

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.25
(ID # 12710)

MEETING DATE:
Tuesday, June 23, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreement with Wurm's Janitorial Services Inc. for Custodial Services for Two (2) Years. [All Districts]; [Two Year Total Cost - \$900,000; Up to \$90,000 in additional compensation]; 100% Sheriff's Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with Wurm's Janitorial Services Inc. for custodial services for a total aggregate amount of \$900,000 for two years through June 30, 2022, and authorize the Chairman of the Board of Supervisor to sign the Agreement on behalf of the County; and,
2. Authorize Purchasing Agent, in accordance with Ordinance 459, based on availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of the Agreement, including the annual renewal options and modification of the statement of work, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the total aggregate contract amount.

ACTION: Policy



Robert Gunzel, Assistant Sheriff 6/16/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 23, 2020
xc: Sheriff

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 450,000	\$ 990,000	\$ 0
NET COUNTY COST	\$ 0	\$ 450,000	\$ 990,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment:	No
			For Fiscal Year:	20/21 - 21/22

C.E.O. RECOMMENDATION: Approve

BR# 20-073

BACKGROUND:

Summary

The Riverside County Sheriff's Department has seventeen (17) facilities that operate 24/7 and four (4) other locations that operate during normal business hours that require custodial services. Custodial Services has long been part of the Internal Service Funds (ISF) cost in which the service is managed by Economic Development Agency (EDA). On January 7, 2020 (3.23), the Board gave the Sheriff's Department the authority and flexibility to manage their operation costs relating to janitorial services, certain building maintenance services and capital projects. As part of a Board of Supervisors decision, the Sheriff's Department was given the authority to manage their own facilities as an "Authorized Entity" as defined in County Policy B-11. During the transition phase, EDA and the Sheriff's Department reached an agreement for the Sheriff's Department to absorb a total of 19 EDA employees (1 Custodial Supervisor and 18 Custodians) to become Sheriff's Custodial Staff. The shortages in coverage to Sheriff's facilities will require the use of a vendor to meet our operational needs.

Impact on Residents and Businesses

By augmenting the custodial services with a third-party vendor, the Department is able to obtain the necessary services to provide work place cleanliness and a healthy environment to staff, including the general areas visited by the public.

Price Reasonableness

The Riverside County Sheriff's Department is requesting to amend the current Wurm's contract entered between the Riverside County Economic Development Agency and the Sheriff's Coroner (contract ID# EDARC-91039-002-06/20) for custodial services. For that contract, EDA released a Request for Quotation (RFQ # FMARC-207A) and it was advertised on the County's Internet. The bid invitation was sent to thirty-five (35) potential bidders, eighteen (18) vendors downloaded the bid, and two (2) vendors submitted their pricing. As a result of the evaluation, Wurm's was awarded the contract.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

On August 1, 2017, a three-year contract term was entered at the time with the contract expiration date of 6/30/2020. The Sheriff's Department wishes to take over EDA's contract with Wurm's to provide housekeeping services to several Sheriff's facilities. The Department is requesting to extend the current contract for an additional two-year term to allow the Department to implement the service and go out for competitive bid during the second year for a new contract.

Wurm's will be providing services to various Sheriff's locations, as well as fill in to support other facilities when custodial staff are off for any reason. The Department is requesting to spend \$450,000 per year for services, and a 10% contingency of the total contract amount for additional labor expenses. The total two-year cost (\$900,000) with the 10% contingency (\$90,000) is \$990,000.

Attachments

Professional Services Agreement with Wurm's Janitorial Services – 3 copies


Teresa Summers, Director of Purchasing 6/11/2020


Cherilyn Williams 6/16/2020


Jeff Van Wageningen, Assistant CEO / Public Safety 6/16/2020


Gregory F. Priamos, Director County Counsel 6/9/2020

PROFESSIONAL SERVICE AGREEMENT

for

CUSTODIAL SERVICES for SHERIFF'S FACILITIES

between

COUNTY OF RIVERSIDE

and

WURM'S JANITORIAL SERVICES INC.



JUN 23 2020 3.25

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison.....	10
18. Notices.....	11
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	15
Exhibit A-Scope of Service.....	19
Exhibit B- Basic Level of Cleaning Standards.....	24
Exhibit C- Quality Requirements	27
Exhibit D- Locations and Schedules	31
Exhibit E- Payment Provisions.....	34

This Agreement, made and entered into this ____ day of _____, 2020, by and between WURM'S JANITORIAL SERVICES INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, Exhibit B, Basic Level of Cleaning Standards, Exhibit C, Quality Requirement, at the prices stated in Exhibit E, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit E. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective as of July 1, 2020 (the "Effective Date") and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance on Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, documents and reports received, and expenses incurred in accordance with the terms of Exhibit E, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an amount of four hundred fifty thousand (\$450,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit E, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the term of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
P.O. Box 592
Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-91039-002-06/22) quantities; item/service descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

Wurm's Janitorial Services Inc.
544 Bateman Circle
Corona, CA 92880

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: V. Manuel Perez
V. Manuel Perez
Chairman of the Board

Dated: JUN 23 2020

Wurm's Janitorial Services Inc.

By: Larry D. Stewart
Name: Larry D. Stewart
Title: President

Dated: 5 27-20

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Priscilla Pass
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Susanna Oh
Susanna Oh,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

Custodial Services are to be performed in the administrative areas and other specified locations as described in this request. Service hours for all the locations are noted in Exhibit D, Location and Schedules, and shall be based on the specified schedule, excluding Holidays, unless otherwise directed or approved by the Riverside County Sheriff's Department (RCSD) such as for floor crew/utility work, etc. The Contractor and RCSD representatives may adjust days and times as necessary if mutually agreed upon. The RCSD shall not accept any Subcontractors for this project. All work must be performed by the Contractor.

Scope for the Coroner locations:

- a) Custodial Services are to be performed in the administrative areas of the Coroner facilities in Indio and Perris only. This service agreement for the coroner locations does not include restricted areas such as the morgue, labs, or warehouse.
- b) **Service hours for the Perris and Indio locations:** Monday through Friday from 4:00 p.m. to 12:30 a.m. and Saturday and Sunday from 4:00 p.m. to 8:00 p.m., excluding Holidays, unless otherwise directed or approved by the RCSD (such as for floor crew/utility work, etc.). The Contractor and RCSD representatives may adjust days and times as necessary if mutually agreed upon.

A. GENERAL REQUIREMENTS

1. CONTRACTOR shall provide labor and onsite supervision at all times to carry out the work and shall ensure only competent workers who are skilled in the type of work specified are employed.
2. CONTRACTOR's employees and supervision shall have successfully passed a Live Scan and Level One security clearance background check through the RCSD to enter site. CONTRACTOR's employees who have not been cleared or fail the security clearance shall not be permitted inside a COUNTY facility. Proof of completion MUST be provided to the Administrator prior to start of service.
 - a. **Level I Security Clearance:** A level I security clearance is a status granted to individuals that have completed a background check, who may have unsupervised access to confidential information or access to restricted areas (i.e. any sheriffs facility). A level I security clearance background check is not as extensive/intrusive as a pre-employment background check but does meet California DOJ and FBI requirements. All level I security clearance background checks are conducted by Sheriffs Personnel.
 - b. Below outline the reasons why the Level 1 Security Clearance is necessary for cleaning staff:
 - I. The California Government Code sections 15150 through 15167 states that the California Department of Justice (CA DOJ) shall maintain a statewide telecommunications system for the use of law enforcement agencies and only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use a CLETS terminal. Any

information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through the CLETS.

II. The California DOJ CLETS Policy directs that all persons, including non-criminal justice, volunteer personnel and private vendor technical or maintenance personnel with physical access to the CLETS equipment, information from the CLETS or to criminal offender record information, are required to undergo a background and fingerprint-based criminal offender record information searches pursuant to the California Code of Regulations, Title 11, Division 1, Chapter 7, Article 1, Subsections 703(d) and 707(b).

III. Pursuant to the FBI's Criminal Justice Information Services Division (CJIS) Security Policy section 4.5, if the fingerprint-based criminal offender record information search reveals a felony conviction of any kind, CLETS/NCIC access shall NOT be granted. If it is revealed that the person appears to be a fugitive or has an arrest history without conviction for a felony, the agency head or his/her designee will review the matter and decide if the CLETS/NCIC access is appropriate.

3. The CONTRACTOR agrees to advise the COUNTY, within twenty-four (24) hours, the name(s) of any employee(s) who are no longer employed by the CONTRACTOR but were once authorized to deliver product to any COUNTY detention facility.
4. CONTRACTOR shall ensure employees working during business hours keep voices and music at a low level so no one shall be disturbed.
5. CONTRACTOR shall ensure that no person(s) not employed by the Contractor (i.e. spouse, children, brothers, sisters, friends, etc.) shall be allowed to enter the premises during Contractor's performance of services.
6. CONTRACTOR shall provide relief personnel to ensure each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
7. CONTRACTOR is responsible for maintaining satisfactory standards for employees in regard to conduct, appearance and integrity (i.e. use of foul language, use of breakrooms or common areas shared by staff, and interaction and/or requests made by RCSD employees).
8. CONTRACTOR employees (Janitorial crew) shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated building representatives in connection with the janitorial duties to be performed.
9. CONTRACTOR employees shall be identified, while on the premises, by shirt, blouse, smock or ID Badge indicating the company name or logo in print large enough to be read easily.
10. CONTRACTOR employees shall comply with building security. In addition, the Contractor shall ensure all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.
11. CONTRACTOR shall inform RCSD of any irregularities noted during performance of services including but not limited to doors left unlocked, lights not working or left on, defective plumbing,

broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.

12. CONTRACTOR shall certify to the possession of any and all current required licenses, credentials, certificates, and business licenses that comply with all Federal and State related custodial services and be properly insured.
 - a. General Liability Insurance (*Endorsed certificate of insurance MUST be maintained during the period of performance of this Agreement. Certificate Holder address should be 2980 Washington Street, Riverside CA 92504)
 - b. Worker Compensation
 - c. Janitorial Services Bonding (Should be sent to the Administrator of this Agreement)
12. CONTRACTOR shall comply with the Displaced Janitor Opportunity Act. Pursuant to Labor Code section 1061(b)(1).
13. CONTRACTOR shall repair and restore to its original condition and County property damaged by its operation at no cost to the COUNTY.
14. All materials, supplies, and equipment used by the CONTRACTOR shall be suitable for the job and not harmful to the surfaces on which they are used.

B. STORAGE/USE OF EQUIPMENT AND MATERIALS

1. CONTRACTOR shall obtain prior approval from the RCSD designee for any space or area required for storage of the CONTRACTOR's equipment and materials.
2. Equipment and materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.
3. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor.
4. All products stored in secondary containers shall be properly labeled as to the contents. All vacuums used must be equipped with Hepa Filtration.
5. All cleaning equipment must be maintained in good working order so as not to cause any harm to employees, contents of the facility or the facility itself.

C. MATERIALS AND SUPPLIES

1. All equipment and supplies necessary to perform these services shall be provided by the CONTRACTOR and approved by the RCSD. All cleaning products shall perform as cleaners and disinfectants. In addition, CONTRACTOR shall supply soap, hand sanitizers, deodorizers, chemicals, hand sanitizers, liners, paper towels, toilet tissue, toilet seat protectors, carpet shampoo, floor stripper and finish, dust cloths, and other items as needed. CONTRACTOR shall be required to fill the dispensers of the items listed above.

2. Under no circumstances shall cleaning tools and materials be left unattended during normal business hours.
3. The CONTRACTOR shall handle chemicals so as to minimize the possibility of exposure of facility occupants to acid based or caustic based materials. A list of all chemicals used for these services shall be pre-approved by the RCSD designee.
4. All unused products and empty containers shall be properly disposed of by the CONTRACTOR as required by federal, state and local laws and regulations.
5. Material Safety Data Sheets (MSDS)- Contractor shall post current MSDS sheets in appropriate areas and shall provide copies to the RCSD for its required postings.
6. Labor - Hours of work for this contract shall be in accordance with, and subject to the provisions of the State of California Labor Code.
7. All materials and supplies shall be Environmentally Friendly.
8. The RCSD has an ongoing requirement for the products indicated in this Agreement. The CONTRACTOR shall maintain access to a reasonable stock of such products on hand for the term of the contract. Failure to maintain access to a reasonable stock may result in termination for default of the contract.

D. SECURITY

1. CONTRACTOR shall be responsible for use of all keys and/or security cards issued to him/her. CONTRACTOR shall not put identification on any keys. CONTRACTOR shall not duplicate any keys for premises under any circumstances. Any lost key/s or need for additional keys shall be promptly reported to the RCSD in writing. CONTRACTOR shall need to identify which keys were lost, who lost the keys, where they were lost, and the date and time of loss. CONTRACTOR shall be assessed a fee not to exceed \$25.00 for each key not returned or lost and shall be further assessed the costs for parts and locksmith services to remove the lost key from the keying system.
2. Unauthorized duplication of keys for a County owned facility is a misdemeanor under Chapter 3, Section 469 of the California Standard Penal Code.
3. Security of RCSD properties shall be maintained. Doors, gates, and windows shall be closed and locked when not in immediate use. Upon completion of the work in any single section of a building, employees shall check exterior doors and windows to make sure that they are closed and locked. Certain areas are protected by security alarms and procedures for entering and leaving these areas shall be as directed by the RCSD.
4. Under no circumstances shall CONTRACTOR's employees admit anyone to areas controlled by a key or access card in their possession.

E. INSPECTION OF SERVICES

1. CONTRACTOR shall inspect the RCSD facility monthly to ensure quality and thoroughness. Contractor shall coordinate these inspections with the RCSD's representative who has the option of inspecting the facility with the CONTRACTOR. CONTRACTOR shall refer to the Basic Level of

Cleaning Standards Spreadsheet (Exhibit B) when inspecting the facility and shall provide a written report within five working days regarding the conditions at the time of the inspection and the steps necessary for addressing any issues.

2. CONTRACTOR shall submit a schedule at least five working days in advance for sizeable services such as carpet and window cleaning and floor stripping and waxing activities, identifying the type of service, location and scheduled date and time. CONTRACTOR shall schedule a time to inspect the completed work with the RCSD's representative no later than five working days after the work has been performed. CONTRACTOR shall designate one representative that is of supervisor authority or higher to conduct these inspections.

F. SERVICES PROVIDED BY THE COUNTY

1. The RCSD shall provide lights, power, and water for cleaning.
2. The RCSD shall provide lockable spaces for CONTRACTOR's supplies and equipment. The RCSD shall not be responsible for the CONTRACTOR's supplies, equipment, material, or personal belongings.
3. All trash shall remain property of the RCSD. The RCSD shall provide bins, cans and dumpsters where CONTRACTOR shall deposit trash and recyclables. Disposal of trash from these designated locations shall be the responsibility of the RCSD.

**EXHIBIT B
BASIC LEVEL OF CLEANING STANDARDS**

I. GENERAL HOUSEKEEPING, PRIVATE OFFICES, LOBBIES, & LOUNGES	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
1. Empty wastebaskets	X						
2. Clean and service cigarette urns, sweep entrances	X						
3. Dust furniture as needed in first impressions areas			X				
4. Clean and sanitize drinking fountains	X						
5. Spot clean reception lobby glass, including front door		X					
6. Low dust horizontal surfaces including sills, ledges, molding, & shelves				X			
7. Clean counter tops	X						
8. Remove dust & cobwebs from ceiling areas				X			
9. Wash wastebaskets as needed			X				
10. Spot clean wall surfaces					X		
11. Clean entire wall surfaces							X
II. FLOORS & CARPET							
1. Spot vacuum	X						
2. Detail vacuum			X				
3. Inspect for minor spots & remove	X						
4. Deep restoration extraction						X	
III. FLOORS, RESILIENT, & HARD SURFACES							
1. Dust mop	X						
2. Spot mop	X						
3. Damp mop	X						
4. High speed burnishing (resilient tile)					X		
5. Strip & refinish resilient tile /w 2 coats of sealer & 3 coats of finish					X		
6. Clean & polish					X		

baseboards							
7. Hard tile (machine scrub)					X		
IV. WASHROOMS, LOCKER ROOMS, EMPLOYEE & PUBLIC DAY LOUNGES							
1. Clean, sanitize and polish porcelain fixtures including sinks, toilet & urinals	X						
2. Clean & polish all chrome fittings seats	X						
3. Clean & sanitize toilet	X						
4. Clean & polish mirrors	X						
5. Empty all containers & disposal units, insert liners	X						
6. Clean & sanitize exterior of all containers	X			X			
	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
7. Dust metal partitions				X			
8. Dust/clean lounge furniture							
9. Remove spots, stains, splashes from wall area adjustments	X						
10. Remove fingerprints from doors, frames, light switches, handles, push plates, etc.	X						
11. Refill all dispensers to normal limits - soaps, tissue, paper towels & seat covers	X						
12. Low dust horizontal surfaces including sills, molding, ledges, shelves, etc				X			
13. Spot clean metal partitions	X						
14. Wash & sanitize metal partitions					X		
15. High dust horizontal surfaces including ledges, shelves, pipes, & vents					X		

16. Dust diffuser outlets in ceiling				X			
17. Wipe down benches & lockers				X			
18. Clean shower units	X						
19. Sweep & clean debris from floors	X						
20. Damp mop all floor surfaces	X						
21. Machine scrub restroom					X		
V. REGULAR SERVICES EXTERIOR WINDOWS							
1. Clean exterior							X
2. Clean interior							X
VI. ENTRANCES							
1. Sweep walkways	X						
2. Clean glass/doors	X						
3. Sweep patio, side, or rear doors	X						
VII. PARKING							
1. Empty trash receptacles	X						
VIII. MISCELLANEOUS							
1. Empty trash from exterior break areas	X						
2. Wipe down exterior furniture		X					
3. Sweep & clean smoking areas and ash cans	X						
4. Empty recycle bins	X						

**EXHIBIT C
QUALITY REQUIREMENTS**

A. ENTRANCES

1. **Mats and Carpet** - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
2. **Glass and Metal Surfaces** - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
4. **Corners/Thresholds** - Shall be free of dust, dried-soil, crud, finish build-up and debris.
These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.
4. **Floors** - Shall be free of dust, dried soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
5. **Walls and Fixtures** - Shall be free of dust, dried-soil and soil without causing damage.
These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film streaks and cleaner residue.
6. **Waste Containers** - Contents shall be removed from waste containers and can liners to be replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.

B. RESTROOMS/LOCKER ROOMS

1. **Dispensers** - Shall be free of dust, dried-soil and mold without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply items.
2. **Hardware** - Shall be free of dust, soil, mold and scale without causing damage. These surfaces shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
3. **Sinks** - Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, and film and water spots.
4. **Mirrors** - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

5. **Toilets, Toilet Seats and Urinals** - Shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
6. **Partitions** - Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.
7. **Waste Containers** - Contents shall be removed from waste containers and can liners to be replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.
8. **Showers** - Shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
9. **Walls and Doors** - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry.
10. **Floors and Baseboards** - Shall be free of dust, soil, gum, stains and debris. Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
11. **Air Vents** - Shall be free of dust and soil without causing damage. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
12. **Light Fixtures** - Shall be free of dust and soil without causing damage. Fixtures shall remain in proper position and appear streak-free and uniformly clean.

C. LOUNGE/BREAKROOM

1. **Sinks** - Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, and film and water spots.
2. **Waste Containers** - Contents shall be removed from waste containers and can liners to be replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.
3. **Counters and Tables** - Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, and film and water spots.

4. **Floors and Baseboards** - Shall be free of dust, soil, gum, stains and debris. Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks
5. **Walls and Doors** - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry., lint, standing water, cleaner residue and film.

D. CONFERENCE ROOMS:

1. **Furniture** - Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
2. **Floors and Carpet** - Shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.
3. **Carpet Spotting** - Spillages or crusted material shall be removed along with spots, smears, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Only approved cleaners can be used.
4. **Walls and Doors** - Shall be free of dust, soil, spots and stains without causing damage.

These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry., lint, standing water, cleaner residue and film.

5. **Waste Containers** - Contents shall be removed from waste containers and can liners to be replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.

E. OFFICES:

1. **Furniture** - Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
2. **Telephones** - Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.
3. **Lamps** - Shall be free of dust and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.
4. **Walls and Doors** - Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.
5. **Waste Containers** - Contents shall be removed from waste containers and can liners to be replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly

and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.

6. **Workstation Partitions** - Shall be free of dust and soil without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.
7. **Floors and Baseboards** - Shall be free of dust, dried-soil, soil, gum, spots, stains and debris.
8. **Floors and Carpet** - Shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.
9. **Carpet Spotting** - Spillages or crusted material shall be removed along with spots, smears, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Only approved cleaners can be used.

F. WINDOWS:

Glass - Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue. All windows must be fully cleaned annually.

G. JANITOR CLOSETS AND STOREROOMS:

1. **Shelves** - Shall be free of dust and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized neatly on shelves.
2. **Janitor Carts** - Shall be free of dust and soil. They shall appear visibly and uniformly clean.
3. **Supplies and Equipment** - Stored on janitor carts shall also be free of dust and soil and organized neatly.
4. **Walls** - Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.
5. **Utility Sinks** - Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean.
6. **Floors** - Shall be free of dust, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**EXHIBIT D
LOCATION AND SCHEDULE**

1. FACILITIES & SQUARE FOOTAGE

- | | |
|---|---|
| 1) Smith Correctional Facility - SCF (26,804 SF)
1627 S. Hargrave
Banning | 12) Lake Elsinore Station (26,710 SF)
333 Limited St.
Lake Elsinore |
| 2) Blythe Station (12,386 SF)
260 N. Spring St.
Blythe | 13) La Quinta Range (560 SF)
58075 Jefferson St.
La Quinta |
| 3) Cabazon Station (16,235 SF)
50290 Main St.
Cabazon | 14) Mecca Sub-Station (3,404)
91260 Avenue 66
Mecca |
| 4) Hemet Station (17,102 SF)
43950 Acacia
Hemet | 15) Southwest Station (32,200 SF)
30755 A Auld Rd.
Temecula |
| 5) Indio Jail/ John Benoit Detention Center (3,913 SF)
46057 Oasis St.
Indio | 16) Ben Clark Training Center (102,953 SF)
16791 Davis Ave.
Riverside |
| 6) SIB (30,289 SF)
1500 Castellano Rd.
Rubidoux | 17) Palm Desert Station (62,005 SF)
73705 Gerald Ford Dr.
Palm Desert |
| 7) Jurupa Valley Station (36,287 SF)
7477 Mission Blvd.
Jurupa Valley | 18) Perris Station (61,001 SF)
137 S. Perris Blvd.
Perris |
| 8) Sheriff's Admin/Criminal Justice Building (51,766 SF)
4095 Lemon St.
Riverside | 19) Special Enforcement Bureau (3,800 SF)
24312 Daytona Cove
Perris |
| 9) Dispatch (14,330 SF)
7195 Alessandro Blvd.
Riverside | 20) Coroner Indio
47225 Oasis St
Indio |
| 10) Robert Presley Detention Center RPDC (47,779 SF)
4000 Orange St.
Riverside | 21) Coroner Perris
800 S. Redlands Ave
Perris |
| 11) Thermal Sheriff Station (55,178 SF)
86625 Airport Blvd.
Thermal | |

2. SERVICE SCHEDULE:

The janitorial locations listed below will require service full time (highlighted and the hours of service) and the locations that may need coverage in the event an employee is out.

Location	Employee	Schedule	Mon	Tue	Wed	Thu	Fri	Total
Palm Desert Station	Sheriff's Staff	Days (0500-1330)	8	8	8	8	8	40
Palm Desert Station	Sheriff's Staff	Nights (1600-0030)	8	8	8	8	8	40
Thermal Station/La Quinta Range	Sheriff's Staff	Days (0500-1330)	8	8	6	8	8	38
Mecca Sub Station	Sheriff's Staff	"			2			2
Thermal Station	Wurm's	Nights (1600-0030)	8	8	6	8	8	38
Thermal Aviation	Wurm's	"			2			2
John Benoit Detention Center	Wurm's	Days (0500-1330)	8	8	8	8	8	40
Blythe Station/Range	Wurm's	Days (0500-1330)	6	6	6	6	6	30
Blythe Jail	Wurm's	"	2	2	2	2	2	10
SCF Admin	Sheriff's Staff	Days (0500-1330)	4.5	4.5	4.5	4.5	4.5	20.5
SCF Visiting	Sheriff's Staff	"	1	1	1	1	1	5
SCF WRP	Sheriff's Staff	"	1.5	1.5	1.5	1.5	1.5	7.5
SCF Locker Room	Sheriff's Staff	"	1	1	1	1	1	5
Cabazon Station	Sheriff's Staff	Days (0500-1330)	7	7	7	7	7	35
SCF/LDS Visiting	Sheriff's Staff	"	1	1	1	1	1	5
Hemet Station	Sheriff's Staff	Nights (1600-0030)	8	8	8	8	8	40
SIB	Sheriff's Staff	Days (0500-1330)	8	8	8	8	8	40
Jurupa Valley Station	Sheriff's Staff	Nights (1600-0030)	8	8	8	8	8	40
Jurupa Valley Station	Wurm's	Days (0500-1330)	8	8	8	8	8	40
Lake Elsinore Station	Sheriff's Staff	Nights (1600-0030)	8	8	8	8	8	40
Southwest Station	Wurm's	Days (0500-1330)	6	6	6	6	6	30
Southwest Jail	Wurm's	"	2	2	2	2	2	10
BCTC	Sheriff's Staff	Days (0400-1230)	8	8	8	8	8	40
BCTC	Sheriff's Staff	Days (0400-1230)	8	8	8	8	8	40
BCTC	Sheriff's Staff	Days (0400-1230)	8	8	8	8	8	40
Perris Station	Sheriff's Staff	Nights (1600-0030)	8	8	8	8	8	40
Perris Station	Wurm's	Days (0500-1330)	8	8	8	8	8	40
Criminal Justice Building	Sheriff's Staff	Days (0500-1330)	8	8	8	8	8	40
Criminal Justice Building	Sheriff's Staff	Days (0500-1330)	8	8	8	8	8	40
RPDC	Wurm's	Days (0500-1330)	8	8	8	8	8	40
Dispatch	Sheriff's Staff	Nights (1600-0030)	8	8	8	8	8	40
Dispatch	Wurm's	Days (0500-1330)	8	8	8	8	8	40
SEB	Wurm's	Days (0500-1330)		3		3		6
Coroner Perris	Wurm's	Nights (1600-0030)	8	8	8	8	8	48*
Coroner Indio	Wurm's	Nights (1600-0030)	8	8	8	8	8	48*

*NOTE: Coroner Perris and Indio: Weekly total hrs. 48 (includes 4hrs Sat and 4hrs Sun)

2A: Scheduling- If a RCSD employee goes home early during his/her shift, Wurm’s service is not required. If a RCSD supervisor or a designee calls to inform a staff will be out prior to the start of his/her shift, it is expected for Wurm’s staff to report to the location within 2 hours from the time the call is made. If RCSD staff is expected to be off on vacation or off for a certain amount of time, a 2-week notice will be provided.

3. COUNTY OBSERVED HOLIDAY

Per County Ordinance 358.8, COUNTY offices will be closed the following holidays:

Holiday	2020
New Year's Day	Wednesday, January 1
Martin Luther King Jr. Day	Monday, January 20
Abraham Lincoln's Birthday	Wednesday, February 12
George Washington's Birthday	Monday, February 17
Memorial Day	Monday, May 25
Day Before Independence Day	Friday, July 3
Labor Day	Monday, September 7
Columbus Day	Monday, October 12
Veterans' Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Day after Thanksgiving	Friday, November 27
Christmas Day	Friday, December 25

**EXHIBIT E
PAYMENT PROVISIONS**

A. PRICING FOR SHERIFF'S FACILITIES: Pricing provided includes travel, labor, vehicle, fuel, and any operating expenses required to perform the service.

Site Type	Location	Employee	Schedule	Total Hrs	WURM: Pricing by Site				
					A&B	B	B	C	C
					Fill In Rate (w/o supplies)	Wurm's Monthly Rate (w/o supplies)	Wurm's Annual Cost w/o Supplies	Monthly W/Supplies	Annual W/Supplies
A	Palm Desert Station	Sheriff's Staff	Days (0500-1330)	40	\$ 32.50				
A	Palm Desert Station	Sheriff's Staff	Nights (1600-0030)	40	\$ 32.50				
A	Thermal Station/La Quinta Range	Sheriff's Staff	Days (0500-1330)	38	\$ 32.50				
A	Mecca Sub Station	Sheriff's Staff	"	2	\$ 32.50				
A	Thermal Station	Sheriff's Staff	Nights (1600-0030)	38	\$ 32.50				
A	Thermal Aviation	Sheriff's Staff	"	2	\$ 32.50				
C	John Benoit Detention Center	Wurm's	Days (0500-1330)	40				\$ 3,890.28	\$ 46,683.36
C	Blythe Station/Range	Wurm's	Days (0500-1330)	30				\$ 3,298.52	\$ 39,582.24
C	Blythe Jail	Wurm's	"	10				\$ 1,099.51	\$ 13,194.12
A	SCF Admin	Sheriff's Staff	Days (0500-1330)	20.5	\$ 32.50				
A	SCF Visiting	Sheriff's Staff	"	5	\$ 32.50				
A	SCF WRP	Sheriff's Staff	"	7.5	\$ 32.50				
A	SCF Locker Room	Sheriff's Staff	"	7	\$ 32.50				
A	Cabazon Station	Sheriff's Staff	Days (0500-1330)	35	\$ 32.50				
A	SCF/LDS Visiting	Sheriff's Staff	"	5	\$ 32.50				
A	Hemet Station	Sheriff's Staff	Nights (1600-0030)	40	\$ 32.50				
A	SIB	Sheriff's Staff	Days (0500-1330)	40	\$ 32.50				
B	Jurupa Valley Station	Sheriff's Staff	Nights (1600-0030)	40	\$ 32.50				
B	Jurupa Valley Station	Wurm's	Days (0500-1330)	40		\$ 3,654.57	\$ 43,854.84		
A	Lake Elsinore Station	Sheriff's Staff	Nights (1600-0030)	40	\$ 32.50				
C	Southwest Station	Wurm's	Days (0500-1330)	30				\$ 4,190.01	\$ 50,280.12
C	Southwest Jail	Wurm's	"	10				\$ 1,396.67	\$ 16,760.04
A	BCTC	Sheriff's Staff	Days (0400-1230)	40	\$ 32.50				
A	BCTC	Sheriff's Staff	Days (0400-1230)	40	\$ 32.50				
A	BCTC	Sheriff's Staff	Days (0400-1230)	40	\$ 32.50				
A	BCTC	Sheriff's Staff	Days (0400-1230)	40	\$ 32.50				
B	Perris Station	Sheriff's Staff	Nights (1600-0030)	40	\$ 32.50				
B	Perris Station	Wurm's	Days (0500-1330)	40		\$ 3,654.57	\$ 43,854.84		
A	Criminal Justice Building	Sheriff's Staff	Days (0500-1330)	40	\$ 32.50				
A	Criminal Justice Building	Sheriff's Staff	Days (0500-1330)	40	\$ 32.50				
C	RPDC	Wurm's	Days (0500-1330)	40				\$ 6,521.38	\$ 78,256.56
B	Dispatch	Sheriff's Staff	Nights (1600-0030)	40	\$ 32.50				
B	Dispatch	Wurm's	Days (0500-1330)	40		\$ 3,654.57	\$ 43,854.84		
C	SEB	Wurm's	Days (0500-1330)	6				\$ 836.35	\$ 10,036.20
C	Coroner Perris	Wurm's	Nights (1600-0030)	48				\$ 3,437.30	\$ 41,247.60
C	Coroner Indio	Wurm's	Nights (1600-0030)	48				\$ 1,854.48	\$ 22,253.76
ANNUAL COST							\$131,564.52		\$318,294.00

* **Site Type A:** All County staff site will be fill in labor only, no supplies, no tasks beyond daily, no detail services. CONTRACTOR provides hourly rate only reflecting the call in/ emergency staffing

* **Site Type B:** All sites with County and Wurm's staff will have the County staff rate as above for County Staff fill in and a monthly charge for Wurm's staff reflecting no supplies and no detail services

***Site Type C:** All sites with only Wurm's staff will be calculated as normal with and without supplies and with all tasks beyond daily as well as detail services.

B. SERVICE FOR CORONER LOCATIONS:

Location/Address:	Basic Service Monthly Total
1. Sheriff's Coroner Facility 800 S. Redlands Ave. Perris, CA	\$3,437.30 (pricing includes all labor, materials, and fees)
2. Sheriff's Coroner Facility 47225 Oasis Street Indio, CA	\$1,854.48 (pricing includes all labor, materials, and fees)

C. ADDITIONAL CLEANING SERVICES FOR CORONER (carpets, windows, and floors)

1. All carpeting is to be shampooed twice a year as part of the basic service. However, it is also anticipated that there may be carpet in several other rooms that shall need to be cleaned more than twice a year; therefore, the hourly rate noted above will be used for the extra cleaning of carpet.
2. All interior and exterior windows are to be cleaned a minimum of once a year as part of the basic service. In the event the RCSD requests additional window cleaning, the hourly rate noted above will be used for the service cost.
3. All hard and resilient floors are to be stripped and three coats of floor finish applied a minimum of every quarter as part of the basic service. In the event the RCSD requests additional stripping and waxing services, the hourly rate noted above will be used for the service cost.

Cost for additional Services	Cost per Hour
Item 1: Carpet cleaning (noted above #1)	\$27.50/hr.
Item 2: Interior/Exterior window cleaning (noted above #2)	\$27.50/hr.
Item 3: Floor restoration (noted above #3)	\$27.50/hr.

D. ADDITIONAL CONTRACT REQUIREMENTS

RCSD shall have the option to add and delete any locations as desired, including the option to procure services without cleaning supplies. If the department chooses to contract without cleaning supplies, it is understood that the department shall provide all supplies such as soap, hand sanitizers, deodorizers, chemicals, hand sanitizers, liners, paper towels, toilet tissue, toilet seat protectors, carpet shampoo, floor stripper and finish, dust cloths, and other items as needed. Any change to the service shall be mutually agreed by both parties.