

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



ITEM: 3.40  
(ID # 20847)

**MEETING DATE:**

Tuesday, January 24, 2023


**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve DPSS-0004701 Agreement with Commercial Building Management Inc. for Custodial Services for five (5) fiscal years, effective upon execution through June 30, 2027; All Districts. [Total Cost \$829,300; up to \$248,790 in additional compensation; Funding: Federal 34%; General Fund 66%]

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

1. Approve DPSS-0004701 Agreement with Commercial Building Management Inc. for Custodial Services for a total amount of \$829,300 for a period of five (5) fiscal years, effective upon execution through June 30, 2027; and authorize the Chair 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: a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of thirty percent (30%) of the total annual cost of the agreement.

**ACTION:Policy**

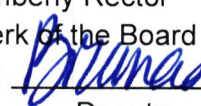
  
Sayori Baldwin, Assst. CEO-Human Services 12/21/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: January 24, 2023  
xc: DPSS

Kimberly Rector  
Clerk of the Board  
By:   
Deputy

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

<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>	\$165,860	\$165,860	\$829,300	\$0
<b>NET COUNTY COST</b>	\$109,468	\$109,468	\$547,338	\$0
<b>SOURCE OF FUNDS:</b> Federal 34%; General Fund 66%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 22/23 – 26/27	

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

**BACKGROUND:**

**Summary**

The Department of Public Social Services (DPSS) is charged with providing services that protect, empower, and serve the most vulnerable populations in Riverside County. In doing so, it is the department's responsibility to provide these services in a safe, sanitary and suitable environment, while adhering to CDC guidelines for COVID-19 cleaning in non-county owned facilities and locations. With offices reopening for in-person services, DPSS has identified an increased need for custodial services to maintain a healthy and clean work environment to optimize operating expenses, improve work efficiencies and enhance customer services. DPSS desires to enter into an agreement to provide critical custodial services at DPSS non-county owned commercial and residential sites as needed to maintain sanitary conditions for its employees, staff, clients and visitors.

The awarded services are to be rendered two (2) times a day for three (3) hours each interval, seven (7) days a week, including holidays, and shall be performed with professionalism and excellent quality.

Riverside County Facilities Management will continue to provide custodial services to County owned facilities currently served.

**Impact on Residents and Businesses**

The custodial services provided by CBM are critical to ensure sanitary conditions for employees, community partners, clients and visitors.

**Additional Fiscal Information**

The total payments to CBM shall not exceed:

<b><i>FISCAL YEAR PERIOD</i></b>	<b><i>ANNUAL PAYMENT</i></b>
Upon execution through June 30, 2023	\$165,860
July 1, 2023 through June 30, 2024	\$165,860
July 1, 2024 through June 30, 2025	\$165,860
July 1, 2025 through June 30, 2026	\$165,860
July 1, 2026 through June 30, 2027	\$165,860
<b>Total</b>	<b>\$829,300</b>

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

**Contract History and Price Reasonableness**

DPSS piggybacked off of Facilities Management Professional Services Agreement # FMARC-91093-004-01/22 for Custodial Services through January 31, 2023. At Facilities Management's direction, DPSS subsequently conducted its own bid solicitation to ensure services would continue beyond this date.

On September 2, 2022, Riverside County Purchasing and Fleet Services on behalf of DPSS released a Request for Quotation (RFQ) DPARC RFQ #0609 for Custodial Services at DPSS commercial and residential sites. The bid closed on September 27, 2022, with three (3) responses received and evaluated. After a thorough evaluation process CBM was deemed the lowest, most responsive and responsible bidder on November 7, 2022.

**ATTACHMENTS:**

**Attachment A:**        Agreement DPSS-0004701 CBM Custodial Services

  
\_\_\_\_\_  
Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

12/22/2022

  
\_\_\_\_\_  
Brianita Lontajo, Principal Management Analyst

12/23/2022

**County of Riverside Department of Public Social Services  
Contracts Administration Unit  
4060 County Circle Drive  
Riverside, CA 92503**

**and**

**Commercial Building Management Services, Inc.  
Agreement for Custodial Services  
DPSS-0004701**



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### List of Attachments

- Attachment I – Scope of Work
  - o Exhibit A - Basic Level of Cleaning Standards
  - o Exhibit B - Quality Requirements
  - o Exhibit C - Custodial Supplies List
- Attachment II - Payment Provisions
- Attachment III – Assurance of Compliance
- Attachment IV – DPSS 2076A, DPSS 2076B & Instructions

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Commercial Building Management Services, Inc. (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

A. "Agreement" refers to the terms, conditions, schedules and attachments included herein.

B. "CONTRACTOR" refers to Commercial Building Management Services, Inc., including its employees, agents, representatives, subcontractors and suppliers.

C. "COUNTY" refers to the County of Riverside.

D. "DPSS" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.

2. OBJECTIVE/DESCRIPTION OF SERVICES

The objective of this project is to provide critical Custodial Services at COUNTY's Commercial and Residential sites as needed to maintain a healthy, clean, and sanitary work environment for its employees, residents and all who visit.

CONTRACTOR shall provide all services at the prices stated in Attachment II, Payment Provisions, and as outlined and specified in Attachment I, Scope of Services.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon execution ("Effective Date") and continue through June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Attachment II, "Payment Provisions." 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 Attachment II, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement, shall revert to COUNTY within thirty (30) calendar days of the expiration or termination. COUNTY reserves the right to purchase selective products and/or services from the prices listed in Attachment II on an annual basis.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

## 6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
  - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
  - (2) Transfer to COUNTY, and deliver in the manner directed by COUNTY, any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and 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 an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

## 7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement shall be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

## 8. TRANSITION PERIOD

CONTRACTOR recognizes the services under this Agreement are vital to COUNTY and must be continued without interruption and upon expiration COUNTY or another contractor may continue the services outlined herein. CONTRACTOR shall exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.

## 9. CONDUCT OF CONTRACTOR/CONFLICT OF INTEREST

- A. CONTRACTOR covenants 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. CONTRACTOR further covenants no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees

to inform COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

- B. CONTRACTOR shall not, under any circumstances which could be perceived as to influence the recipient in the conduct of their duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

10. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending County, State, and Federal audits are completed, whichever is later.
- C. Any authorized County, State or Federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.

11. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.



- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

12. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of, or in any way relating to, this Agreement, including but not limited to, property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

13. INSURANCE

- A. Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold 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, 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.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by COUNTY Risk Manager. If 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.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of COUNTY's Risk Manager, CONTRACTOR's carriers shall either 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.

- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by 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) calendar days written notice shall be given to COUNTY 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 COUNTY 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 coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until 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.
- E. CONTRACTOR shall have the right to meet the liability insurance requirements with the purchase of an Umbrella or Excess insurance policy. In all instances, the combination of primary and Umbrella or Excess liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. Such Umbrella or Excess coverage shall be following form to underlying coverage including all endorsements and additional insured requirements. This requirement shall also apply to any Umbrella or Excess liability policies.
- F. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- G. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by CONTRACTOR has become inadequate.
- H. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- I. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- J. 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.

14. **WORKER'S COMPENSATION**  
If CONTRACTOR has employees as defined by the State of California, 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 COUNTY.
  
15. **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 COUNTY as Additional Insured.
  
16. **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 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.
  
17. **INDEPENDENT CONTRACTOR**  
It is agreed CONTRACTOR is an independent contractor and no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.
  
18. **USE BY POLITICAL ENTITIES**  
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 entity in Riverside County, and to every political entity located in the State of California. It is understood other entities shall make purchases in their own name, make direct payment and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.
  
19. **LICENSES AND PERMITS**  
If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County or other regulatory authorities at the time the proposal is submitted to COUNTY and

throughout the term of this Agreement. CONTRACTOR warrants it has all necessary permits, approvals, certificates, waivers and exceptions necessary for performance of this Agreement.

20. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency; has not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction; violation of Federal or State anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated herein; and has not within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

21. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

22. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked;
- (3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record

Restrictions and Discrimination Based on Race and National Origin” and California Government Code § 12952.

23. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as “mandated reporters.” If CONTRACTOR is a “mandated reporter” in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a “mandated reporter”, CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

24. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all Federal and State statutes and regulations in the hiring of its employees.

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting or terminating practices on the basis of age, disability, genetic information, national origin, race/color, religion or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section “domestic partner” means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Department of Labor regulations (41 CFR Chapter 60).

E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation shall be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all Federal and State reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

## 25. LOBBYING

- A. CONTRACTOR shall ensure no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with such Federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants and contract under grants, loans and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

## 26. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

## 27. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
  - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
  - C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
  - D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.
28. SUPPLANTATION  
 CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.
29. ASSIGNMENT  
 CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.
30. 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.
31. GOVERNING LAW  
 This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.
32. DISPUTES
- A. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
  - B. 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.

33. ADMINISTRATIVE/CONTRACT LIAISON  
Each party shall designate a liaison who will be the primary point of contact regarding this Agreement.

34. NOTICES  
All notices, claims, correspondence or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:  
Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

Invoices and other financial documents:  
Department of Public Social Services  
C/O Accounts Payable  
10281 Kidd Street  
Riverside, CA 92503  
[OperatingServicesContractPayment@Rivco.org](mailto:OperatingServicesContractPayment@Rivco.org)

CONTRACTOR:  
Patrick Dawes, Chief Executive Officer  
Commercial Building Management, Inc.  
600 S. Grand Ave., Ste 111,  
Santa Ana, CA 92705  
CBManagement327@Gmail.com

CONTRACTOR "Remit To" address:  
Commercial Building Management, Inc.  
600 S. Grand Ave., Ste 111,  
Santa Ana, CA 92705

35. SIGNED IN COUNTERPARTS  
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

36. ELECTRONIC SIGNATURES  
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 the electronic signature(s) included herein 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. 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.



37. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1 of each fiscal year.

38. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

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**SIGNATURE PAGE**

Authorized Signature for Commercial Building Management Services, Inc.	Authorized Signature for COUNTY
Printed Name of Person Signing: Patrick Dawes <i>Patrick Dawes</i>	Printed Name of Person Signing: Kevin Jeffries <i>Kevin Jeffries</i>
Title: Chief Executive Officer	Title: Chairman, Board of Supervisors
Date Signed: Dec 20, 2022	Date Signed: Jan 26, 2023
	Approval as to form Minh C. Tran County Counsel By: <u><i>Katherine Wilkins</i></u> Katherine Wilkins Deputy County Counsel IV Date: <u>Dec 20, 2022</u>



ATTEST:  
KECIA R. HARPER, Clerk  
By: *Cindy Fernandez*  
DEPUTY

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**ATTACHMENT I**  
**Scope of Work**

**A. Objectives**

The objective of this Agreement is to establish cleaning procedures, cleaning material purchases, cleaning equipment purchases and cleaning services that occur inside and on the building site and grounds for DPSS' Commercial and Residential sites as needed. This Agreement covers the following:

- 1) Cleaning strategies for:
  - a. Personal rooms and joint use area cleaning
  - b. Hard floor and carpet cleaning and maintenance
  - c. Protection of vulnerable occupants during cleaning
  - d. Disinfectant and sanitizer selection and use
  - e. Safe storage and handlings of cleaning chemicals, including spill management
  - f. Walls and Ceiling fans must be cleaned with possible stains and dust.
- 2) Performance metrics and strategy development:
  - a. Reductions in water use, energy use and chemical toxicity
  - b. Green cleaning products purchasing
  - c. Green cleaning equipment purchasing
- 3) Staffing and training plans:
  - a. Staffing requirements and contingency for staffing shortages
  - b. Timing and frequency of staff training

**B. COUNTY Responsibilities**

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

**C. CONTRACTOR General Requirements**

- 1) CONTRACTOR shall perform custodial services at DPSS' Commercial sites and in Residential Sites upon evidence of overnight stay. CONTRACTOR shall be required to clean all of the following areas in accordance with **Exhibit B** Quality Requirements, hereby incorporated by reference:
  - a. Resident rooms
  - b. Kitchens
  - c. Bathrooms
  - d. Dining room
  - e. Floors (mostly tile) and vacuuming the carpeted areas
  - f. Staff areas
  - g. Linen and linen storage area
  - h. Break rooms
  - i. Congregate areas (stairs, hallways, day areas and recreational areas) including wiping down all equipment and surfaces
  - j. Ceiling Fans must be dusted to ensure that clean air is flowing throughout the house.
- 2) CONTRACTOR shall provide services in accordance with **Exhibit C**, two (2) times a day 8:00am and 4:00pm, for three (3) hours each shift, 7 days a week, including holidays. CONTRACTOR and COUNTY representatives may adjust days and times as necessary if mutually agreed upon during the period of performance of this Agreement. **COUNTY shall not accept any subcontractors for these services. All work must be performed by CONTRACTOR.**

- 3) CONTRACTOR shall provide labor and onsite supervision at all times to carry out the work and shall ensure only competent workers who are skilled in the type of work specified are employed.
- 4) CONTRACTOR shall provide all chemicals and equipment at no additional cost to the COUNTY.
- 5) CONTRACTOR's employees and supervision must possess a current Live Scan clearance background check. Background check shall include Department of Justice (DOJ) - 50 State Criminal Background, Office of the Inspector General (OIG), and Sex Offenders.
- 6) CONTRACTOR shall ensure employees working during business hours keep voices and music at a low level so no one shall be disturbed.
- 7) CONTRACTOR shall ensure no person(s) not employed by CONTRACTOR (i.e. spouse, children, brothers, sisters, friends, etc.) shall be allowed to enter the premises during CONTRACTOR's performance of services.
- 8) CONTRACTOR shall provide relief personnel to ensure each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
- 9) CONTRACTOR shall be responsible for maintaining satisfactory standards for their employees in regard to conduct, appearance and integrity (i.e. use of foul language, use of staff and/or residence personal items, cooking, phone and TV usage).
- 10) CONTRACTOR employees (custodial crew) shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone and in writing with designated building representatives in connection with the custodial duties to be performed.
- 11) CONTRACTOR employees shall be identified, while on the premises, by shirt, blouse, smock or ID Badge indicating the company name or logo in print large enough to be read easily.
- 12) CONTRACTOR employees shall comply with building security. In addition, CONTRACTOR shall ensure all employees are properly trained on safety and emergency procedures (such as fire, building evacuations, etc.) for the facilities in which they work.
- 13) CONTRACTOR shall provide COUNTY with a point of contact for any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.
- 14) CONTRACTOR shall certify to the possession of any and all current required licenses, credentials, certificates and business licenses that comply with all Federal and State related custodial services and be properly insured.
- 15) CONTRACTOR shall comply with the Displaced Janitor Opportunity Act. Pursuant to Labor Code section 1061(b)(1).
- 16) CONTRACTOR shall repair and restore to its original condition any COUNTY property damaged by its operation at no cost to COUNTY.
- 17) All materials, supplies, and equipment used by CONTRACTOR shall be suitable for the job and not harmful to the surfaces on which they are used.

**D. Storage/Use of Equipment and Materials**

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

**E. Materials and Supplies**

- 1) All equipment and supplies necessary to perform these services shall be provided by CONTRACTOR and approved by COUNTY designee. In addition, CONTRACTOR shall supply soap, hand sanitizers, deodorizers, chemicals, liners, paper towels, toilet tissue, toilet seat protectors, carpet shampoo, floor stripper and finish, dust cloths and other items as needed. CONTRACTOR shall adhere to the supply list included on **Exhibit D** and seek COUNTY approval for any substitutions.

- 2) Under no circumstances shall cleaning tools and materials be left unattended during service hours.
- 3) CONTRACTOR shall handle chemicals so as to minimize the possibility of exposure of facility occupants to acid based or caustic based materials. A list of all chemicals used for these services shall be submitted and pre-approved by COUNTY designee.
- 4) All unused products and empty containers shall be properly disposed of by CONTRACTOR as required by Federal, State and local laws and regulations.
- 5) CONTRACTOR shall post current Safety Data Sheets (SDS) in appropriate areas and shall provide copies to the Riverside County Sheriff Department for its required postings.
- 6) Hours of work for this Agreement shall be in accordance with, and subject to, the provisions of the State of California Labor Code.
- 7) All materials and supplies shall be environmentally friendly.
- 8) COUNTY has an ongoing requirement for the products indicated in this agreement. CONTRACTOR shall maintain access to a reasonable stock of such products on hand for the term of this Agreement. Failure to maintain access to a reasonable stock may result in termination for breach of this Agreement.

#### **F. Security**

- 1) CONTRACTOR shall be responsible for use of all keys and/or security cards issued to them. CONTRACTOR shall not put identification on any keys. CONTRACTOR shall not duplicate any keys for premises under any circumstances. Any lost key(s) or need for additional key(s) shall be promptly reported to COUNTY designee in writing. CONTRACTOR shall need to identify which key(s) were lost, who lost the key(s), where it was lost and the date and time of loss. CONTRACTOR shall be assessed a fee not to exceed \$25.00 for each key not returned or lost and shall be further assessed the costs for parts and locksmith services to remove the lost key from the keying system.
- 2) Unauthorized duplication of keys for a COUNTY owned facility is a misdemeanor under Chapter 3, Section 469 of the California Standard Penal Code.
- 3) Security of COUNTY 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 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 COUNTY.
- 4) Under no circumstances shall CONTRACTOR's employees admit anyone to areas controlled by a key or access card in their possession.

#### **G. Inspection of Services**

- 1) CONTRACTOR shall inspect COUNTY facility monthly to ensure quality and thoroughness. CONTRACTOR shall coordinate these inspections with COUNTY's representative who has the option of inspecting the facility with CONTRACTOR. CONTRACTOR shall refer to the Basic Level of Cleaning Standards Spreadsheet when inspecting the facility and shall provide a written report within five working days regarding the conditions at the time of the inspection and the steps necessary for addressing any issues.
- 2) CONTRACTOR shall submit a schedule at least five (5) working days in advance for sizeable services such as carpet and window cleaning and floor stripping and waxing activities, identifying the type of service, location and scheduled date and time. CONTRACTOR shall schedule a time to inspect the completed work with COUNTY's representative no later than five (5) working days after the work has been performed. CONTRACTOR shall designate one representative of supervisor authority or higher to conduct these inspections.

#### **H. Procedures and Strategies for Implementation**

- 1) Hard floor and carpet cleaning and maintenance
  - a. Hard floors, including tile, concrete and wood surfaces, shall be cleaned by sweeping and mopping twice daily with only sustainable cleaning products. No stripping or coatings shall be applied to hard floor surfaces.
  - c. Carpets shall be vacuumed daily with vacuum cleaners that meet the sustainability criteria listed later in this policy.

- d. Once per week, carpets shall be inspected for stains and other damages. If feasible, the necessary areas shall be spot cleaned with sustainable carpet cleaning materials. If damaged, the damage shall be reported to COUNTY and quoted for replacement.
  - e. When carpet extraction equipment must be used, methods to reduce chemical usage shall be implemented.
  - f. Once a week, Ceiling Fans and Window Blinds must be dusted with appropriate materials. If blades, fans, and/or window blinds are damaged during the cleaning, CONTRACTOR must report damage to COUNTY immediately.
- 2) Protection of vulnerable occupants during cleaning
    - a. Vulnerable occupants include women who are pregnant, children, elderly occupants and individuals with asthma, allergies or other sensitivities.
    - b. As much as possible, only sustainable cleaning products shall be used. Please refer to the goals and tracking sections of this policy for additional information.
    - c. Any cleaning that involves the use of carpet cleaners, or if at any point the use of a non-sustainable cleaning product is required, COUNTY shall be consulted for approval prior to usage.
- 3) Disinfectant and sanitizer selection and use
    - a. Only hand soaps and hand sanitizers that meet at least one of the sustainability criteria listed under the purchasing guidelines shall be considered to meet the requirements of this policy.
    - b. Hand sanitizers shall be placed throughout the building for the use of occupants.
    - c. Only disinfectants meeting the purchasing sustainability criteria listed below shall be considered to meet the requirements of this policy. Disinfectants shall be kept locked in the custodial closets and may only be used by the cleaning staff.
    - d. Cleaning staff shall be required to follow all dilution strategies for disinfectants.
- 4) Safe storage and handlings of cleaning chemicals, including spill management
    - a. Cleaning chemicals shall be stored in the janitor closets to prevent access for other occupants.
    - b. Cleaning staff shall receive company training on the various hazards of different toxic chemicals and how to address spills.
    - c. Spills shall be cleaned and handled according to the manufacturer safety data sheets provided by the manufacturer.
    - d. All spills shall be handled carefully. As soon as a spill of a non-sustainable product occurs, COUNTY must be notified. If the spill occurs in an area to which typical building occupants have access, the area shall be roped off and building occupants shall be informed to stay clear of the area.
    - e. Safety data sheets for all cleaning chemicals used in the building shall be retained and hazard information shall be highlighted. This information shall be clearly displayed in all janitor closets by CONTRACTOR.
- 5) Strategies for reducing the toxicity of the chemicals used for other cleaning activities
    - a. CONTRACTOR shall supply staff with safe cleaning chemicals that meet the sustainability criteria described in the purchasing guidelines listed below on page 19 (Section A).
    - b. Dish soaps and cleaners meeting EPA Safer Choice Standard shall be supplied.
    - c. For surface cleaning, green chemicals shall be used as much as possible.
- 6) Strategies for conserving energy, water and chemicals used for cleaning
    - a. Manual-powered equipment and cleaning strategies shall be used whenever possible to reduce the energy and water used by powered equipment and typical cleaning strategies.
    - b. Cold water shall be used for any necessary disposal to reduce energy used to heat hot water.
    - c. The filters in vacuums and other applicable equipment shall be changed frequently to enable air flow and reduce the energy consumption of the equipment.
    - d. When cleaning chemicals are necessary, the operating procedures for chemical dilution shall be followed to ensure the minimum amount of cleaning chemicals necessary is used.

- 7) Strategies for promoting hand hygiene
  - a. All restrooms shall be equipped and supplied with hands soap and paper towels.
  - b. Hand sanitizers meeting UL EcoLogo 2783 standard for Instant Hand Antiseptics (formerly Environmental Choice CCD 170) shall be placed throughout the building.
- 8) Tracking plan for staffing and overall performance
  - a. Regular facility inspections shall be conducted by CONTRACTOR to evaluate cleanliness. As part of the inspections, CONTRACTOR shall provide DPSS Management inspection reports to ensure the cleaning and hard floor and carpet maintenance system is being consistently used.
  - b. The inspections shall be conducted once a month. COUNTY shall review the results of the audits, maintain records and follow up with any cleaning issues or guidance.
  - c. All cleaning staff are required to check in each day when they arrive to work. CONTRACTOR shall retain records to ensure the building is sufficiently staffed with trained professionals.
  - d. CONTRACTOR shall log all training provided to the cleaning staff and shall ensure the training plans described below in section 12.
  - e. When new staff are hired, CONTRACTOR shall record the initial training and orientation provided to the staff.
- 9) Tracking plan for water, energy, and toxic chemical usage
  - a. Each time a toxic chemical is used, it shall be reported to COUNTY. CONTRACTOR shall record which chemical was used, where it was applied and the reason for its use. This information shall be used to track against the goal for using toxic chemicals only when strictly necessary.
  - b. All vacuum filters shall be replaced on a regular basis. CONTRACTOR shall record maintenance performed on all cleaning equipment, including filter replacement, to ensure they are regularly replaced to reduce energy usage.
- 10) Tracking plan for cleaning product and cleaning equipment purchases
  - a. All cleaning product and cleaning equipment purchases, made by either CONTRACTOR for use in the building or made by COUNTY, shall be recorded in a purchasing log.
  - b. On a quarterly basis, CONTRACTOR shall review all purchases and compare against the policy goals. If the policy goals are not being met, CONTRACTOR shall take corrective action to replace products and chemicals.
- 11) Staffing and contingency plans
  - a. To sufficiently clean the building requires at least three hours of cleaning per day, twice a day (morning and evening). In the event of staffing shortages CONTRACTOR shall supply additional staff to maintain coverage.
- 12) Staff training plan
  - a. All cleaning staff, including backup personnel, shall receive at least eight (8) hours of training per year. CONTRACTOR shall record the training attended by each staff member.
  - b. Trainings shall be held once a month and shall be one (1) hour long. Topics shall vary each month and cover standard operating procedures for cleaning different surfaces, proper toxic chemical usage and spill management, hazards of toxic chemicals, cleaning to protect vulnerable occupants, cleaning equipment maintenance, and conservation of energy and water usage during cleaning.

### **Purchasing Guidelines**

#### **A. Sustainability Criteria for Cleaning Products and Materials**

- 1) Cleaning products shall meet one (1) or more of the following standards:
  - a. Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;
  - b. UL EcoLogo 2792 (formerly CCD 110), for cleaning and degreasing compounds;
  - c. UL EcoLogo 2759 (formerly CCD 146), for hard surface cleaners;
  - d. UL EcoLogo 2795 (formerly CCD 148), for carpet and upholstery care;
  - e. Green Seal GS-40, for industrial and institutional floor care products;

- f. UL EcoLogo 2777 (formerly CCD 147), for hard floor care;
  - g. EPA Safer Choice Standard; and/or
  - h. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims).
  - i. Bleach Clorox to disinfect toilet surface.
- 2) Disinfectants, metal polish or other products not addressed by the above standards shall meet one (1) or more of the following standards:
- a. UL EcoLogo 2798 (formerly CCD 112), for digestion additives for cleaning and odor control;
  - b. UL EcoLogo 2791 (formerly CCD 113), for drain or grease trap additives;
  - c. UL EcoLogo 2796 (formerly CCD 115/107), for odor control additives;
  - d. Green Seal GS-52/53, for specialty cleaning products;
  - e. California Code of Regulations maximum allowable VOC levels for the specific product category;
  - f. EPA Safer Choice Standard; and/or
  - g. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims).
- 3) Disposable custodial paper products and trash bags shall meet the minimum requirements of one (1) or more of the following programs:
- a. EPA comprehensive procurement guidelines, for custodial paper;
  - b. Green Seal GS-01, for tissue paper, paper towels and napkins;
  - c. UL EcoLogo 175 Sanitary Paper Products, for toilet tissue and hand towels;
  - d. Custodial paper products derived from rapidly renewable resources or made from tree-free fibers;
  - e. FSC certification, for fiber procurement;
  - f. EPA comprehensive procurement guidelines, for plastic trash can liners; and/or
  - g. California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).
- 4) Hand soaps and hand sanitizers shall meet one (1) or more of the following standards:
- a. No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements);
  - b. Green Seal GS-41, for industrial and institutional hand cleaners;
  - c. UL EcoLogo 2784 (formerly CCD 104), for hand cleaners and hand soaps;
  - d. UL EcoLogo 2783 (formerly CCD 170), for hand sanitizers; and/or
  - e. EPA Safer Choice Standard.

#### **Sustainability Criteria for Cleaning Equipment**

- A. All powered equipment shall have the following features:
  - 1) Safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces;
  - 2) Ergonomic design to minimize vibration, noise and user fatigue, as reported in the user manual in accordance with ISO 5349-1 for arm vibrations, ISO 2631-1 for vibration to the whole body and ISO 11201 for sound pressure at operator's ear; and
  - 3) As applicable, environmentally preferable batteries (e.g., gel, absorbent glass mat, lithium-ion) except in applications requiring deep discharge and heavy loads where performance or battery life is reduced by the use of sealed batteries.
- B. Vacuum cleaners shall be certified by the Carpet and Rug Institute Seal of Approval/Green Label Vacuum Program and operate with a maximum sound level of 70 dBA or less in accordance with ISO 11201.



- C. Carpet extraction equipment, for restorative deep cleaning, shall be certified by the Carpet and Rug Institute's Seal of Approval Deep Cleaning Extractors and Seal of Approval Deep Cleaning Systems program.
- D. Powered floor maintenance equipment shall be equipped with guards or other devices for capturing fine particulates and shall operate with a maximum sound level of 70 dBA, in accordance with ISO 11201.
- E. Propane-powered floor equipment shall have high-efficiency, low-emission engines with catalytic converters and mufflers that meet the California Air Resources Board or EPA standards for the specific engine size and operate with a sound level of 90 dBA or less, in accordance with ISO 11201.
- F. Automated scrubbing machines shall be equipped with variable-speed feed pumps and either (1) on-board chemical metering to optimize the use of cleaning fluids or (2) dilution control systems for chemical refilling. Alternatively, scrubbing machines may use tap water only, with no added cleaning products.

**Quality Assurance/Quality Control Processes**

- A. COUNTY shall evaluate the green cleaning policy on a quarterly basis to evaluate progress towards the implementation goals. If any cleaning product or equipment purchases are not being recorded properly, COUNTY shall inform the appropriate individuals to ensure activities are recorded moving forward. COUNTY shall evaluate the results of the cleaning audits to determine whether the building is being sufficiently cleaned and whether the standard cleaning procedures are being properly executed. As necessary, COUNTY shall revise the green cleaning policy to include additional cleaning strategies or modify existing cleaning strategies.
- B. If any implementation goals are not being met, COUNTY shall investigate the situation and shall work with CONTRACTOR purchasing the materials and equipment or using the equipment. COUNTY shall evaluate whether updates are necessary in order to achieve the implementation goals. Any revisions made to the policy shall be incorporated into the next training cycle for the cleaning staff.

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**Exhibit A  
Basic Level of Cleaning Standards**

**D = DAY      E = EVENING**

EXTENT OF SERVICE	FREQUENCY OF SERVICE					
I. <u>GENERAL HOUSEKEEPING</u> RESIDENTIAL ROOMS, STAFF OFFICES, CONGREGATE AREAS AND LOUNGES	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL
1. Empty wastebaskets in all areas, offices and all restrooms	D - E					
2. Clean and service, sweep entrances	D - E					
3. Remove fingerprints from doors, frames, and light switches	E					
4. Dust furniture		D - E				
5. Low dust horizontal surfaces including sills, ledges, molding, pipes and shelves		D				
6. High dust horizontal surfaces including sills, ledges, molding, shelves, ledges, shelves, pipes and vents.			E			
7. Dust Window blinds	E					
8. Damp wipe Window blinds			E			
9. Clean counter tops	D - E					
10. Remove dust and cobwebs from ceiling areas			E			
11. Wash wastebaskets			E			
12. Spot clean wall surfaces	D					
13. Clean entire wall surfaces				D		
14. Clean interior glass in partitions and doors	E					
15. Clean exterior glass in partitions and doors	D					
16. Clean furniture including chairs and file cabinets			E			
17. Clean counter tops	D - E					

18. Clean Ceiling Fan Blades	E					
<b>II. FLOORS AND CARPET</b>	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL
<b>ALL AREAS</b>						
1. Spot vacuum	E					
2. Detail vacuum	D					
3. Inspect for minor spots and remove	D or E					
<b>III. FLOORS, RESILIENT AND HARD SUFACES</b>	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL
<b>ALL AREAS</b>						
1. Dust mop	D – E					
2. Spot mop	D – E					
3. Damp mop	E					
4. Clean and polish baseboards	D					
5. Hard tile and cement (machine scrub)						D
<b>IV. WASHROOMS, EMPLOYEE &amp; CONGREGATE AREAS</b>	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL
1. Clean, sanitize, polish, and disinfect porcelain fixtures including sinks, toilets and urinals	D – E					
2. Clean and polish all chrome fittings	D – E					
3. Clean, disinfect, and sanitize toilet seats	D – E					
4. Clean and polish mirrors	D – E					
5. Empty all containers and disposal units, insert liners	D – E					
6. Clean and sanitize exterior of all containers	D – E					
7. Wash and sanitize metal partitions	D – E					
8. Dust/clean lounge furniture	D – E					
9. Remove spots, stains, splashes from wall area adjustments	D – E					

10. Remove fingerprints from doors, frames, light switches, handles, push plates, etc.	D – E					
11. Refill all dispensers to normal limits – soaps, tissue, paper towels and seat covers	D – E					
12. Low dust horizontal surfaces including sills, molding, ledges, shelves, etc.	D					
13. High dust horizontal surfaces including ledges, shelves, pipes and vents	D					
14. Dust diffuser outlets in ceiling	D					
15. Sweep and clean debris from floors	D – E					
16. Damp mop all floor surfaces	D – E					
17. Clean and sanitize restroom showers/tubs	D – E					
<b>V. REGULAR SERVICES EXTERIOR WINDOWS</b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>
1. Clean exterior					D	
2. Clean interior					D	
<b><u>VI. ENTRANCES</u></b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>
1. Sweep walkways	D – E					
2. Clean glass/doors	D – E					
3. Sweep patio, side and/or rear doors	D – E					
<b><u>VII. MISCELLANEOUS</u></b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>
1. Empty trash from exterior break areas	D – E					
2. Wipe down exterior furniture and exercise equipment						
3. Empty recycle bins	D – E					
<b><u>VIII. CLIENT ROOMS</u></b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>
1. Take out trash	D – E					
2. Empty all containers and disposal units (including biohazard waste receptacle such as sharps and pharmacy	D – E					

containers), insert liners in trash cans only						
3. Clean and disinfect all furniture	D - E					
4. Clean and disinfect air diffuser outlets and vents		E				
5. Clean and disinfect sinks	D - E					
6. Sweep all floors	D - E					
7. Damp mop all floors	D - E					
8. Spot clean walls	D					
9. Wipe down all door handles and push plates	D - E					
10. Clean and make beds	D					
11. Remove and replace linen		D				
<b><u>IX. KITCHENS</u></b>	<b>DAILY</b>	<b>EVERY OTHER DAY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI-ANNUAL</b>
1. Defrost refrigerators			E			
2. Clean microwave ovens	D - E					
3. Clean stoves	E					
4. Clean refrigerators	E					
5. Clean sinks	D - E					
6. Clean countertops and tables	D - E					

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**Exhibit B  
Quality Requirements****A. ENTRANCES**

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

**B. RESTROOMS**

1. **Dispensers** – Shall be free of dust, dried-soil and mold without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply items.
2. **Hardware** – Shall be free of dust, soil, mold and scale without causing damage. These surfaces shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

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

**C. LOUNGE/BREAKROOM**

1. **Sinks** – Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.
2. **Waste Containers** – Contents shall be removed from waste containers and can liners replaced. Inside and outside of containers shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from containers.
3. **Counters and Tables** - Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.
4. **Floors and Baseboards** – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
5. **Walls and Doors** – Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry.

**D. CONFERENCE ROOMS:**

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



elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry.

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

#### **E. OFFICES**

1. **Furniture and Equipment** – Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
2. **Telephones** – Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.
3. **Lamps** – Shall be free of dust and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.
4. **Walls and Doors** – Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry.
5. **Waste Containers** – Contents shall be removed from waste containers and can liners replaced. Inside and outside of containers shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from containers.
6. **Workstation Partitions** – Shall be free of dust and soil without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.
7. **Floors and Baseboards** – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

8. **Floors and Carpet** - Shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.
9. **Carpet Spotting** - Spillages or crusted material shall be removed along with spots, smears and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Only approved cleaners shall be used.

#### **F. WINDOWS**

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

#### **G. JANITOR CLOSETS AND STOREROOMS**

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

#### **END OF QUALITY REQUIREMENTS**

**Exhibit C**  
**Custodial Supplies List**

**CHEMICALS AND EQUIPMENT USED AT DPSS COMMERCIAL AND RESIDENTIAL FACILITIES.**

<b>Number</b>	<b>Description</b>	<b>Usage</b>
<b>1</b>	<b>45 Gal. Natural Can Liner 40x48</b>	<b>Daily Change</b>
<b>2</b>	<b>25. Gal Natural Can Liner 30x37</b>	<b>Daily Change</b>
<b>3</b>	<b>1 Gal. of Spartan Class Cleaner</b>	<b>Daily As Needed</b>
<b>4</b>	<b>1 Gal. of Neutral Cleaner</b>	<b>Daily as Needed</b>
<b>5</b>	<b>1 Gal. of Floral Scent Restroom Disinfectant</b>	<b>Daily As Needed</b>
<b>6</b>	<b>3 Gal of Clorox Germicidal Bleach</b>	<b>Daily as Needed</b>
<b>7</b>	<b>2 AJX 21 Oz. Oxygen Bleach Cleaner</b>	<b>Daily as Needed</b>
<b>8</b>	<b>2 Boxes of 3 Mil. Nitrile Powder Free Gloves</b>	<b>Daily Use</b>
<b>9</b>	<b>2 24 Oz 1 In. 4 Ply White Headband Mop head</b>	<b>Daily Use</b>
<b>10</b>	<b>1 Pack of 250 Sheets Per Pack Multifold Hand Towels</b>	<b>Daily Use</b>
<b>11</b>	<b>1 Box of Optima White 2 Ply Bathroom Tissue</b>	<b>Daily Use</b>
<b>12</b>	<b>1 Lobby Dustpan</b>	<b>Daily Use</b>
<b>13</b>	<b>1 Upright Broom</b>	<b>Daily Use</b>

Other chemicals and equipment will be added as deemed necessary.

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Attachment II  
Payment Provisions

A. MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS

CONTRACTOR shall be paid upon successful completion of each contracted service as the services are rendered and received in accordance with the Scope of Work. COUNTY reserves the right to evaluate and approve the services rendered. The total payments to CONTRACTOR shall not exceed as previously agreed between CONTRACTOR and COUNTY as follow:

1. CONTRACTOR’s hourly rate is \$24.77 per custodial staff member.
2. Custodial Staff shall be assigned to work at 8:00 AM and 5:00 PM for 3 (three) hour each shift daily.
3. CONTRACTOR shall provide custodial services seven (7) days a week including holidays.
4. CONTRACTOR shall assign a maximum of three (3) custodial staff on a daily basis to complete the cleaning activities as described in the Scope of Work (Attachment I).
5. CONTRACTOR understands this Agreement is from upon execution of the Agreement until June 30, 2027.
6. CONTRACTOR understands the services contracted in this Agreement are subject to funding availability.
7. Maximum Reimbursable Amount for this Agreement is as follow:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon execution through June 30, 2023	\$165,860.00
July 1, 2023 through June 30, 2024	\$165,860.00
July 1, 2024 through June 30, 2025	\$165,860.00
July 1, 2025 through June 30, 2026	\$165,860.00
July 1, 2026 through June 30, 2027	\$165,860.00
<b>Contract Maximum with Options</b>	<b>\$829,300.00*</b>

\* Pricing includes labor, chemicals, and supplies. CONTRACTOR will provide all cleaning chemicals and supplies at no additional cost to the COUNTY. COUNTY shall not be responsible for payment of any of CONTRACTOR’s expenses related to this Agreement.

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B. UNIT OF SERVICE

CONTRACTOR agrees to bill COUNTY on a per-hourly rate as follow:

Unit of Service – Hourly Rate	\$24.77
Holiday Proposed Rate	\$37.20
Number of staff per shift	Two (2) Custodial Staff and (1) supervisor per shift. Six staff per shift.
Anticipated Number of Hours of Monthly Hours	558
Projected monthly bill for services	\$13,821.66
Maximum Annual Amount	\$165,860.00
Maximum Reimbursable Amount	\$829,300.00

C. METHOD, TIME AND CONDITIONS OF PAYMENT

1. CONTRACTOR shall be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
2. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of one (1) calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
3. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment VI).
4. CONTRACTOR invoice estimates for May and June shall be due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

D. CAPITAL EQUIPMENT

1. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to CONTRACTOR that have a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in COUNTY. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, CONTRACTOR shall immediately return any items of capital equipment to COUNTY or the state or its representative, or dispose of them in accordance with the directions of COUNTY or the State Department of Social Services. CONTRACTOR further agrees to the following:
  - a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;

- b. To label and number all items of capital equipment, do periodic inventories as required by COUNTY, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY or DSS with ten (10) days of any request therefore; and
  - c. To report in writing to COUNTY immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to COUNTY.
2. The purchase of any capital equipment by CONTRACTOR shall require the prior written approval of COUNTY, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to CONTRACTOR's services or activities under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by CONTRACTOR if prior approval has not been obtained from COUNTY.

#### E. CONSUMER PRICE INDEX

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

#### F. FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

#### G. DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

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ATTACHMENT III  
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Commercial Building Management, Inc.  
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Dec 20, 2022

Date

*Patrick Dawes*

Director's Signature

600 S Grand Ave. Suite 109, Santa Ana, CA 92705

Address of Vendor/Recipient  
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT IV  
Contractor Payment Request Sample

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County  
Department of Public Social Services  
Attn: Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

From: Unassigned  
Remit to Name  
Address  
Contractor Name  
Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

Advance Payment \$ \_\_\_\_\_  
(if allowed by Contract/MOU)

Actual Payment \$ \_\_\_\_\_  
(Same amount as 2076B if needed)

Unit of Service Payment \$ \_\_\_\_\_

\_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_

\_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

\_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_

\_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

\_\_\_\_\_  
Authorized Signature Title Date

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

Business Unit (5) \_\_\_\_\_

Purchase Order # (10) \_\_\_\_\_

Invoice # \_\_\_\_\_

Account (6) \_\_\_\_\_

Amount Authorized \_\_\_\_\_

If amount authorized is different from amount request, please explain:

Fund (5) \_\_\_\_\_

Dept ID (10) \_\_\_\_\_

Program (5) \_\_\_\_\_

Program (if applicable) Date

Class (10) \_\_\_\_\_

Management Reporting Unit Date

Project/Grant (15) \_\_\_\_\_

Contracts Administration Unit Date



Vendor Code (10)

General Accounting Section

Date

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT

List each item as outlined in contract budget.

<b>TOTAL BUDGET/EXPENSES</b>				

**IN-KIND CASH CONTRIBUTION**

List each type of contribution				
<b>TOTAL IN-KIND/CASH MATCH</b>				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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DPSS 2076B (8/03) Contract Expenditure Report

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required). Invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all DPSS Forms.)

DPSS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"  
The legal name of your agency.

"Address"  
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"  
Business name, if different than legal name (if not leave blank).

"Contract Number"  
Can be found on the first page of your contract.

"Amount Requested"  
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"  
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."  
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)  
Self-explanatory (required). Original Signature needed for payment.  
EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.