

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



ITEM: 3.48
(ID # 19338)

MEETING DATE:
Tuesday, June 28, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreement for Janitorial Services between County of Riverside and Servicon Systems, Inc. for Custodial Services for Five (5) Years. All Districts; [Total Cost - \$3,474,755; Up to \$694,951 in additional compensation - 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement for Janitorial Services between County of Riverside and Servicon Systems, Inc. (Agreement) as the primary vendor for a total aggregate amount of \$3,474,756 for five (5) years from July 1, 2022 through June 30, 2027, and authorize the Chair 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 as to form by County Counsel to (a) enter into new agreements with Allied Universal and Executive Janitorial Services who participated in the Request for Proposal (RFP) # SHARC-468 for custodial services as needed from July 1, 2022 through June 30, 2027; (b) execute the annual renewal options; and (3) sign amendments to the Agreement that do not change the substantive terms of the Agreement, including but not limited to, changes to the compensation provision that do not exceed twenty (20) percent of the total aggregate Agreement amount.

ACTION:Policy


Matthew Jimenez 6/22/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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 28, 2022
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	\$ 694,951	\$ 4,169,706	\$ 0
NET COUNTY COST	\$ 0	\$ 694,951	\$ 4,169,706	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BR# 22-088

BACKGROUND:

Summary

Custodial Services has long been part of the Internal Service Funds (ISF) where services are managed by Facilities Management (FM). On January 7, 2020 (Minute Order 3.23), the Board gave the Sheriff's Department the authority and flexibility as an "Authorized Entity", defined in County Policy B-11, to manage operation costs relating to landscape and janitorial services, and public work projects.

Fiscal Year 20/21 marked the first year the Sheriff's Department managed their own custodial services. With the current contract set to expire on June 30, 2022, the Sheriff's Department went out to bid for a new service contract. The Riverside County Sheriff's Department has eighteen (18) facilities that operate 24/7 and six (6) locations that operate during normal business hours that require custodial services. The combined square feet of these twenty-four (24) facilities total approximately 790,105 sq. ft. Based on the size of these facilities and the requirement to meet 24-hour operations, third party custodial support is necessary for overall service coverage and to meet the service gap. While the Sheriff's Department relies on third parties for overall support, the Sheriff's Custodial Unit will continue to have oversight of the service needs of the Department. Per the new service contract, the Sheriff's Custodial Staff will support fourteen (14) facilities, and the third-party vendor will support ten (10) facilities.

Impact on Residents and Businesses

Augmenting the custodial services with a third-party vendor promotes business opportunities for vendors while the Department is able to obtain the necessary services. Custodial services are important and necessary to provide workplace cleanliness and a healthy environment to staff, including the general areas visited by the public.

Price Reasonableness

County Purchasing, on behalf of the Sheriff's Department, issued a Request for Proposal (RFP) #SHARC-468 for Janitorial Services and advertised the bid on publicpurchase.com.

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The bid invitation was sent to ninety-four (94) potential bidders, fifty-seven (57) of them downloaded the bid, and the County received three (3) proposals. The bids were evaluated by a team of Sheriff's Department personnel and each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirement, approach to service and solutions, bidder's experience and ability, cost and fees, references, and financial information. Based on the regional approach, the evaluation committee has determined Servicon Systems, Inc. (Servicon), the most responsive bidder as they have the resources to cover all regions. The annual cost with Servicon for labor, equipment, cleaning supplies and products to support 10 Sheriff's facilities is projected to cost \$694,951 annually. Servicon is also including one full time supervisor to manage staff and oversee the daily needs of the Department.

Since the other two vendors, Allied Universal (Allied) and Executive Janitorial Services (Executive) each received respectable scores, the Sheriff's Department is electing to award them as back-up vendors to be used on as-needed basis for additional support. The Sheriff's Department will establish the contracts when it deems necessary based on their level of service, and no additional funding will be requested.

Additional Fiscal Information:

The five (5) year cost for janitorial service and supplies totals \$3,474,755. The Sheriff's Department would like to request for a 20% contingency in the amount of \$694,951 to account for supplies and cost increases, and for new locations added to the contract. The 5-year cost with the 20% contingency request totals \$4,169,706, and all expenses will be paid from the Sheriff's Department budget.

Attachments

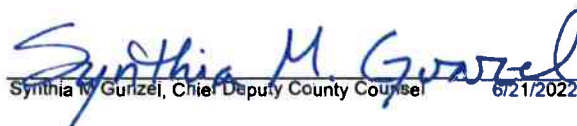
Professional Services Agreement- 3 copies


Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

6/21/2022


Rebecca S. Cortez, Principal Management Analyst

6/22/2022


Cynthia M. Gurzei, Chief Deputy County Counsel

6/21/2022

PROFESSIONAL SERVICES AGREEMENT

for

JANITORIAL SERVICES

between

COUNTY OF RIVERSIDE

and

SERVICON SYSTEMS, INC.



JUN 28 2022 3.48

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This Agreement, made and entered into this 28 day of June, 2022, by and between SERVICON SYSTEMS, INC., a California corporation, (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, for locations outlined in Exhibit B, Locations and Schedules, at the prices stated in Exhibit C, 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 B. 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 upon signature of this Agreement by both parties and continues in effect through June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties 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, products provided, and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three million four hundred seventy-four thousand seven hundred and fifty-six (\$3,474,756) 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 C, 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 first year of this Agreement (If applicable). 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 profit percentage will remain firm during the period of the Agreement. Annual increases shall 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 Department
4095 Lemon Street
Riverside CA, 92501

- 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-91039-003-06/27); 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 thirty (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. Both parties may terminate this Agreement without cause upon ninety (90) days with a written notice served 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. Notwithstanding the foregoing, CONTRACTOR may subcontract to a wholly owned subsidiary.

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. 12101 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.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the 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

Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

CONTRACTOR

Servicon Systems, Inc.
3965 Landmark Street
Culver City, CA 90232

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. 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 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 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.


24. Prevailing Wage

24.1 CONTRACTOR is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" work. Since the heating, ventilation, air conditioning preventative maintenance and repair services are being performed as part of an applicable "public works" or "maintenance" work, as defined by the Prevailing Wage Laws, CONTRACTOR agrees to fully comply with and to require any contractors or subcontractors to fully comply with such Prevailing Wage Laws.

[Signature page to follow]

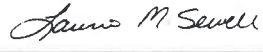
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: 
Jeff Hewitt, Chair
Board of Supervisors

Dated: JUN 28 2022

SERVICON SYSTEMS, INC., a California corporation

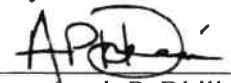
By: 
Name: Laurie Sewell
Title: CEO

Dated: 6/21/2022

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

JUN 28 2022 3.48

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR shall provide janitorial service to Sheriff's facilities on an as-needed basis 24/7/365 days a year. The service includes, but is not limited to labor, materials, supplies, and equipment listed under this contract. The Riverside Sheriff's Office (RSO) has a Custodial Unit consisting of 2 supervisors, and 19 custodians providing janitorial support to various Sheriff's facilities throughout the County. CONTRACTOR will support the remaining Sheriff's facilities and meet the scope of services for janitorial services as outlined in this agreement. The RSO shall not accept any subcontractors for this project and all work must be performed by the CONTRACTOR.

1. GENERAL SERVICE REQUIREMENT

CONTRACTOR's employees and supervision shall have successfully passed a Live Scan and Level One security clearance background check through the Riverside Sheriff's Office (RSO) to enter site.

CONTRACTOR's employees who have not been cleared or fail the security clearance shall not be permitted inside a COUNTY facility.

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). 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 janitorial 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.

- C. The Level 1 Security Clearance can take between 3 to 4 months to complete and it is important CONTRACTOR ensures employees participate expeditiously and professionally through the background check clearance process.
- D. 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.
- E. The Personnel Notification Form (PNF) is used by the Department to initiate the background clearance check process. Upon request, the selected vendor will be asked to have each staff who will be working in Sheriff's facilities to complete the form.

2. CONTRACTOR'S REQUIREMENT

CONTRACTOR shall:

- A. Provide Operational Project Manager, and Shift Supervisors who are dedicated to the CONTRACT.
- B. Provide Supervisors and Managers who can proficiently read, write, and speak English. All janitorial staff will be able to converse in English for business purposes, provided, however, that existing janitorial staff at the facilities to be hired under the Displaced Janitor Opportunity Act shall be presumed to already meet this requirement.
- C. Replace any personnel including but not limited to management and supervision that COUNTY Contract Administrator does not approve of within 24 hours from notification, provided, however, that such replacement request is in writing and describes the reason for such a replacement.
- D. Provide and maintain adequate full time and backup supervision that are security cleared and equally qualified in all respects to assume the responsibilities of supervision in the event of absenteeism.
- E. Provide and maintain an adequate number of English-speaking janitors and backups who can communicate in English, both verbally and written.
- F. Have the janitorial staff respond to RSO issues as reported directly by RSO onsite personnel. The janitor contacted will make every effort to resolve the issue. In the event the janitor cannot perform a cleanup, the janitor will immediately inform their supervisor to resolve the issue.
- G. Have all personnel properly trained, knowledgeable, with the ability and authority to respond to or be assigned to any janitorial calls. In the event of a biohazard call, Contractor will submit a summary report of actions taken.
- H. County shall, at its sole cost and expense, bring and maintain its facilities in compliance with applicable law and as otherwise necessary to prevent Contractor's employees from being exposed to any Hazardous Materials. County agrees to provide Contractor with any information County may have as of date hereof regarding Hazardous Materials at its facilities and that it will notify Contractor of any additional Hazardous Materials which may be located at the facilities. County acknowledges that Contractor is not a licensed or qualified expert with respect to Hazardous Materials, that Contractor has no obligation to perform any services with respect to such Hazardous Materials and that unless otherwise agreed to in writing, and Contractor shall have no responsibility for supervising technical or remedial work with respect to any Hazardous Materials. Notwithstanding the foregoing, Contractor is a licensed California pest control operator for the disinfection of microorganisms and viruses, including, without limitation, COVID-19.

3. SCOPE OF SERVICE

CONTRACTOR shall:

- A. Have staff available 24 hours a day, 7 days a week, 365 days as needed to cover necessary shifts per year to respond Riverside Sheriff's Office Contract Administrator or designee.
- B. Labor shall be based on total number of hours worked per shift, each day. Materials and supplies will be of high quality (see Exhibit C, Product Information for details), medium cost, and meet the COUNTY Contract Administrator's approval. Equipment must be new industrial grade and meet the COUNTY Contract Administrator's approval. The CONTRACTOR will have 10 days from notification to change any labor, materials, supplies, and/or equipment not approved by the COUNTY Contract Administrator. COUNTY contact information will be provided upon the execution of the contract.
- C. Schedule shall be flexibility to allow for changes to accommodate the Department's need. Upon request, the Department shall be able to make immediate change to the schedule to ensure proper support and efficiency. In addition, the Department shall have the option to add and/or delete location as needed.
- D. Perform all work in a manner that will minimize inconvenience to the employees and the public. For instance, shift start times can vary per location.
- E. Provide adequate signage advising the public when custodial work is performed and wherever safety is concerned.
- F. Be 100% operational within ~~30~~ 60 days from Notice to Proceed and security clearance granted. This will include, but not be limited to: supplies, equipment, labor, management, badging, documentation, records, and any other operational recordkeeping devices.
- G. Provide coverage for those individuals who called in sick and notify Sheriff staff at the respective location. In addition, provide coverage for Sheriff's staff who called in sick within 2 hours from the time the request is made.
- H. Describe your cleaning process and define what you considered as "deep cleaning." From time to time, you will be asked to provide "deep cleaning" service, and this will be done on an as-needed basis and cost should be separate from the general day-to-day cleaning routine. In the event CONTRACTOR subs this service out, CONTRACTOR is responsible to inform the Department to receive approval and clearance. Deep-cleaning shall include, but not be limited to the following: cleaning of all surfaces, appliances, and spaces that are not touched or used frequently. Examples: blinds, windows, waxing floors, carpet cleaning, and walls if needed, etc.

4. PERFORMANCE SPECIFICATIONS

CONTRACTOR shall:

- A. Provide full services for all RSO facilities on a continuous and as needed basis.
- B. CONTRACTOR will perform any janitorial function that is required to provide and maintain clean facilities.
- C. Inspect, note, keep records, and report any maintenance items as they occur to: 1) Kelly Gonzalez, Custodial Supervisor, and Leticia Tillman, Custodial Supervisor (Cellular information for both supervisors shall be provided upon request); 2) Facilities Administrative Personnel (the contact for

each facility will be provided to you upon award); 3) the RSO Communication email (RSOCustodialCommunications@riversidesheriff.org). Please use these communication channels in this order when communicating maintenance issues as we want to ensure your urgencies are addressed timely.

- D. Instruct each individual janitor to inspect respective areas and perform appropriate cleaning services to maintain the cleanliness of the facilities.
- E. Inspect, sift sand, and replace sand, and spot clean trash receptacles and cigarette urns.
- F. Provide and apply anti-slip products as requested by COUNTY Contractor Administrator.
- G. Unstop toilets using plunger as discovered or reported. If toilet is still non-functional, using the email provided, CONTRACTOR will report it to the COUNTY Contract Administrator or if not reached the RSO Maintenance Service Desk or facility representative.
- H. Make every attempt to remove non-etched graffiti and stickers as discovered or reported. If graffiti cannot be removed, CONTRACTOR will report it to the COUNTY Contract Administrator or if not reached the RSO Maintenance Service Desk, or facility representative. CONTRACTOR is responsible for the removal of all interior graffiti.
- I. Add approximately one gallon of water to floor drains nightly to prevent sewer odors from entering building.
- J. Maintain the cleanliness of the carpet seven (7) days a week. This includes but is not limited to gum, stain, and spot removal, extractions, pile lifting, and vacuuming on a continuous and scheduled basis. Perform spot removals daily.
- K. In an emergency spill or leak on carpet, the area must be extracted and cleaned immediately.
- L. Use of bonnet machines for carpet care is prohibited.
- M. Perform carpet care per manufacture specification. Most facilities use Mohawk or Armstrong products and need to meet Carpet & Rug Institute standards.
- N. Pile lift and vacuum Carpet daily with HEPA filtered vacuum.
- O. Clean and polish all stainless steel.
- P. Clean all flooring surfaces daily. (All facilities)
- Q. Strip, machine scrub, and polish all restroom floors on a 180-day cycle.
- R. Machine scrub, strip and wax all hard surface flooring on a 180-day cycle, when needed.
- S. Some hard flooring may not require stripping or waxing. Which, in most cases, falls under a light machine scrub to help remove stubborn spots.
- T. Strip, clean, and polish all ceramic tile floors on a 180-day cycle.
- U. Clean elevators daily. Including walls, buttons, and floors. (All facilities)

5. PERFORMANCE EXPECTATION AND REQUIREMENT

The CONTRACTOR is responsible for the cleanliness and sanitation of the building. The description of each service area, below, is to be used as a guideline for the CONTRACTOR. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the CONTRACTOR.

A. Entrances

- i. Mats and Carpet -Will be free of spots, stains, gum, dirt and debris without causing damage. They will appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces will also be free of dust, soil, and cleaner residue.
- ii. Glass and metal surfaces will appear streak-free, film-free and uniformly clean. This will include the elimination of dust and soil from the sills, ledges and heat registers.
- iii. Floors will be free of dust, dried-soil, gum, spots, stains and debris. Floors will appear visibly and uniformly smooth and clean. This will include the elimination of dust streaks and cleaner residue.
- iv. Walls and fixtures will be free of dust, dried-soil and soil without causing damage. These surfaces will appear visibly and uniformly clean. This will include the elimination of film streaks and cleaner residue.
- v. Waste container contents will be removed from waste containers and can liners be replaced. Inside and outside of the container will be cleaned and disinfected. Containers will appear visibly and uniformly clean. This will include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.
- vi. Entrance cleaning shall be done weekly to include all ramps, rails and stairway leading into the entrance and lobby of the building (up to 10 feet to entrance). Entrance must be clear of leaves and debris. Notwithstanding the foregoing, Contractor shall not be responsible for any monitoring, reporting, or correction of hazards in the exterior of the facilities regardless of the services it performs in the exterior of the facilities, unless Contractor or its personnel is directly responsible creating the hazard.

B. Stairwells

- i. Rails and Walls -Will be free of dust and dried-soil without causing damage. These surfaces will appear visibly and uniformly clean and disinfected. This will include the elimination of film, streaks, standing water, cleaner residue, or film.
- ii. Steps and landings will be free of dust, dried soil, gum, stains, and debris. These surfaces will appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

C. Restrooms, locker rooms and showering facilities

- i. Dispensers will be free of dust, dried-soil, and mold without causing damage. These surfaces will appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This will include the elimination of polish residue. Dispensers will be refilled when required with proper expendable supply item and dispense properly.
- ii. Hardware will be free of dust, soil, mold and scale without causing damage. Bright work will

- appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This will include the elimination of polish residue.
- iii. Sinks will be free of dust, mold, soil, cleaner residue and soap film without causing damage. They will appear visibly and uniformly clean and polished-dry. This will include the elimination of streaks, embedded soil and film, and water spots.
 - iv. Mirrors will be free of dust and soil. Mirrors and surrounding metal framework will appear streak-free, film free, and uniformly clean.
 - v. Toilets, toilet seats, and urinals will be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures will appear visibly and uniformly clean, disinfected and polished-dry. This will include the elimination of streaks, film and water spots.
 - vi. Partitions will be free of dust, soil and graffiti without causing damage. Partitions will appear visibly and uniformly clean, disinfected, and polished-dry. This will include the elimination of streaks and film.
 - vii. Waste container contents will be removed, and can liner be replaced. Inside and outside of the container will be cleaned and disinfected. Containers will appear visibly and uniformly clean. This will include the elimination streaks, foodstuff, and the presence of any offensive odor emitting from the container.
 - viii. Walls and doors will be free of dust, soil, spots and stains without causing damage. These surfaces will appear visibly and uniformly clean and disinfected. This will include the elimination of film, streaks, and cleaner residue. Ceramic wall and wainscots, metal kick plates, handles and push plates on doors will also be polished-dry.
 - ix. Floors and baseboards will be free of dust, soil, gum, stains and debris. Floors will appear visibly and uniformly clean and disinfected. This will include the elimination of dust streaks, lint, standing water, cleaner residue and film. If carpeting exists in any of these areas, they will be vacuumed daily.
 - x. Air vents will be free of dust and soil without causing damage. This also pertains to the air distribution units and exhaust vents. They will appear visibly and uniformly clean.
 - xi. Showers- Will be free of dust, mold, soil, cleaner residue and soap film without causing damage. They will appear visibly and uniformly clean and polished dry. This will include the elimination of streaks, embedded soil, film and water spots. Shower curtains will be washed at the site facility then hung back up to dry on a quarterly basis.

D. Offices

- i. Furniture and equipment will be free of dust, dried-soil and soil without causing damage. They will appear visibly and uniformly clean. This will include the elimination of cleaner residue, streaks and film. Fabric furniture will be free of spots, stains, gum, dirt and debris without causing damage.
- ii. Telephones will be free of dust and soil. They will appear visibly and uniformly clean and polished-dry.
- iii. Walls and doors will be free of dust, dried-soil and soil without causing damage. These surfaces will appear visibly and uniformly clean. This will include the elimination of film, streaks, and cleaner residue.
- iv. Waste containers contents will be removed from waste containers and can liners be replaced. Inside and outside of the container will be cleaned and disinfected. Containers will appear visibly and uniformly clean. This will include the elimination streaks, foodstuff, and the

- presence of any offensive odor emitting from the container.
- v. Partitions will be free of dust, soil and graffiti without causing damage. Partitions will appear visibly and uniformly clean. This will include the elimination of streaks, film and cleaner residue.
- vi. Floors, carpets and baseboards will be free of dust, dried-soil, soil, gum, spots, stains and debris. Floors and carpet will appear visibly and uniformly smooth and clean. This will include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

E. Windows

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

F. Janitor closets and storerooms

- i. Shelves will be free of dust, dried-soil and soil. They will appear visibly and uniformly clean. Supplies and equipment will be stocked and organized neatly on shelves daily. All spray bottles must be labeled, and all spray cans must have tops to comply with safety regulations.
- ii. Janitor carts will be free of dust, dried soil, and soil. They will appear visibly and uniformly clean. Supplies and equipment stored on janitor carts will also be free of dust and soil and organize neatly.
- iii. Walls will be free of dust, dried-soil, and soil without causing damage. They will appear visibly and uniformly clean. This will include the elimination of film, streaks, and cleaner residue.
- iv. Utility sinks will be free of dust, soil, cleaner residue and soap film. Utility sinks will appear visibly and uniformly clean. This will include the elimination of streaks, embedded soil, and film and water spots. Bright work will be cleaned, de-scaled and polished.
- v. Floors will be free of dust, dried-soil, gum, spots, stains and debris. Floors will appear visibly and uniformly smooth and clean. This will include the elimination of dust streaks, lint, standing water, cleaner residue and film.
- vi. Janitorial staff has the option to keep all supply closets stocked with incoming supply deliveries.
- vii. CONTRACTORS shall be responsibility to follow all Cal OSHA safety guidelines for proper labeling and storage of cleaning supplies.

6. PERIODIC CLEANING

CONTRACTOR shall comply to meet the basic level of cleaning standards:

A. 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			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. Entrance to include all ramps, rails and stairway leading into the entrance and lobby of the building (up to 10 feet to entrance). Entrance must be clear of leaves and debris.			X				
12. 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 baseboards					X		
7. Hard tile (machine scrub)					X		
IV. BRIEFING AND BREAK ROOMS, 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 and wipe down gym equipment	X						
7. Clean & sanitize exterior of all containers			X				
	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
7. Dust metal partitions				X			
8. Dust/clean lounge furniture				X			
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. Provide high cleaning above 30 feet once per year in the month of July. High cleaning will include but not be limited to vacuuming and washing until clean.							X
17. Provide linear vent and HVAC diffuser cleaning twice per year in the months of July and January. Cleaning includes but is not limited to vacuuming, washing, and metal polishing. Walls immediately around the vent will also be included.						X	
18. Dust diffuser outlets in ceiling				X			
19. Wipe down benches & lockers			X				
20. Clean shower units	X						
21. Sweep & clean debris from floors	X						
22. Damp mop all floor surfaces	X						
23. 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. Clean and polish all glass inside and outside of all outer buildings twice a year.						X	
4. 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						
IX. MISCELLANEOUS							
1. Clean the exterior of refrigerators on a monthly basis.				X			
2. Microwaves and refrigerators to be cleaned once a week in break room and common areas			X				

- B. Damage: CONTRACTOR will immediately report all conditions and occurrences out of the norm including: broken windows, vandalism, and/or other facility damage, to the Departmental representative, or an available Departmental supervisor
- C. Service Response Times:
 - i. CONTRACTOR shall respond to all custodial issues within two (2) hours of notification and completely resolve the issue as quickly as possible. If an issue cannot be resolved in two (2) hours, the Contract Administrator must be notified immediately.
 - ii. Issue brought up with RSO staff will be taken care of within 24 hours.
- D. Additional Services
 - i. CONTRACTOR shall submit supplemental proposals for work not called for under the fixed price portion of the Scope of Work, including, but not limited to additional work, and any similar type of work not stated elsewhere in this Scope of Work.
 - ii. COUNTY reserves the right to use alternative sources for completion of work, other than basic services, to obtain competitive proposals for additional services.
 - iii. If COUNTY Contract Administrator authorizes work by an alternate source or authorizes CONTRACTOR to subcontract the work; CONTRACTOR may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period. In such cases CONTRACT may be adjusted accordingly. In addition, subcontractor will be required to go through the Sheriff's background clearance process and must be given approval prior to starting service.
- E. Continue to provide services covered under this CONTRACT that is not affected by work provided by an alternate source.

7. QUALITY ASSURANCE

A. Consequences of CONTRACTOR'S Failure to Perform Required Services

- i. CONTRACTOR will perform Scope of Work requirements as described herein.

COUNTY will apply one or more of the surveillance methods mentioned below and will deduct a reasonable amount from CONTRACTOR'S invoice or otherwise withhold payment for unsatisfactory performance or non-performed work ("Deduction"). Any Deduction or Deduction amount must (a) be reasonable, and (b) have a direct and ascertainable nexus to CONTRACTOR's unsatisfactory performance or non-performed work. Notwithstanding the foregoing, the total Deduction amount in any calendar month (i.e., adding up all Deductions within a calendar month) shall not exceed 6% of the invoiced amount for that month ("Deduction Cap"). This Deduction Cap shall supersede all other terms to the contrary, including, without limitation, Section 7(B-F).

- ii. The Department will utilize the County's Supplier Corrective Action Form (see Exhibit E) to document and communicate any service issue. Contractor is required to comply to the request and work with the Department designee to correct the issue.

B. Surveillance Methods

- i. COUNTY may apply surveillance methods (Security Cameras) to determine CONTRACTOR compliance. These include, but are not limited to: Routine inspection, random sampling without extrapolated deductions, these include, but are not limited to and planned sampling, incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions will be taken for all observed defects.
- ii. COUNTY will also utilize time sheets provided by CONTRACTOR, or sign in sheets from local facilities when an employee fails to show for work and is not replaced by another employee.

C. Procedures in the case of unsatisfactory or non-performed work, COUNTY may:

- i. Give CONTRACTOR written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing Scheduled Deductions. Such written notice will not be a prerequisite for withholding payment for non-performed work. COUNTY may specify, as provided for below, that Scheduled Deductions can be assessed against CONTRACTOR. Such Scheduled Deductions are to compensate COUNTY for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.
- ii. At its option, allow CONTRACTOR an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to COUNTY. Corrective action must be completed within 24 hours of notice. The original inspection results of CONTRACTOR's work will not be modified upon re-inspection. However, CONTRACTOR will be paid for satisfactorily re-performed work.
- iii. Deduct from CONTRACTOR's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Basis of Deductions or provided by other provisions of CONTRACT, unless CONTRACTOR is required to re-perform and satisfactorily complete the work.
- iv. At its option, perform the work by COUNTY personnel or by other means. COUNTY will

reduce the amount of payment to CONTRACTOR, by the amount paid to any COUNTY personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the schedule will be used as the basis for the deduction.

D. Re-performance

- i. Re-performance by CONTRACTOR does not waive COUNTY'S right to terminate for nonperformance and all other remedies for default as may be provided by law.

E. Estimating the Price of Non-Performed or Unsatisfactory Work.

- i. In accordance with the "Consequences of CONTRACTOR'S Failure to Perform Required Services," deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Basis of Deductions, or on the basis of the actual cost to COUNTY, estimated methods may be used. Engineered Performance Standards (EPS) or other estimating sources may be utilized to estimate the cost of non-performed work or the costs that would be incurred in remedying unsatisfactory work.
- ii. COUNTY may estimate the cost using wage rate and fringe benefits included in the wage determinations included in this CONTRACT. COUNTY may estimate CONTRACTOR'S overhead and profit rates and estimates of material costs, if applicable.

F. Consequence of CONTRACTOR'S Ongoing Performance Deficiencies.

- i. COUNTY, at its option, may terminate a region from the CONTRACT for CONTRACTOR'S ongoing performance deficiencies at a specific location within that region. Notwithstanding the foregoing, COUNTY and CONTRACTOR shall meet and confer regarding pricing if the COUNTY exercises its option to terminate a region from the CONTRACT since CONTRACTOR has certain fixed costs that would not reduce, including, without limitation, vehicles and supervision.

8. SUPPLIES

CONTRACTOR shall:

- A. Be responsible to purchase, maintain, and supply dispensed consumable products and other supplies. Consumable products dispensed will be defined as soap, paper towels, toilet paper, hand sanitizers, toilet seat covers, trash can liners, urinal cakes, urinal screens, urinal splash guards, batteries, and carpet guards (Scotch Guard or equivalent).
- B. All products will be approved by COUNTY Contract Administrator prior to use.
- C. Roll paper will be of proper size to fit and dispense properly from existing roll paper towel dispensers.
- D. Tri-fold paper towels will be the maximum size to fit and dispense properly from existing facility dispensers properly.
- E. Toilet paper will be 2-ply in all areas. Toilet paper will be the maximum size that can fit and dispense

properly from existing dispensers.

- F. Standard toilet seat covers.
- G. Hand soap will be mildly scented and be of similar viscosity as the existing soap.
- I. Hospital grade disinfectant cleaner effective against a broad spectrum of bacteria and is viricidal to use on bodily fluid stains (i.e. blood, urine, feces, etc.)
- J. Other supplies to be provided by CONTRACTOR, including but not limited to: Hand soaps, Buffing Pads, Carpet Cleaners, Deodorizers, Disinfectants, Emulsifiers, Floor Cleaners, Glass Cleaners, Graffiti Removal Cleaners, Gum Removers, Large Trash Can Liners, Marble & Stone Cleaners, Metal Cleaners, Pathogen Neutralizers, Powdered Cleansers, Scrubbing Pads, Small Trash Can Liners, Soaps, Spot Removers, Stain Removers and Waxes.
- K. Batteries are to be replaced in all battery-operated dispensers to include, but not limited to towel and soap dispensers. Dispensers are to be checked daily to ensure proper operation.

9. EQUIPMENT

CONTRACTOR shall:

- A. Be responsible to provide, maintain, and have on hand an adequate supply of equipment necessary to perform janitorial service, including but not limited to: Brooms, Dust Mops, Dusters, Carpet Extractors, High Pressure Washers, Hoses, Ladders, Lifts, Mop Buckets, Mop Ringers, Mops, Pile Lifters, Rags, Scaffolding, Scouring Pads, Scrub Brushes, Sponges, Squeegees, HEPA Vacuums.
- B. Obtain prior approval from the designee for any space or area required for storage of the CONTRACTOR's equipment and materials.
- C. 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.
- D. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor.
- E. All products stored in secondary containers shall be properly labeled as to the contents. All vacuums used must be equipped with Hepa Filtration.
- F. 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.

10. SECURITY AND RESTRICTIONS

A. General Restrictions

- 1. Contractor's personnel will not disturb papers on desks, open drawers or cabinets, use radios, television sets, coffee pots, stoves or refrigerators, nor will they tamper with any personal or

county property. Telephones: Telephones will not be used by the Contractor or its employees for personal or business reasons with the following exceptions:

2. Notification to the COUNTY Contract Administrator of damage as required in this Contract.
3. To report need of medical aid, fire or need of law enforcement (9-911 number.) Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.

B. Keys and Access Badges

1. County will issue such keys and access badges as necessary for access to the work area. Contractor will assume full responsibility for theft or loss of said keys and will pay for re-keying all locks operated by these keys. Keys will not be duplicated. A charge of up to \$50,000 will be incurred to replace the effected locks/keys and/or badges. Since the Jail facilities have keys that are unique, losing a key may result in re-keying or changing locks of many facilities/doors. For this reason, re-keying or changing out the locks can be expenses for our jail facilities. A police report must be filed and provided to RSO.
2. Security of RSO 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 RSO.
3. Under no circumstances shall CONTRACTOR's employees admit anyone to areas controlled by a key or access card in their possession.

C. Security System

1. The work area may be protected by limited access security systems. An initial access code number or security access badge will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in Contractor's personnel or required substitution of Contracts will be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarm activations originating from the Contractor's operations or cause will also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

D. Facility Security

1. Contractor will keep all doors locked while working in the building. Keys will not be left in the doors, set down or otherwise left unattended. Contractor will not admit any person into the building who is not a direct employee of the Contractor and not actively engaged in performance of the work. This includes friends, family members, and children. Contractor may have restricted access to the designated buildings and designated parking area.
2. At no time will the Contractor or its employees enter other areas of the facility not

specifically included in this Contract for janitorial services. The Contractor will check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and reactivate the security system (if applicable) prior to leaving the facility.

E. Uniforms

1. CONTRACTOR shall ensure all staff are uniformed. Uniforms will consist of closed toe shoes, long pants and a long or short sleeve shirt, polo or button-up shirts embroidered with company name or another style approved by the Contract Administrator, as well as a County approved ID badge either on a clip to the shirt, or on a lanyard.
2. Contractor's staff shall wear uniforms that in some way identify the name of the company. Shorts may not be worn in the Facility. The Sheriff shall provide identification cards. The Department requires a security clearance of Contractor's employees who need access inside a jail facility. The security clearance will be completed by Sheriff's staff at no charge to the Contractor. Contractor's employees who have failed the security clearance shall not be permitted inside the county facility. It is the Contractor's responsibility to make their employees available to the Department for this security clearance investigation.

11. RECORDS AND INVOICE REQUIREMENT

CONTRACTOR shall:

- A. Make available upon request payroll records from a payroll company or certified payroll each month prior to or with monthly invoicing.
- ~~B.~~ At minimum, the invoice must include, but not limited to the following information: invoice #, location of service, contract ID, and indicate the month and period of service. Time sheet shall be included with the invoice. If the standard is to bill at the beginning of the month, time sheets shall be provided with the following month.
- C. The Department shall have the option to procure service 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.
- D. Safety Data Sheet (SDS) Records
 1. CONTRACTOR shall provide SDS records of all chemicals to be used at all Riverside Sheriff's Office in the performance of custodial services outlined in this Scope of Work. RSO Contract Administrator will approve all chemicals used.
 2. CONTRACTOR shall post copies of the SDS sheets in a conspicuous space in the custodial area as required by OSHA hazard communications standard 29 CFR 1910.1200.
 3. CONTRACTOR shall not change or modification of existing SDS will occur without prior authorization from COUNTY Contract Administrator throughout the term of the CONTRACT.

12. DEFINITION OF TERMS

- A. Biohazard: Biological substances that pose a threat to the health of living organisms, primarily that of humans. This can include medical waste, bodily fluids or samples of a microorganism, virus or toxin (from a biological source) that can affect human health.
- B. Buff: Remove all marks using floor machine equipment with polishing pad to maintain floor luster.
- C. Carpet Extraction: Shampoo carpeting using hot water extraction machine method.
- D. Clean: Remove all dirt, stains and marks with approved cleaner.
- E. Daily: Work to be performed each and every day of the week.
- F. Damp Mop: Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required.
- G. Damp Wipe: Remove surface dirt with damp cloth. Disinfect: To cleanse in order to destroy disease and germs. Disinfectant: A germicidal cleaner for germ control.
- H. Dust: Remove all loose dirt and debris. Specially treated cloths will be used.
- I. Machine Strip: Remove all surface dirt, stains, and wax with warm water, floor cleaner or germicidal disinfectant; dry with vacuum or mop.
- J. Mop: Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.
- K. One Day: 24 clock hours.
- L. Polish: Machine polish or rub with dry cloth.
- M. Refinish: Apply proper floor coating (wax on polish or sealer) and buff.
- N. Sanitize: To cleanse free from dirt and bacteria.
- O. Scrub: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.
- P. Strip: Remove all accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.
- Q. Sweep/Dust Mop: Remove all loose dirt and litter with dustless-type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.
- R. Vacuum: Remove all surface and embedded dirt, dust and debris using a vacuum cleaner.
- S. Wash: Remove all dirt, stains, and marks with approved cleaner; rinse and dry. Wax: Apply appropriate number of coats of approved floor finish.
- T. Hazardous Material: asbestos, PCP transformers, a hazardous substance or any pollutant or contaminant defined as such (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Super lien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulation, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material. Hazardous Material shall not include microorganisms or viruses, other than fungi or molds.

EXHIBIT B
LOCATIONS and SCHEDULES

Region	Location	Address	Mon	Tue	Wed	Thu	Fri	Total Wkly Hrs	SQ FT
HQ	Perris Station	137 N Perris Blvd., Suite A, Perris, CA 92570	9	9	9	9	9	45	47,845
HQ	Robert Presley Det. Ctr.	4000 Orange Street, Riverside, CA 92501	9	9	9	9	9	45	49,611
HQ	SEB	24312 Daytona Cove, Perris CA 92507		6		6		12	17,473
HQ	Coroner Perris	800 S. Redlands Ave, Perris, CA 92570	6	6	6	6	6	30	29,350
HQ	Central Dispatch	7194 Alessandro Blvd, Riverside, CA 92506	8	8	8	8	8	40	33,294
1	Hemet Aviation	43950 Acacia Avenue, Suite B Hemet, CA 92544	4		4		4	12	3,874
1	Cois Byrd Detention Ctr	30756 B Auld Road, Murrieta, CA 92563	2	2	2	2	2	10	7,302
1	Southwest Station	30755 A Auld Road, Murrieta, CA 92563	6	6	6	6	6	30	32,200
2	John Benoit Detention Cent	82675 Highway111, Indio, CA 92201	4	4	4	4	4	20	20,717
2	Coroner Indio	47225 Oasis Street, Indio, CA 92201	4	4	4	4	4	20	14,760
	Vendor Support and Supervision		8	8	8	8	8	40	
	Floor Care		8	8	8	8	8	40	
GRAND TOTAL								344	256,426

EXHIBIT C
PAYMENT PROVISIONS

The monthly cost includes labor, materials, supplies, and equipment listed under this contract. This pricing will remain from July 1, 2022 through June 30, 2023.

Region	Location	Address	Billing Rate	Monthly Service Cost (w/o)	Monthly Supply Cost	Monthly Cost	Yearly With Supplies
HQ	Perris Station	137 N Perris Blvd., Suite A, Perris, CA 92570	\$ 33.83	\$ 8,703.05	\$ 1,394.68	\$ 10,097.73	\$ 121,172.76
HQ	Robert Presley Det. Ctr.	4000 Orange Street, Riverside, CA 92501	\$ 33.84	\$ 8,749.98	\$ 1,446.16	\$ 10,196.14	\$ 122,353.68
HQ	SEB	24312 Daytona Cove, Perris CA 92507	\$ 33.19	\$ 5,796.19	\$ 855.55	\$ 6,651.74	\$ 79,820.88
HQ	Coroner Perris	800 S. Redlands Ave, Perris, CA 92570	\$ 34.18	\$ 7,511.24	\$ 970.52	\$ 8,481.76	\$ 101,781.12
HQ	Central Dispatch	7194 Alessandro Blvd, Riverside, CA 92506	\$ 33.89	\$ 2,396.62	\$ 509.34	\$ 2,905.96	\$ 34,871.52
				\$ 33,157.08	\$ 5,176.25	\$ 38,333.33	\$ 459,999.96
1	Hemet Aviation	43950 Acacia Avenue, Suite B Hemet, CA 92544	\$ 32.93	\$ 2,035.24	\$ 112.93	\$ 2,148.17	\$ 25,778.04
1	Cois Byrd Detention Ctr	30756 B Auld Road, Murrieta, CA 92563	\$ 33.03	\$ 1,804.29	\$ 212.85	\$ 2,017.14	\$ 24,205.68
1	Southwest Station	30755 A Auld Road, Murrieta, CA 92563	\$ 34.19	\$ 5,871.92	\$ 938.63	\$ 6,810.55	\$ 81,726.60
				\$ 9,711.45	\$ 1,264.41	\$ 10,975.86	\$ 131,710.32
2	John Benoit Detention Center	82675 Highway 111, Indio, CA 92201	\$ 33.92	\$ 3,863.78	\$ 603.90	\$ 4,467.68	\$ 53,612.16
2	Coroner Indio	47225 Oasis Street, Indio, CA 92201	\$ 33.88	\$ 3,705.48	\$ 430.25	\$ 4,135.73	\$ 49,628.76
				\$ 7,569.26	\$ 1,034.15	\$ 8,603.41	\$ 103,240.92
	Vendor Support and Supervision						
	Floor Care						
GRAND TOTAL				\$ 50,437.79	\$ 7,474.81	\$ 57,912.60	\$ 694,951.20

EXHIBIT D**PRODUCT INFORMATION**

The list below represents consumable products used by Sheriff's facilities. Each location may have a few items that deviate from this standard list, and an itemized list by location will be provided during the initial kick off meeting. The list is also meant to illustrate the brand of products the Department uses, and they would prefer to have similar to or equal to products should they choose to contract with supplies as part of the service.

Product Description	Waxie Part Number	Usage Information
19375 Compact Coreless Hi-Cap 2-Ply Bath Tissue	850955	Restrooms
65-135 Earth First 1-Ply Bath Tissue	851103	Modular Restrooms
04460 Scott 2-Ply Standard Roll Bathroom Tissue	851191	Restrooms
89460 Enmotion 10in. White Touchless Roll Towel	850560	Restrooms/ Breakrooms
RB8002 Tork Universal Roll Towel White	856260	Restrooms/ Breakrooms
89440 Enmotion 8in. Brown Roll Towel	850539	Restrooms/ Breakrooms
20887 Pacific Blue Ultra Bigfold Towel White	850410	Restrooms/ Breakrooms
01000 Scott High Capacity Roll Towel White	850864	Restrooms/ Breakrooms
26490 Pacific Blue Ultra White Roll Towel	855104	Restrooms/ Breakrooms
Waxie 041 Toilet Seat Covers	851530	Restrooms/ Breakrooms
Gojo Green Certified Foam Hand Cleaner	388846	Restrooms/ Breakrooms
Waxie Green Certified Counter Mount Foam Handwash	387405	Restrooms/ Breakrooms
Provon Foaming Antimicrobial Handwash	389148	Restrooms/ Breakrooms
Provon 1941-02 Clear & Mild Foam Handwash	389219	Restrooms/ Breakrooms
Dial Complete Antimicrobial Foam Soap	389498	Restrooms/ Breakrooms
Gojo 9128 Pink & Klean Hand Soap	380137	Restrooms/ Breakrooms
Antibacterial Pink Lotion Hand Soap	382010	Restrooms/ Breakrooms
Elegante Foam Hand Soap GL	380204	Restrooms/ Breakrooms
Gojo Shower Up Soap & Shampoo	380319	Shower Dispensers
Purell 1905-02 Advanced Foam Hand Sanitizer	381818	Lobby, offices, Stations
2156-08 Purell Spacesaver Hand Sanitizer	381662	Lobby, offices, Stations
Gel Hand Sanitizer 32oz Pump Bottles	389842	Modular Classrooms
Waxie Wave 3D Urinal Deodorant Screen Citrus	161366	Men's Urinal's
Waxie Wave 3D Urinal Deodorant Screen Fabulous	161367	Men's Urinal's
Waxie Wave 3D Urinal Deodorant Screen Mint	161363	Men's Urinal's
Waxie Flat Green Urinal Screen Fresh Apple	160221	Men's Urinal's
Waxie Urinal Mat Orchard Zing Gray	233300	Floor Men's Urinal's
Waxie 40X48 18mic Natural Roll Trash Liners	704541	Trash Cans
Waxie 33X40 16mic Natural Roll Trash Liners	704534	Trash Cans

Waxie 30X37 13mic Natural Roll Trash Liners	709481	Trash Cans
Waxie 24X33 8mic Natural Roll Trash Liners	704515	Trash Cans
Waxed Kraft Liners for wall Units	820765	Women's Restrooms
Duracell Procell D-Cell Alkaline Batteries	791218	Dispensers
Duracell Procell C-Cell Alkaline Batteries	791219	Dispensers