 Leaver St.
Riverside, Ca. 92504

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____	▶ _____	▶ _____
Katherine M. Hardy, Deputy County Counsel		Bill Ogg, Deputy Director Real Estate Services Department Facilities Management
Date 9-2-21	Date _____	Date 9/2/21

ATTACHMENT A
SCOPE OF WORK

I. CLEANING SPECIFICATIONS

A. General Standards Include the Following:

1. It is the intent of the County to maintain each facility at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building, shall be included as though written into these Cleaning Specifications.

2. The term "clean" includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc.

3. The Contractor shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include but not be limited to the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood metal, and glass.

4. Contractor shall provide supervision. Supervision shall consist of, but not be limited to the following:

    a. Supervisors shall plan, schedule and assign work to all custodians.

    b. Supervisors shall make inspections to review work in progress, and inspect to ensure completion.

    c. Supervisors shall ensure that the security of facility/facilities are met and comply with safety regulations.

    d. Supervisors shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping, damp mopping, dust mopping, shampooing, etc.

    e. Supervisors shall enter and maintain periodic tasks in custodial logbook and check supply levels.

    f. Supervisors shall respond to questions, complaints and requests from facility occupants.

    g. All persons listed as "Site Supervisor" will be required to work on or near the site as part of their normal working conditions.

    h. Supervisors shall carry an electronic communication device, including but not limited to a pager or cell phone, provided by Contractor and respond to occupant requests for services and emergencies within 15 minutes when contacted by designated site contacts or the Facilities Management Custodial Services Chief. A list of all contact numbers shall be provided to the Facilities Management Custodial Supervising Staff.

    i. Contractor shall not exceed a ratio of janitors to supervisors of ten to one. Working supervisors do not fulfill this requirement.

5. The Contractor shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202 General Industry Safety Orders.

    Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The Contractor's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens: and Section 5194, "Hazard Communication". The Contractor's IIPP must be submitted in writing within thirty (30) days of Contract start date.

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 United State Environmental Protection Agency (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. Bi-weekly shall be defined as two (2) times per week and the days shall be Mondays and Wednesdays.
9. Bi-monthly shall be defined as two (2) times per month and the days shall be the second and fourth Friday per month.
10. Contractor shall ensure that a copy of the Contract is kept in the custodial closet at all times per site.
11. Contractor shall ensure that all spray bottles are labeled with the correct chemical labels. Secondary labels will provide global harmonizing system symbols (GHS) and have the appropriate safety data (SDS) sheet in the custodial closet.
12. Contractor is advised that County facilities are frequently used for Countywide meetings and special events, etc. and shall require additional services and supplies. Therefore, the Contractor shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. Contractor will be notified of the scheduled by the Facilities Management Custodial Services Chief.
13. Contractor shall maintain a separate floor crew to damp mop, buff, shampoo, strip and wax all linoleum and tile floors.
14. Contractor shall ensure that there are clean mop heads available to custodians at all times.
15. **Contractor must ensure that all dispensers are filled with supplies on the last day of the contract.**

B. Daily Trash Pick-Up And Removal

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

C. General Daily Cleaning Responsibilities

1. Contractor shall clean/dust furniture, counters and cabinets (furniture includes: desks, tables and reception area partitions.)
2. Contractor shall clean/dust all vertical and horizontal surfaces.

3. Contractor shall spot clean finger marks, smudges, graffiti, dirt build-up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, ceiling or shelf fans, etc.
4. Contractor shall clean all glass entrances (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).
5. Contractor shall clean all metal trim (push plates, kick plates, door jams, etc.).
6. Contractor shall spot clean all carpeted floors as needed to include but not be limited to spillages, stains, gum and candy.
7. Contractor shall spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
8. Contractor shall sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.
9. Contractor shall clean stainless steel, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep floor.
10. Contractor shall clean areas only accessible during daytime hours as required.
11. Contractor shall clean elevator walls and tracks.
12. Contractor shall remove all trash as described above.

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

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

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

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

9. Contractor shall clean the inside and outside of glass doors and windows to all entrances.

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

1. Contractor shall clean all commodes, urinals, lavatories, bathtubs, shower areas etc., with a germicidal detergent. **NOTE: Deodorant tablets are not to be used.**
2. Contractor shall remove incrustation, stains, scale, deposits, hair, 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, hinges, frames, furniture, trim, baseboards, etc., in restrooms and adjacent lounge areas.
5. Contractor shall maintain automatic air fresheners in all public restrooms.
6. Daily floor cleaning requirements shall include the following:
   - Contractor shall sweep floors to remove loose dirt and other material.
   - Contractor shall damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
   - Contractor shall clean all baseboards as needed.
   - Contractor shall spray buff all tile and linoleum floors to high luster shine weekly.
   - Contractor shall pour one (1) gallon of water down floor drains weekly.
   - Contractor shall maintain at all times, floors in such a manner as to promote longevity and safety.
7. Contractor shall empty all waste receptacles.

G. Supplies

1. Contractor shall refill all towels, tissue, seat covers, soap, air freshener, batteries and feminine product dispensers. No refill/extra supplies shall be stocked in the area of the dispenser.
2. Contractor shall maintain a ten (10) day stock of restroom supplies.
3. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

H. Daily Finishing Touches

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

I. Bi-Weekly Floor Care

1. Carpet care shall consist of the following:
    - Contractor shall vacuum all carpeted floor completely bi-weekly.
    - Contractor shall use only Hepa-Filtration Type vacuum cleaners.
    - Contractor shall spot clean all carpeted floors as needed. (Spillages, stains, gum, candy, etc.).

J. Periodic Tasks and Services

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

K. Semi-Annual Service

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

1. Contractor shall wash the inside of all windows. This shall include the complete removal of foreign matter on windows, ledges, and frames.
2. Contractor shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout. (Note: Contractor shall complete a major clean up (strip and re-wax) of all hard surfaces floors this includes all baseboards, edges, corners, grout, walls, and ledges 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 weekly. The method of cleaning can be dry cleaned or steamed cleaned according to the preference of the client. The Courts prefer the dry cleaning method.

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. The log shall verify completion of each tasks required by signing and dating the periodic service log.

B. Supplies

Contractor shall maintain a ten (10) days' stock of restroom supplies in the custodial closet at all facilities for the term of this contract. Contractor is required to maintain a log in each custodial closet indicating what supplies are being used and replenished. Contractor is required to be OSHA and GHS compliant and/or secondary containers must be properly labeled.

C. Uniforms

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

D. English Fluency Requirement

1. Fluency is defined as the ability to communicate (speak, read and understand) in English.
2. The Contract monitoring staff shall review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the specifications and explain the application of these requirements.
3. **Failure to comply with this requirement is a material breach of the Contract, and may result in termination of the Contract for default.**
4. The following positions shall require Contract staff to be fluent in English:
    - Supervisors
    - At least one daytime worker (Day Porter) per crew (7:30 a.m. – 5:00 p.m.)
    - Early morning workers who operate alarm systems
5. All persons assigned to positions requiring fluency in English are subject to review by the Facilities Management Custodial Services Chief.

III. QUALITY CONTROL – PAYMENT REDUCTION

A. Purpose

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

B. Quality Control Ratings

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

C. Minimum Acceptable Rating

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

D. Method of Rating

Inspection of the facilities is made on a pass/fail basis. When an inspection falls below eighty-five percent (85%), the first Cure Notice will be sent. Contractor has forty-eight (48) hours to comply. If no response is received from Contractor addressing the concern, the County, at its option, may terminate

the Contract immediately upon written notice or remedy the deficiency and offset the cost thereof from any amounts due Contractor under this Contract or otherwise.

E. Payment Reduction

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

IV. SAFETY MEASURES

A. Security

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

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

   Note: children, spouses and other family members are not allowed to accompany anyone who has been cleared to enter facilities.

2. Acceptability shall be determined by:

   - District Attorney, Probation and/or Superior Court of California background investigation
   - The County's previous experience with the individual (if applicable).

3. Only those individuals, who have been determined acceptable, have received their County issued Identification (ID) Cards and who have been designated on the Contract as the Contractor who shall be providing service to the facility, shall be allowed to work in County facilities. Individuals no longer working for the Contractor shall return ID Cards to County upon separation.

4. The Contractor shall pay $13.50 for each initial identification (ID) badge and any replacement badge thereafter. Payment shall be made in the form of a money order. The current fee for each ID badge is thirteen dollars and fifty cents ($13.50), however, the fee for ID badges is set by individual County departments and subject to change at any time. Contractor will be responsible for and required to pay any increase in the fee.

5. Those individuals who fail a background investigation shall not be allowed to work in any County facility.

6. The Contractor's use of unauthorized personnel shall result in immediate Contract termination for all approved Contractor contracts at this site, and in County's sole discretion, may result in immediate Contract termination for all approved Contractor contracts at any other location Contractor provides custodial services.

7. The misuse of any County issued ID cards, Access Control Card, keys or alarm codes by the Contractor or any of the employees of the Contractor shall be considered as failure to fully comply with the security requirements of this Contract and shall be considered grounds for termination of the Contract.

B. Background Investigation

1. All personnel employed through the contracted Contractor, and working under this Contract shall undergo and pass a San Bernardino County District Attorney conducted background investigation, prior to being authorized access to any County facility.

2. All personnel employed through the contracted Contractor, and working under this Contract shall undergo and pass a Criminal Justice Information System (CJIS) background investigation, prior to being authorized access to any Probation facility.

   a. For zone 4 West San Bernardino Probation buildings are identified as FON011 and RAN007 as described in Attachment B.

3. All personnel employed through the contracted Contractor, and working under this Contract shall undergo and pass a Superior Court of California criminal background check, prior to being authorized access to any County Court facility. Personnel who fail the background check or have any felony conviction shall not be assigned to work in any County Court facility.

    a. For zone 4 West San Bernardino Superior Court buildings are identified as FON010 and RAN001 as described in Attachment B.

4. Contractor shall submit a complete background check package for each employee (including any Subcontractor) who will require access to County facilities.

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

    i. Completed District Attorney Authority to Release Personal Information form. A check in the amount of fifty-eight dollars ($58.00) payable to San Bernardino County. Submit the complete package to the District Attorney located at 303 W. 3rd St., San Bernardino, CA.
    ii. Completed Criminal Justice Information System (CJIS) package for personnel working in identified Probation facilities. Check in the amount of fifty-eight dollars ($58.00) payable to San Bernardino County. Submit the complete package to the Probation Department located at 175 W. 5th St., San Bernardino, CA
    iii. Completed Superior Court of California CA Department of Justice (DOJ) for personnel working in identified Court facilities. A check in the amount of forty-two dollars ($42.00) payable to the Superior Court of California. Submit the complete package to the Superior Court of California located at 247 West 3rd St., 1st Floor, San Bernardino, CA

INCOMPLETE PACKAGES WILL NOT BE ACCEPTED.

5. The cost of the background check is currently fifty-eight dollars ($58.00), which includes the background check and a ten dollar ($10.00) processing fee and is required by the Department of Justice.
6. The cost of the background check for the Superior Court of California is currently forty-two dollars ($42.00) and is required by the Department of Justice Superior Courts.
7. Fees are determined by the District Attorney's Office, Probation Department and the State of California and are subject to change at any time. Contractor will be responsible for any increase in fees.
8. Disqualifying information includes, but is not limited to the following:
    - Character / Moral Turpitude Violations
    - Theft / Related Offenses
    - Affiliation with Criminal Elements
    - Felony Convictions
    - Current (Pending) Criminal Cases
    - Active Arrest Warrants
    - CORI = Criminal Offender Record Information
    - CLETS = California Law Enforcement Telecommunication Systems
    - Any information that would prohibit Contractor/employee access to CLETS and/or CORI as outlined by the California Department of Justice.
9. Contractor/employee shall complete a bi-annual Security and Awareness Training provided by the Department of Justice and set up by the Probation Department if assigned to a Probation facility.
10. Contractor/employee shall complete an annual Department of Justice Security Awareness Training. Training will be coordinated through the Superior Court of California, San Bernardino County's CLETS Manager or Director of Facilities if assigned to a County Court.

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

C. Keys for County Facilities

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

D. Alarm Systems

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

E. Access Cards

Access cards are only issued to assigned person or persons. They are not to be transferable and should not be surrendered to anyone. These access cards are the property of San Bernardino County and they are of sensitive nature. If you lose, break or misplace your access card you are to report it immediately to the Facilities Management Custodial Services Chief. Contractor is responsible for the safekeeping of all access cards assigned. Electronic files are kept on the usage of these cards. A one hundred ($100.00) dollar charge shall be made per lost card. Misuse of these cards shall result in the removal of person or persons from the facility.

ATTACHMENT B
COST PER SITE – Zone 5 Central San Bernardino

BUILDING ID	LOCATION	ADDRESS	SPECIAL REQUIREMENTS	SQUARE FOOTAGE	MONTHLY COST	ANNUAL COST
COL010	Sheriff NARCO	1020 Cooley Dr. Colton	Mon-Fri 8am-5pm Showers & gym	18,200	$1,966.51	$23,598.12
COL514	Colton Public Health WIC	292 East "O" Street Colton	Mon – Thurs & every other Fri 6:00 pm–6 am	2,000	$226.35	$2,716.20
RIA002	Sheriff Communication	1771 Miro Way Rialto	Sun – Sat 7dy/wk 8pm-8am	5,077	$730.88	$8,770.56
RIA003	Office of Emergency Svc	1743 Miro Way Rialto	Sun–Sat 7 dy/wk 8pm – 6am	5,565	$833.13	$9,997.56
	During emergencies – addtn'l svc required at noon to clean bathrooms & trash; normal night svc continue					
RIA008	Con Fire Dispatch	1743 Miro Way Rialto	Mon – Fri 5 dy/wk 5pm – 6am	3,275	$416.67	$5,000.04
RIA011	Con Fire Modular	1743 Miro Way Rialto	Mon – Fri 5 dy/wk 5pm – 6am	922	$119.47	$1,433.64
RIA012	ISD Trailer	1743 Miro Way Rialto	Tues & Thurs 7:00 am-4:30 pm	3,456	$223.06	$2,676.72
RIA512	Rialto Public Health WIC	1515 Riverside Ave. Rialto	Mon–Thurs & every other Fri 6:00 pm – 6 am	2,796	$331.45	$3,977.40
SAB043	Gateway Facility	740 E. Gilbert St. San Bernardino	Mon – Thurs (4dys) 8am-2pm	27,162	$2,568.64	$30,823.68
SAB050	Children Assess Ctr	700 E. Gilbert St. San Bernardino	Mon-Fri 6:00pm – 6:00am	10,617	$1,178.71	$14,144.52
SAB089	Youth Justice Center	900 E. Gilbert St. San Bernardino	Mon-Fri 7:30am – 5:00pm	17,445	$2,098.19	$25,178.28
SAB156	District Attorney	303 West Third St. San Bernardino	Mon-Fri 7:30am-5pm 3 FT staff	106,008	$15,165.71	$181,988.52
SAB170	Central Juvenile Detention Ctr	900 East Gilbert St. San Bernardino	Mon-Sun 7 dy/wk 1 Sup & 5 FT staff	131,337	$27,533.92	$330,407.04
SAB190	Probation Dept. San Bernardino	150 W. 5th St. San Bernardino	Mon-Fri 5pm-8am	18,869	$2,044.47	$24,533.64
SAB192	Casa Paseo Center DBH	720 East Gilbert St. San Bernardino	Mon-Fri 8am-5pm; 1 FT staff; no trash liners	10,262	$4,316.83	$51,801.96
SAB194	SB County Fire Dept	200 East 3rd St. San Bernardino	Tues & Fri 2 dy/wk 6pm-6am	22,656	$1,484.98	$17,819.76
SAB207	Windsor Crisis Ctr. DBH	1481 N. Windsor St. San Bernardino	Mon-Fri 8am-5pm; 1 FT staff; no trash liners	11,102	$3,563.23	$42,758.76