



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 15.6**  
(ID # 19716)

**MEETING DATE:**  
Tuesday, August 30, 2022

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratify and Approve the Services Agreement with Josue Lopez, a sole proprietor, to provide Commercial Janitorial Services Without Seeking Competitive Bids effective January 29, 2022 through January 28, 2023 with the option to renew for one-year, All Districts. [Total Cost \$2,764,217 up to \$276,422 in additional compensation 100% Hospital Enterprise Fund – 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Services Agreement with Josue Lopez, a sole proprietor for Commercial Janitorial Services without seeking competitive bids for an amount of \$2,764,217 from January 29, 2022 through January 28, 2023 with the option to renew for one-year; and authorize the Chairperson of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that make modifications to the scope of services that stay within the intent of the Agreement and sign amendments that make modifications to the compensation provisions that do not exceed the sum total ten percent (10%) of the total contract amount.

**ACTION:Policy**

  
 Jennifer Cruikshank, Chief Executive Officer – Health System 8/15/2022

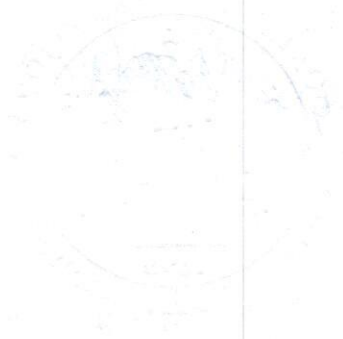
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**MINUTES OF THE GOVERNING BOARD**

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: August 30, 2022  
 xc: RUHS

Kecia R. Harper  
 Clerk of the Board  
 By:   
 Deputy



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,151,757	\$ 1,612,460	\$ 2,764,217	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Fund-40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> FY21/22 & FY22/23	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The requested Board action will ratify and approve the Services Agreement with Josue Lopez, a sole proprietor (also using the name Xtreme Commercial Cleaning & Waterproofing, "XCCW") for commercial janitorial services for the common and clinical areas of Riverside University Health System (RUHS) main hospital building. RUHS-MC has continued to experience a spike in COVID-19 cases at alarming levels since December 2020. In early January 2022, RUHS-MC experienced an increase in patient census due to the COVID-19 omicron variant. This surge resulted in over 150 additional patients daily seeking medical attention. The common areas of the hospital had to be modified in order to house the overflow of patients waiting to be seen in Emergency Room or be admitted.

The omicron surge also created an operational challenge for the Environmental Services (EVS) Department. EVS continues to experience critical staff shortages which has resulted in its inability to provide critical janitorial services for both common and clinical areas. EVS required temporary commercial janitorial staff needed to fill-in for the thirty (30) vacant EVS position. Janitorial cleaning services are a critical component for regulatory requirements and most importantly, mandatory for RUHS to provide a safe patient care environment and reduce potential exposures. To address this critical service need, an Emergency Procurement request was submitted by the EVS department to the Purchasing Department. The Purchasing Department issued Sole Source Justification (SSJ) control number 22-064 for this emergency procurement for Josue Lopez, to approve RUHS to obtain the necessary staffing to ensure there were no delays in cleaning and disinfecting waiting rooms, patient rooms, clinics, offices, conference rooms, public and private restrooms, floors, Computed Tomography, Radiology, and confidential trash removal. The daily cleaning and sanitation services ensured EVS maintained hospital operations and enhanced the safety for patients and staff.

A sourcing event is currently in the process to procure commercial janitorial services.

**Impact on Residents and Businesses**

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

**Additional Fiscal Information**

Funds for this contract have been allocated in the FY21/22 and FY22/23 budget. Budget adjustments are not necessary.



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**Contract History and Price Reasonableness**

The requested services were initiated as a result of the COVID-19 pandemic. The COVID-19 surge in January 2022 caused an imminent need for commercial janitorial services. Josue Lopez was previously engaged by RUHS to provide the necessary staffing for commercial janitorial services during the COVID-19 surge from December 14, 2020 through April 30, 2021. On November 9, 2021 the Board approved and ratified Item 15.1 to issue a purchase order to Josue Lopez (also known as Xtreme Commercial Cleaning & Waterproofing, "XCCW"). XCCW's immediate response to RUHS-MC needs were sought out once again during the most recent COVID-19 surge in January 2022.

RUHS-MC reached out to the County of Riverside Emergency Operations department the following vendors: Octoclean, XCCW and Rightsourcing Inc. for temporary staffing. Due to market constraints and vendor staffing shortages brought by the pandemic, the referenced companies with the exception of XCCW were unable to provide the required personnel. The EVS department issued an Emergency Justification Form, 22-064, to obtain the necessary staffing to ensure there were no delays in cleaning and disinfecting waiting rooms, patient rooms, clinics, offices, conference rooms, public and private restrooms, floors, Computed Tomography, Radiology, and confidential trash removal. The daily cleaning and sanitation services ensured EVS maintained hospital operations and enhanced the safety for patients and staff.

XCCW's services were retained after exhausting previous outreach efforts to other vendors. Their selection was based on the following factors:

- **Expedited Mobilization** – XCCW was able to provide personnel and supplies upon request
- **Healthcare Experience** – XCCW is experienced in working in a healthcare setting and understands the standard of care and performance required to meet and exceed infection control requirements
- **Staffing Capabilities** – XCCW had available staffing to meet RUHS's needs for supplemental EVS services. The personnel are highly trained, certified and were ready for immediate deployment to the hospital
- **Performance Requirements** – XCCW met the hospitals essential performance requirements and helped RUHS to provide the best operational response to address this critical need

The vendor is able to expeditiously provide the temporary commercial janitorial staff needed to fill-in for the thirty (30) vacant EVS positions. This will ensure that the EVS department can remain compliant with health and safety requirements.

**ATTACHMENTS:**

Attachment A: Josue Lopez("XCCW") Services Agreement  
Emergency Justification 22-064  
SSJ 22-064



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Suzanna Hickey, Assistant Director of Purchasing and Fleet Service

8/16/2022



Jacqueline Ruiz, Sr. Management Analyst

8/23/2022

**COUNTY OF RIVERSIDE  
AND  
JOSUE LOPEZ  
SERVICES AGREEMENT**

This SERVICES AGREEMENT ("Agreement") is entered into this 29th day of January, 2022, by and between JOSUE LOPEZ, a sole proprietor (also using "Xtreme Commercial Cleaning and Waterproofing/XCCW") located at 37308 29<sup>th</sup> Place E., Palmdale, CA 93550, (hereinafter referred to as "Service Provider") and COUNTY OF RIVERSIDE, a political subdivision of the state of California, on behalf of its Riverside University Health System, located at 26520 Cactus Ave., Moreno Valley, CA 92555, (hereinafter referred to as "RUHS"), and each a Party and collectively hereinafter may be referred to as the "Parties".

WHEREAS, RUHS requires professional janitorial services for the facilities identified herein; and

WHEREAS, Service Provider is qualified and capable to perform certain professional janitorial services for RUHS, as an independent contractor as set forth in this Agreement.

NOW THEREFORE, in consideration of the recitals herein above, which are hereby incorporated into this Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, RUHS and the Service Provider further agree as follows:

- 1. Professional Janitorial Services.** Pursuant to Estimate # 422, Service Provider agrees to perform the following professional janitorial services (the "Services") in a timely, expeditious and professional manner: In accordance with all applicable provisions of the Service Provider's proposal ("Estimate #422") for Professional Janitorial Services dated January 9, 2022, attached hereto as "**Exhibit A**" and incorporated herein by this reference. In the event of any conflicts between the Agreement and any of the terms of the attached exhibits, the terms of this Agreement shall control and prevail. Service Provider represents and acknowledges that the Services performed under this Agreement will be performed employing its own personnel and/or at Service Provider's sole discretion, reserves the right to engage contractors and sub-contractors to perform services under this Agreement, and at such hours and times as determined by the Service Provider. Service Provider is engaged in providing these types of services for persons or entities other than RUHS and Riverside County, and the Service Provider is not required to provide services exclusively to the RUHS and/or Riverside County during the term of this Agreement
- 2. Compensation.** For satisfactory performance of the Services hereunder, RUHS shall pay Service Provider for the performance of the services detailed in this Agreement, Two Hundred Thirty Thousand Three Hundred Fifty-One Dollars and Forty-Four Cents (\$230,351.44) monthly. Services provided and for a period of twelve (12) months. The Maximum Reimbursable Amount authorized under this Agreement is Two Million Seven Hundred Sixty-Four and Two Hundred Seventeen Dollars and Twenty-Eight Cents (\$2,764,217.28), for the total potential twelve month period. THIS AGREEMENT AND THE ATTACHED ESTIMATE (EXHIBIT A) DOES NOT COVER AND/OR INCLUDE HOLIDAY AND/OR OVERTIME PAY. IF RUHS REQUIRES SERVICES DURING RECOGNIZED FEDERAL



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AND/OR STATE HOLIDAYS, THEN SERVICE PROVIDER WILL BILLRUHS ADDITIONALLY FOR THE HOLIDAY AND/OR OVERTIME PAY INCURRED. All payments under this Agreement shall be to the trade or business name of the Service Provider. No payments will be personally made to an individual under this Agreement.

**a. Invoices.** The Service Provider will submit invoices on a monthly basis, which will describe the Services performed and expenses incurred pursuant to this Agreement. Invoices will be reviewed by RUHS Authorized Representative, who will submit them for payment upon approval; which said approval shall not be unreasonably withheld. Invoices shall provide detail of Service Provider's performance of Services. Payment of the initial invoice is due within ten (10) business days of the execution of this Agreement and all future payments shall be paid within thirty (30) calendar days of receipt thereof.

**b. Fund Availability / Appropriation.** RUHS hereby states that funding is authorized and approved for the purposes stated herein. In the event that funding, or any part thereof, becomes unavailable as determined by RUHS and/or Riverside County, then RUHS shall provide Service Provider thirty (30) days advance written notice of the termination of this Agreement or RUHS may amend it accordingly.

**c. Late Payments.** RUHS expressly agrees that Invoices outstanding for more than thirty (30) days are subject to a 1.5% per month late payment fee, (the "Late Payment Fee"), which shall be immediately incurred by RUHS and RUHS shall pay the Late Payment Amount to Service Provider within ten (10) days of the original due date of such invoice. The imposition of the Late Payment Fee shall be in addition to any other rights and remedies of Service Provider under this Agreement.

**3. Term.** The term of this Agreement shall be for a period of twelve (12) months, with the commencing on 29th day of January, 2022 and ending on 28th day January, 2023 with the option to renew agreement for an additional twelve (12) months. The Agreement shall terminate upon the final completion of Services performed by the Service Provider or through the termination provisions provided herein.

**4. Termination.** Service Provider may terminate this Agreement at any time by giving the RUHS written notice of not less than ten (10) days, as a result of any delay in payment hereunder. Either Party may terminate this Agreement without cause upon 30 days written notice. In the event of termination, payments will be made to Service Provider for all work performed up to the date of termination.

**5. Relationship.** The parties understand and agree that Service Provider is an independent contractor and that Service Provider is not an employee, agent or servant of RUHS or Riverside County, nor is Service Provider entitled to RUHS employment benefits. SERVICE PROVIDER UNDERSTANDS AND AGREES THAT SERVICE PROVIDER IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT SERVICE PROVIDER IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED





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PURSUANT TO THIS AGREEMENT. As an independent contractor, Service Provider agrees as follows:

a. Service Provider does not have the authority to act for RUHS or Riverside County, or to bind RUHS or Riverside County in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RUHS or Riverside County; and

b. Service Provider has and hereby retains control of and supervision over the performance of Service Provider's obligations hereunder and control over any persons employed or contracted by Service Provider for performing the Services hereunder; and

c. RUHS will provide training and/or instruction to Service Provider and its employees, contractors or sub-contractors, regarding the performance of Services hereunder; and

d. For the avoidance of any doubt, RUHS is not an employer of Service Provider's employees, contractors, or subcontractors, (inclusively referred to as "Service Provider Staff" for this subsection 5.d only) and is not responsible for covering or reimbursing any benefits payable to Service Provider's Staff, including but not limited to California Supplemental Paid Sick Leave for COVID-19 reasons; and

e. Neither Service Provider, nor its employees or Service Provider's contractors or sub-contractors, will receive benefits of any kind from RUHS or Riverside County. Service Provider represents that it is engaged in providing similar services to the general public and not required to work exclusively for RUHS or Riverside County; and

f. All Services are to be performed solely at the risk of the Service Provider and Service Provider shall take all precautions necessary for the proper performance thereof; and

**6. Change in the Work.** RUHS may order changes in the work and services detailed in this Agreement, consisting of additions, deletions, or modifications. All changes shall be authorized by a written Change Order designating the work to be added, changed, or deleted, the increase or decrease in costs, and any change in time for completion of the project. Service Provider and RUHS, or its duly authorized agents, shall mutually agree and sign all such Change Orders, if any.

Unless otherwise agreed, the cost for such changes, if any, for a change in work to be performed by Service Provider, shall be determined by mutual written agreement signed by both Parties and paid according to the terms hereunder or by the terms of the Change Order.

**7. Service Provider Responsibilities.** In addition to all other obligations contained herein, Service Provider agrees:

a. To Provide RUHS Laborer Personnel, quality to professionally and timely perform the Services under RUHS personnel proper training and instructions, including all safety trainings, supplying all personnel PPE, uniforms, Covid-19 proper trainings and





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all emergency codes training.

b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with professional workmanship and service standards for janitorial type services; and

c. To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder.

d. To require its contractors and sub-contractors to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder, including maintenance of standard Workers' Compensation as required by law in the State of California.

**8. Work Quality.** The Service Provider warrants to the RUHS that all services provided will be of good quality, in conformance with the best practices and standards of the profession and in conformance with this Agreement.

**9. Work Product.** Any data, reports, drawings or other things or information provided by RUHS to the Service Provider during the performance of services under this Agreement shall at all times be and remain the sole property of the RUHS. The Service Provider shall return to RUHS any and all such data, reports, drawings or other things or information, if any, by the completion date and before full payment of the compensation herein.

**a. Indemnification and Insurance.** Service Provider shall indemnify and hold harmless 10. Indemnification: 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. 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:**





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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 not of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit 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 are 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:**

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 exceed \$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 a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation,





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expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. 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.

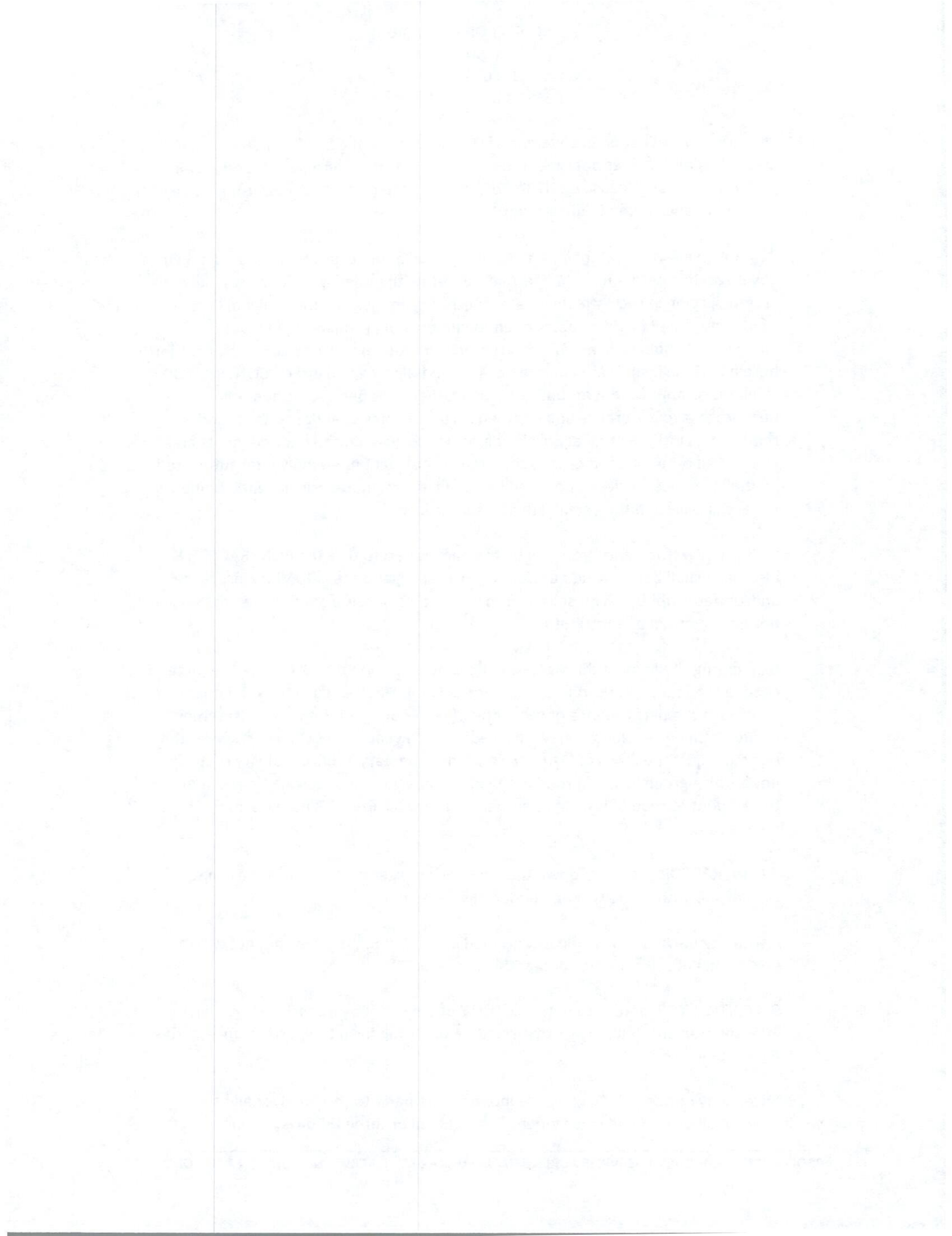
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9. 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.

**10. Notices.** Any notice to be given hereunder by one party to the other, shall be in writing and shall be deemed given when sent by Email or three (3) days after mailing by





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United States Mail, postage pre-paid.

**a. Notices to the RUHS shall be addressed to:**

RUHS Authorized Hospital Representative  
**Riverside University Health System (RUHS)**  
26520 Cactus Ave., Moreno Valley, CA 92555

**b. Notices to the Service Provider shall be addressed to:**

Josue Lopez, CEO  
**Xtreme Commercial Cleaning & Waterproofing (XCCW)**  
37308 29<sup>th</sup> Place East, Palmdale, California 93550  
Direct (661) 339-4200  
Email: jloxccw@gmail.com  
  
CA License No.1060418

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

**11.Third Parties.** This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the RUHS or Service Provider because of any term contained in this Agreement.

**12. Assignment.** This Agreement is for personal services predicated upon Service Provider's special abilities or knowledge, and Service Provider shall not assign this Agreement in whole or in part without prior written consent of the County.

**13.Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

**14.Modification.** This Agreement may only be modified or amended by a written instrument executed by the undersigned parties hereto.

**15.Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

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**16. Enforcement and Waiver.** The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

**17. Nonexclusive Nature.** This Agreement does not grant Service Provider an exclusive privilege or right to supply services to RUHS. RUHS makes no representations or warranties as to future procurement of Services hereunder.

**18. Interpretation, Jurisdiction and Venue.** The validity, interpretation and effect of this Agreement shall be determined under California law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts in Riverside County, California. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

**19. Attorneys' Fees and Costs.** The Parties agree to each bear their own costs and fees in the review and consideration of this Agreement. However, if either party brings an action to enforce their rights under this Agreement, the prevailing party may recover, from the losing party, its expenses (including reasonable attorneys' fees and costs) incurred in connection with such action and any appeal.

**20. Dispute.** The parties shall attempt to resolve any disputes amicably at the working level. Any dispute relating to this Agreement, which is not resolved by the parties, shall be referred to 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 Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. 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.

**21. Effective Date.** The effective date of this Agreement shall be the date first written above regardless of the date when the Agreement is actually signed by the parties.

**22. Counterparts.** The Parties agree that this Agreement may be executed in counterparts and will become effective, subject to exchange of signature pages and subject to the Agreements set forth above.

**23. Electronic Signatures.** 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 Agreement 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 Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same



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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.

**24. 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.

**25. COVID-19:**

Neither party shall be held liable or responsible to the other party nor deemed to have defaulted under breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, included but not limited to COVID-19. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of COVID-19

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this AGREEMENT as of the date last written below.

**JOSUE LOPEZ**, a sole proprietor,  
California Contractor License # 1060418  
(using name "Xtreme Commercial  
Cleaning & Waterproofing (XCCW)");  
located at 37308 29th Place East,  
Palmdale, California 93550

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California,  
on behalf of its Riverside University  
Health System

**By:**

Josue Lopez

**Name:** Josue Lopez

**Title:** Self

**Date:**

**By:**

**Name:** Jeffrey Hewitt

**Title:** Chair, Board of Supervisors

**Date:** AUG 30 2022

ATTEST:

KECIA R. HARPER, Clerk

By: *[Signature]*  
DEPUTY

APPROVAL AS TO FORM  
County Counsel, County of  
Riverside

**By:** Esen Sainz

**Esen Sainz**

**Deputy County Counsel**





Signature: Josue E Lopez  
Josue E Lopez (Jun 8, 2022 12:48 PDT)

Email: jloxccw@gmail.com

Signature: En Sainz

Email: esainz@rivco.org



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**EXHIBIT A - PROFESSIONAL JANITORIAL SERVICES PROPOSAL**

Estimate

XCCW  
Proudly Serving Southern & Central California  
318 326-1605 - 661 339-4200 - 600 977-685  
Cal. Contractor Lic. # 1050418

\_\_\_\_\_  
Name/Address  
Riverside University Health System  
26520 Cactus Ave  
Moreno Valley, CA 92555  
Mr. Marvin Grznados

Date	Estimate No.	Project
01/09/22	422	

Item	Description	Quantity	Cost	Total
26520 Cactus Ave.	<p>Professional Janitorial Service Proposal: Monthly Service For A Length Of 12 Month Service, with option to renew for 12 Month Service Amount. As Showing In Total Cost Are Based Per Month At Regular Hourly Rate:</p> <p>Xtreme Commercial Cleaning Has The Honor To Provide A Cleaning Service Proposal For Riverside University Health System At The Building Address As Shown Above:</p> <p>As per RUHS request XCCW (Xtreme Commercial Cleaning &amp; Waterproofing ) will provide a total of 22 workers or 880 hours per week at their EVS department service needs.</p> <p>RATE COSTS BREAKDOWN AGREEMENT:</p> <p>1.) Hourly Rate \$60.18 2.) Overtime Rate \$90.27 3.) Applicable Holiday Rates \$120.36</p>	1	230,351.44	230,351.44
Customer PO Or Signature _____			Total 230,351.44	









# Service Agreement Josue Lopez and RUHS Prof Janitorial Services 06.07.22

Final Audit Report

2022-06-10

Created:	2022-06-08
By:	Anna Marie Johnson-Earls (a.johnsonear@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArCIBo5Dr_iUPHScJxpKyNVO-J_CaKRS_

## "Service Agreement Josue Lopez and RUHS Prof Janitorial Services 06.07.22" History

-  Document created by Anna Marie Johnson-Earls (a.johnsonear@ruhealth.org)  
2022-06-08 - 7:08:45 PM GMT- IP address: 158.61.0.90
-  Document emailed to Josue E Lopez (jloxccw@gmail.com) for signature  
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-  Agreement completed.  
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23-009 MCARC



Date: June 23, 2022

From: Jennifer Cruikshank, Chief Executive Officer

To: Board of Supervisors/Purchasing Agent

Via: Wilfredo Melendez; (951) 486-5480; w.melendez@ruhealth.org

Subject: Sole or Single Source Procurement; Request for Commercial Janitorial Services

The below information is provided in support of my department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** Single Source Procurement; Request for Xtreme Commercial Cleaning & Waterproofing dba XCCW
2. **Vendor ID:** 241010
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*
  - Yes**                                       **No**
  - SSJ# MCARC 22-064
- 4a. **Was the request approved for a different project?**
  - Yes**                                       **No**

**5. Supply/Service being requested:**  
 Riverside University Health System (RUHS-MC) continues to experience high patient census due to the COVID-19 variant and requires healthcare commercial janitorial services. Healthcare commercial janitorial services unlike the standard commercial service specializes in removing and preventing harmful foreign contaminants from being present in healthcare facilities to maintain a sterile, safe environment. Typically, these services are covered by RUHS-MC Environmental Services Department (EVS); however, since the onset of the Covid-19 pandemic EVS has and continue to experience critical staff shortages. With the easy transmission of the Covid-19 variant and others, this service RUHS-MC request is vital to patient care and protecting hospital workers and the community at large from potentially being exposed to highly

contagious viruses. The vendor's janitorial staff will clean, sanitize, and maintain common areas of RUHS-MC main hospital building including waiting rooms, patient rooms, clinics, offices, conference rooms, public and private restrooms, floors, computerized tomography (CT), Radiology, and confidential trash removal.

**6. Unique features of the supply/service being requested from this supplier.**

Unfortunately, since the onset of the Covid-19 pandemic there's been a shortage of healthcare workers to include those who provide janitorial services. The direct impact to RUHS-MC EVS has been a workforce shortage leaving thirty (30) open EVS housekeeping positions.

XCCW has experience in providing commercial janitorial services for healthcare facilities and can meet Center for Disease Control (CDC) cleaning standards for the Covid-19 pandemic. Additionally, XCCW possess the following:

- Expedited Mobilization: Able to expeditiously provide twenty-two (22) commercial janitorial staff and supplies upon request.
- Healthcare Experience: Experienced in working in a healthcare setting and understands the standard of care and performance required to meet and exceed infection control requirements.
- Staffing Capabilities: Able to provide immediate staffing to meet RUHS's needs for supplemental EVS services. Their personnel are highly trained, certified, and ready for immediate deployment to the hospital.
- Performance Requirements: Meets the hospitals essential performance requirements and can help provide the best operational response to address critical needs.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

In January 2022 RUHS-MC experienced a surge in patient census due to the omicron variant. XCCW was the vendor selected (Purchasing Emergency Approved SSJ# 22-064) to provide the critical commercial janitorial services needed at that time. This vendor was selected due to being the only vendor able to provide a large necessary commercial janitorial staff needed to ensure compliance with health and safety standards. Today, RUHS-MC continues to experience an increase in patient census and the EVS department still have critical staff shortages. With the easy transmission of Covid and Omicron variants, daily cleaning and sanitation services are vital to ensuring EVS maintains hospital operations and safety for patients and staff. RUHS-MC seeks approval of a single source to allow continuity of healthcare operations while preparing a bid solicitation to seek competition for this service in the interim of EVS recruitment activities.

**8. Period of Performance:** From: January 29, 2022, to January 28, 2023  
(total number of years)

Is this an annually renewable contract?  No  Yes

Is this a fixed-term agreement:  No  Yes

*(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)*





9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)


Description:	FY 21/22	FY 22/23	Total Cost
Costs:			
Annual	\$1,151,757.20	\$ 1,612,460.08	\$2,764,217.28

Note: Insert additional rows as needed

10. **Price Reasonableness:** (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

While the vendor is unable to extend a discount, it's been determined they are the only vendor with a big enough staff who's highly trained and certified to provide healthcare commercial janitorial services for a large medical facility such as RUHS-MC. These services will help EVS maintains hospital operations and safety for patients and staff.

11. **Projected Board of Supervisor Date (if applicable):** \_\_\_\_\_  
 (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

 Jennifer Cruikshank Jun 29, 2022  
 Department Head Signature Print Name Date  
 (Or designee)

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 The section below is to be completed by the Purchasing Agent or designee.  
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Purchasing Department Comments:

Approve  Approve with Condition/s  Disapprove

Condition/s:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amount \$2,764,217.28 / per fiscal year through January 28, 2023\_(date) (If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

 S. Hinckley  
Purchasing Agent  
ASA DOR

7/7/22  
Date

23-009  
Approval Number  
(Reference on Purchasing Documents)

## EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.

If more space is needed, please attach additional page(s).

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Emergency procurement shall be defined as a sudden and/or unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss of impairment of life, health, property, or essential public services. (Please attach itemized quote or invoice if available).

Agency/Department: **Riverside University Health System – Medical Center**

Total Dollar Amount: **\$921,405.76**

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Vendor Name: **XCCW Xtreme Commercial Cleaning and Waterproofing**

Vendor #: **000241010**

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Date of Incident: **1/20/2022**

Location of Incident: **Riverside University Health System – Medical Center**

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1. State the goods, services, or equipment which will mitigate the emergency situation: XCCW will provide desperately needed janitorial staff to clean hospital, clinic, and specialty areas.
  
2. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation: The extreme COVID surge in the community has increased the hospital patient census by over 150 patients a day. Along with the added patient census the COVID has created extreme staffing shortages in the hospital Environment Services Department. The shortage is causing delays in the cleaning and disinfection of patient rooms, CT, MRI, restrooms, and public spaces, creating a delay in admitting critically ill patients or providing timely diagnostic testing.
  
3. State the financial or operational damage/risk that will occur if needs are not satisfied immediately: If a staffing augmentation is not realized immediately it will cause significant delays in patient admissions, delays in patient procedures, and create an unsanitary environment.

## EMERGENCY JUSTIFICATION

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If more space is needed, please attach additional page(s).

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4. State why the needs were not or could not be anticipated, so that the goods/services could have been purchased following standard procedures: The COVID surge happened quickly and was greater than anticipated. No one could have predicted the number of employees that would be out sick. RUHS has been trying to hire to the EVS positions with very little luck due to the pandemic and people not wanting to work in hospital.

5. State the reason and process used for selecting the vendor (Attach all quotes/proposals received, if applicable): We have reached out to Rightsourcing, ProLink, and XCCW Xtreme. XCCW Xtreme was the only company that could provide the amount of people and service that is required. XCCW Xtreme was able to help us during the last large surge in early 2021.





## EMERGENCY JUSTIFICATION

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If more space is needed, please attach additional page(s).

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### ATTACHMENT A

#### LIST OF CENTRAL PURCHASING STAFF WHO CAN VERBALLY APPROVE EMERGENCY PURCHASES

Please attempt to contact via the chain of command below:

Contact	Title	Email	Telephone
Suzanna Hinckley	Asst. Director, Purchasing & Fleet Services	<a href="mailto:shinckley@rivco.org">shinckley@rivco.org</a>	Office: (951) 955-4935 Cell: (951) 204-2695
Vanessa Manuel	Purchasing Manager	<a href="mailto:vmanuel@rivco.org">vmanuel@rivco.org</a>	Office: (951) 955-9675 Cell: (951-901-5751