

**AGREEMENT BETWEEN
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT
AND
QUALITY CLEANING PROFESSIONALS, LLC
FOR PERFORMANCE BASED JANITORIAL SERVICES**

This Agreement (“Agreement”) entered into by and between the Santa Clara County Central Fire Protection District (“DISTRICT”) and Quality Cleaning Professionals, LLC (“CONTRACTOR”) (collectively referred to herein as the “Parties,” and individually, as a “Party”) for performance based janitorial services is effective as of the date of its full execution.

On March 14, 2023, following a competitive process, the County of Santa Clara entered into an Agreement with CONTRACTOR for performance based janitorial services (“County Agreement”), attached hereto as **Exhibit D**. Section 5.6.5.1(E) of the County of Santa Clara Board of Supervisors Policy Manual allows access to competitively established contracts (*i.e.*, “piggybacking”) from other government entities when it is deemed to be in the best interest of the DISTRICT. Although the Board Policy Manual is not directly applicable to the DISTRICT, because the DISTRICT is a separate legal entity, the DISTRICT follows County procurement practices, to the extent feasible. It is the intent of this agreement for the DISTRICT to “piggyback” off the County Agreement, attached hereto as **Exhibit D**.

1. **Rendition of Services.** The CONTRACTOR agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement and the County Agreement (“Services”). In the performance of its Services, CONTRACTOR represents that it has and will exercise that degree of professional care, skill, efficiency, and judgment ordinarily employed by contractors providing similar services.
2. **Scope of Services.** CONTRACTOR shall provide the Services as specified in the Scope of Work in **Exhibit A**, attached hereto and incorporated herein by this reference.
3. **Term.** This Agreement shall be effective as of the date of its full execution, and shall be in force and effect until through March 31, 2026, unless terminated earlier in accordance with this Agreement, with one option to renew for two additional years which may be exercised in the DISTRICT’s sole and absolute discretion.
4. **Incorporation of County Agreement.** Except as expressly provided herein, the terms of the County Agreement, attached hereto as **Exhibit D** and incorporated herein by this reference, shall govern this Agreement. All references to “County” in the County Agreement shall refer to the DISTRICT. In the event of any conflict between the terms of this Agreement and the terms of the County Agreement, this Agreement shall control.
5. **Compensation and Billing.**
 - a. **Maximum Financial Obligation.** The Parties agree that the maximum amount payable by the DISTRICT to the CONTRACTOR under this Agreement shall not exceed \$1,750,000.

- b. **Payment / Invoices.** Payment will be made according to the Payment Schedule in **Exhibit C**, attached hereto and incorporated herein by this reference. CONTRACTOR's invoices shall be submitted to DISTRICT on a form or in a format approved by DISTRICT. DISTRICT has the right to request clarification of any line-items or entire invoices prior to issuing payment under a particular invoice. A request for clarification must be made within fifteen (15) calendar days of receipt of the invoice at issue. If a request for clarification is made, the amount at issue is not due until thirty (30) calendar days after clarification has been requested, and received and accepted. For invoices where clarification is not sought in whole or in part, payment shall be submitted within thirty (30) calendar days of receipt of the applicable invoice.
6. **Indemnification and Insurance.** Insurance and indemnity terms are incorporated in **Exhibit B-2**. CONTRACTOR shall immediately notify DISTRICT upon learning of any potential or asserted claim, liability, loss, injury, or damage for which the CONTRACTOR may be obligated to indemnify, defend, or hold the DISTRICT harmless pursuant to any provision of this Agreement.
7. **Notices.** Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:
- | | |
|--------------------|---|
| To the DISTRICT: | Santa Clara County Central Fire Protection District
14700 Winchester Boulevard
Los Gatos, CA 95032
Attention: Fire Chief |
| To the CONTRACTOR: | Quality Cleaning Professionals, LLC
1111 North Market Street #386
San Jose, CA 95113
Attn: Linnea N. Willis |
- Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) business days after deposit in the mail. Either Party may designate a different person and/or address for the receipt of notices by sending written notice to the other Party.
8. **COVID-19 Requirements.** The DISTRICT follows the COVID-19 requirements of the County of Santa Clara ("County"). CONTRACTOR shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for DISTRICT onsite and share airspace with or proximity to other people at a DISTRICT facility as part of their services for DISTRICT as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. CONTRACTOR shall comply with all reasonable requests by DISTRICT for documentation demonstrating CONTRACTOR's compliance with this Section.
9. **Contract Execution.** Unless otherwise prohibited by law or DISTRICT policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the

same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the DISTRICT.

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10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**SANTA CLARA COUNTY
CENTRAL FIRE
PROTECTION DISTRICT:**

**QUALITY CLEANING
PROFESSIONALS, LLC:**

Susan Ellenberg, President
Board of Directors

Date

DocuSigned by:

Linnea Willis Smith

1/26/2024

Linnea N. Willis, Owner

Date

Signed and certified that a copy of this document
has been delivered by electronic or other means
to the President, Board of Directors.

ATTEST:

Curtis Boone
Acting Clerk of the Board of
Directors

Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:

Aaron Forbath

1/26/2024

Aaron Forbath

Date

Deputy County Counsel

Exhibits to this Agreement:

Exhibit A: Scope of Work

Exhibit B-2: Insurance Requirements

Exhibit C: Payment Schedule

Exhibit D: County Agreement

Exhibit E: District Holidays

EXHIBIT A – SCOPE OF WORK

Contractor shall provide performance based janitorial services to the District in accordance with the terms and conditions as specified in this Agreement at the following location:

Santa Clara County Central Fire Protection District Headquarters
1315 Dell Avenue, Campbell, California 95008
(Approximately 50,000 square feet).

The District reserves the right to add/delete locations and services at any time and for any reason during the term of this Agreement. Where new locations are added or additional services are required at the District during the term of the Agreement, the District location manager(s) will meet with the Contractor to review the requirements and the rates. An amendment to the Agreement may need to be executed.

Contractor shall provide supervision, labor, and transportation, including all machinery, tools, apparatus and incidentals (collectively “Equipment”), reasonably necessary to perform the services described herein. Cleaning products (paper and chemicals) will be provided by the District.

SECTION I: SCOPE OF WORK

1. Daily Service (Monday- Friday)

The following services are required and shall include, but not be limited to:

a. Restrooms and Locker Rooms

- Clean and sanitize fixtures, polish chrome fittings
- Sweep, wet mop and sanitize floors
- Wash walls and partitions
- Clean and sanitize mirrors, shelves, door jams and handles
- Empty trash receptacles, replace liners
- Clean and sanitize toilet seats, commodes, urinals
- Clean and sanitize showers, sinks, faucets, countertops and mirrors
- Clean and fill soap, paper towel and toilet tissue dispensers
- Empty and sanitize sanitary napkin receptacles
- Clean doors and door jams
- Pour water down floor drains
- High dust (vacuum) ceiling vents

b. Common Areas

- Empty wastebaskets (Waste/Recycle), wipe lids, replace liner
- Sweep, wet mop or vacuum all floors
- Clean all tables, chairs, and countertops
- Clean and polish all sinks and appliance work top surfaces and front face
- Properly arrange all furniture
- Change lights and clean covers
- Clean doors, door jams
- Clean windows inside only, clean all glass walls and doors

- Clean vents
- Clean drinking fountains and water fill stations
- Dispose of trash and recycle materials in dumpsters
- Clean outside tables and seating
- Clean amenity bar areas throughout the facility similar to kitchen. Clean refrigerator exterior only, not inside.

c. Daily Responsibility

- Keep janitorial closet neat and clean
- Check windows and doors prior to leaving building
- Report broken fixtures or other problems
- Upon completion of work, leave only designated lights on

2. Weekly Service

The following services are required and shall include, but not be limited to:

a. Office Area

- Hand dust counters, file cabinets, desks, chairs, tables and other office furniture
- Hand dust all ledges and flat surfaces within reach
- Remove fingerprints and marks from walls, doors, woodwork, doorknobs and partition glass, or, if needed, wash and sanitize
- Detail vacuum all carpeted areas
- Spot clean carpet

SECTION II: BUSINESS REQUIREMENTS

1. Confidentiality

- a. “Confidential Information” will mean any and all tangible and intangible information, whether written, oral or in any other medium, originated by or uniquely within the knowledge of the DISTRICT and not generally available to third parties. Confidential Information may include, without limitation, any and all network diagrams, network schematics, network and system documentation, network address information, system and device configurations, trade secrets, data captured from a DISTRICT network or information system, financial information, know-how, designs, methodologies, processes, manuals, marketing information, price lists, customer lists, supplier lists, employee information, facility infrastructure, computer programs, and systems designs.
- b. CONTRACTOR’s obligations to protect the confidentiality of DISTRICT’s Confidential Information will continue in full force and effect until the conclusion the termination or expiration of the, and the obligations with respect to the treatment of all Confidential Information survive termination or expiration of Agreement.
- c. The Confidential Information shall remain the exclusive property of the DISTRICT.
- d. CONTRACTOR shall and maintain the Confidential Information in accordance

with the following terms and conditions.

- CONTRACTOR shall treat all Confidential Information as confidential and not use or disclose the Confidential Information to any third party. CONTRACTOR shall keep the Confidential Information in strict confidence, using the same standard of care as it does with respect to its own Confidential Information, but in no event less than a reasonable degree of care.
 - CONTRACTOR shall not make any copies, keep copies, maintain copies, use, or disclose the Confidential Information.
- e. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to or use of Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying DISTRICT as soon as possible of any incident of unauthorized access to or use of Confidential Information, or any other breach in CONTRACTOR's security that materially affects DISTRICT or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.
- f. Should CONTRACTOR use or disclose Confidential Information to unauthorized third parties, CONTRACTOR shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at CONTRACTOR's sole expense (if applicable). CONTRACTOR shall not charge the DISTRICT for any expenses associated with CONTRACTOR's compliance with the obligations set forth in this section.

2. Holidays

Current Holidays are listed in **Exhibit E** – District Holidays. If the scheduled service date is on a DISTRICT holiday, the site DISTRICT Facility Manager will determine whether CONTRACTOR will be required to make up the time or to continue to work on the next scheduled day after the holiday. CONTRACTOR shall not be paid for work scheduled but not performed on a holiday.

3. Work Schedule

CONTRACTOR shall perform services according to the frequency as indicated in this Agreement. From time to time, and for any reason, the DISTRICT may add or delete and/or make changes to the services and/or service locations. The DISTRICT will give CONTRACTOR two (2) weeks advance notice if there are any changes to services or service locations.

The DISTRICT shall designate a Facility Manager at each Service location. Within five (5) days of the commencement date of the Agreement, CONTRACTOR and DISTRICT Facility Manager will finalize the specific dates and times for each

service location. Work shall commence immediately after Contractor receives all required security clearances.

Throughout the term of the Agreement, CONTRACTOR shall:

1. Provide a supervisor who understands the work to be performed at each Service location.
2. Provide training and re-training, if necessary, to all cleaning staff on the proper technique and services to be performed at each Service location.
3. Perform quality control and assurance that the work is completed according to the Agreement.

4. DISTRICT Owned and Inventory of Supplies and Equipment

- a. CONTRACTOR to receive, inventory and store the materials in DISTRICT designated stock rooms/shelves.
- b. All cleaning products shall be properly labeled.
- c. DISTRICT shall provide at its expense all utilities, including lights, power and water.
- d. Replacement restroom product dispensers, if required, will be provided by the DISTRICT.
- e. DISTRICT will provide supplies and chemicals to be used by CONTRACTOR during the duration of the Agreement.
- f. CONTRACTOR must e-mail a supply request to DISTRICT for the supplies they will need for DISTRICT Facilities that they are directly responsible for. DISTRICT will purchase the supplies to be delivered to CONTRACTOR's sites/locations. CONTRACTOR shall receive the supplies, restock the supplies at DISTRICT locations, and provide a copy of the packing slip to DISTRICT once the supply order has been received so that DISTRICT can confirm quantity of supplies delivered.

5. Building Security

- a. Keys/Access Badges to DISTRICT's building/sites requiring janitorial service will be provided to CONTRACTOR. CONTRACTOR shall guarantee that the buildings/sites are securely locked at all times during and after work is performed. Lost keys shall be immediately reported to the DISTRICT Facility Manager. DISTRICT will charge CONTRACTOR \$50.00 for each lost key. Furthermore, CONTRACTOR shall reimburse DISTRICT for all associated costs of re-keying any or all locks.
- b. CONTRACTOR's employees shall NOT set off, or fail to reset, a building alarm, as instructed. Such false alarms or failure to reset an alarm may cause the DISTRICT to incur damages, and CONTRACTOR shall be charged a

minimum amount of One Hundred Fifty Dollars (\$150.00) or actual cost of damages per event.

- c. CONTRACTOR's employees shall not prop open building doors. If a situation requires doors to be propped open (i.e., delivery of equipment, etc.), CONTRACTOR's employees shall ensure attendance and responsibility by CONTRACTOR's employees at doors propped open at all times when propped open.

6. Supervision

- a. CONTRACTOR's location supervisor or team lead shall be available during all scheduled cleaning hours and special work assignments at a DISTRICT facility. This individual shall speak, read, write, and understand English. All direction given to CONTRACTOR's supervisor/team lead shall be as binding as if given to CONTRACTOR.
- b. While performing work under this Agreement, CONTRACTOR's supervisor/team lead and any other assigned staff shall carry a CONTRACTOR issued cell phone by which DISTRICT staff shall be able to communicate with him/her. Other janitorial staff, at a minimum, should carry communication devices and may use DISTRICT phones to respond to work related issues.
- c. CONTRACTOR shall provide to DISTRICT Facility Manager a list of all CONTRACTOR's staff assigned to that work site and evidence of security clearance documentation as required by the department. The list shall include name, address, and driver's license number and the employee's work schedule and assignment.

7. Training

CONTRACTOR shall provide ongoing training for all CONTRACTOR's staff. Training programs shall include, but are not limited to, quality standards, task definitions, IPP plans (Injury and Illness Prevention Program), SDS Sheets (Safety Data Sheets), Cal-OSHA (California Occupational Safety and Health Administration) regulations, Green cleaning, COVID-19, or any health pandemic related, and all other applicable safety regulations. Upon request, CONTRACTOR shall provide the DISTRICT a report showing the training provided for the janitorial staff working at DISTRICT locations during the term of the Agreement.

8. Employee Conduct

CONTRACTOR employees shall report all lost and found items to the respective DISTRICT Facility Manager. Such items are to be tagged with information specifying the date, time, building, room number and the name of the individual who found the item.

Employees of CONTRACTOR, while performing work under this Agreement, SHALL NOT, at a minimum:

- a. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized CONTRACTOR employee.
- b. Remove any DISTRICT property, equipment, monies, forms or any other item belonging to an employee of the DISTRICT from DISTRICT facilities.
- c. Engage in horseplay or loud boisterous behavior.
- d. Be under the influence of alcohol or drugs.
- e. Gamble.
- f. Smoke in any building, or anywhere such that employees of CONTRACTOR are not in compliance with the District's No Smoking Policy.
- g. Turn on or use any electronic equipment (computers, typewriters, radios, etc.) other than those supplied by CONTRACTOR. If listening to media devices using ear buds/earphones, the decibel level shall be at an acceptable level such that the CONTRACTOR's employees can perform services without disruption and/or distraction to themselves or personnel in the immediate area. If requested by DISTRICT personnel to reduce the decibel level or discontinue use of the media device, CONTRACTOR's employee shall do so immediately.
- h. Use any DISTRICT telephone except those designated by each building DISTRICT Facility Manager for the performance of services under Agreement.
- i. Open any desk, file cabinet or storage cabinet.
- j. Remove any article from desks.
- k. Consume any food or beverage other than that brought with or purchased by the employee.
- l. Consume any food or beverage in any area NOT designated as a break or lunchroom.
- m. Engage in non-work-related conversations with District employees or visitors.

9. Employee Removal

- a. CONTRACTOR shall remove from service any employee of CONTRACTOR who, in the opinion of the DISTRICT Facility Manager, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, dangerous, insubordinate, and/or disruptive, does not comply with rules and regulations of the DISTRICT, or who is otherwise objectionable.
- b. CONTRACTOR shall not interpret such removal as a request by DISTRICT for dismissal of or other disciplinary action against the employee; and such

removal shall not be the basis of any claim for compensation or damages against the DISTRICT by CONTRACTOR or CONTRACTOR's employee, or any of its officers, employees or agents.

10. Employee Appearance and Identification

- a. CONTRACTOR's personnel shall present a neat appearance and be easily recognized as CONTRACTOR's employees. CONTRACTOR shall provide each employee with a picture identification badge and uniform. The identification badge shall include the employee's photograph, name, employee number and CONTRACTOR's name, and be displayed on the front of the employee's uniform.
- b. CONTRACTOR shall ensure that all of its employees wear uniforms to which CONTRACTOR's business name and/or logo have been affixed, and identification badge at all times while performing services.
- c. Any employee who fails to meet this requirement may be asked to leave DISTRICT service location(s). Should this occur, the DISTRICT will not compensate the CONTRACTOR for CONTRACTOR's employee's lost time.

11. Reporting Inspection

- a. The DISTRICT Facility Manager will monitor the work and communicate directly with the CONTRACTOR's site supervisor/team lead on any issues or concerns. CONTRACTOR's site supervisors/team leads shall conduct monthly inspections of all locations and provide a copy of his/her report on conditions to each DISTRICT Facility Manager. If at any time, the services performed do not conform to the specifications and requirements of the Agreement, the DISTRICT shall have the right to require the CONTRACTOR to immediately perform the services defined below in Site Specific Requirements, at no increase in the total contractual amount.
- b. In the event the CONTRACTOR fails to perform the services promptly and correctly the District shall have the right to (i) reduce the Agreement pricing, (ii) short- pay or assess a penalty to reflect the reduced value of services, and/or (iii) have the services performed by another janitorial service company and charge the CONTRACTOR for cost incurred by the DISTRICT to have another janitorial company perform the services.
- c. If and when unusual circumstances arise, CONTRACTOR shall provide a report to the DISTRICT Facility Manager the day of the occurrence. Examples of unusual circumstances include, but are not limited to, the observance of suspicious persons around a DISTRICT facility and the discovery of inoperable lighting in a DISTRICT facility.
- d. CONTRACTOR shall notify the DISTRICT Facility Manager within 24 hours, or no later than the following day, upon finding any broken fixture, restroom product dispenser, or any other problem that requires building

maintenance or repair. Failure to provide the DISTRICT with timely notification of such problems may be cause for DISTRICT to make invoice deductions for failure to comply with the terms of the Agreement.

- e. CONTRACTOR employees shall immediately report to the DISTRICT Facility Manager any abnormalities, hazardous conditions, or immediately dangerous conditions found at DISTRICT service locations during the course of performing services, such as; fire, water leaks, vandalism, graffiti, or broken windows, and mechanical, plumbing, electrical, and structural deficiencies.

12. Unplanned Work

- a. "Unplanned Work" is defined as any work outside of a DISTRICT agreed-upon cleaning schedule. If Unplanned Work is required by the DISTRICT, CONTRACTOR shall provide the necessary staff to complete the work as instructed by the DISTRICT.
- b. Unplanned Work shall require a shortened CONTRACTOR response time of two (2) to four (4) hours, depending upon the nature of said work. CONTRACTOR shall have sufficient labor and call-out procedures to ensure that staffing is available for this type of unplanned requirement. The DISTRICT is aware that additional expense may be incurred due to the Unplanned Work. Fees shall be agreed upon by both parties prior to commencement of work. CONTRACTOR shall perform no extra or additional work not specified in Exhibit C, Section I, Site Specific Requirements, unless agreed in writing by DISTRICT. Extra work to which DISTRICT has not agreed in advance in writing will not be compensated by the DISTRICT.

13. Care and Support of Facilities

CONTRACTOR's employees shall regularly observe the general condition of all buildings and report problem areas to CONTRACTOR's service location supervisor/team lead. CONTRACTOR shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, CONTRACTOR's employees shall notify the DISTRICT's Communication Center by dialing 911 and shall then notify the DISTRICT Facility Manager as quickly as possible.

14. Work Performance

CONTRACTOR shall adhere to the highest quality standards of the janitorial profession, and DISTRICT's cleaning standards. CONTRACTOR shall guarantee that services are completed according to schedule. DISTRICT Facility Manager shall monitor the services performed and will promptly notify CONTRACTOR if services need to be re-performed. Any re-performance of services shall be done at the CONTRACTOR's own expense and completed in the time as agreed upon by both parties.

15. Storage

Janitorial closets located in DISTRICT service locations may be used by CONTRACTOR and shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any DISTRICT janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to DISTRICT staff, the public, or CONTRACTOR's employees. All containers shall be properly labeled. CONTRACTOR's service location supervisor/team lead shall maintain an equipment inventory, and a copy shall be given to the DISTRICT, upon request.

16. Warranty

CONTRACTOR shall warrant and represent that services performed under Agreement comply with all specifications and that workmanship is free from defects. If any portion of the work has not been completely described in this Agreement, it shall comply with nationally recognized codes and established industry standards. CONTRACTOR agrees that the aforementioned warranties and representations shall be in addition to any warranties provided by law or offered by CONTRACTOR.

17. Subcontractors

- a. CONTRACTOR must notify the DISTRICT of the use of any subcontractors during the term of this Agreement.
- b. CONTRACTOR is solely responsible for its subcontractors' provision of services to the DISTRICT on all DISTRICT premises.
- c. CONTRACTOR will coordinate with its subcontractors on all activities for the DISTRICT to ensure efficient and orderly services, including but not limited to delivery and installation of products.
- d. CONTRACTOR shall assume full responsibilities for the actions, omissions and errors of subcontractors. No change in subcontractor shall be permitted without prior written approval from the DISTRICT. Changes in subcontractors without prior written consent from the DISTRICT may result in the cancellation of this Agreement.
- e. CONTRACTOR shall provide the DISTRICT a list of all subcontractors that will be used for the services provided under this Agreement within 10 days before the start of services. A subcontractor is one who: (1) performs work or labor; or (2) provides a product or service to the Offeror; or (3) specially fabricates and installs a portion of the Work according to the Plans and Specifications. Notification shall include the reason for the sub-contractor and the Business Name, License, complete address, telephone number and specialty.
- f. No change in the subcontractor shall be permitted, after the start of services, without prior written approval from the DISTRICT Fire Chief or their designee. Changes in

subcontractors without prior written consent from the Fire Chief or their designee can result in the cancellation of the contract.

SECTION III: CLEANING REQUIREMENTS AND SPECIFICATIONS

1. Definitions

- a. ***Clean*** – The act of removing dirt and other impurities from a surface, if required.
- b. ***Damp mop*** – Using a moist mop to remove all dirt, dust, spots, streaks, stains, smudges, litter, gum, hard water deposits and other extraneous matter from a floor or similar surface.
- c. ***Dispenser*** – A mechanical device attached to a restroom wall or partition which is used to dispense soap, towels, feminine hygiene products, toilet paper, toilet seat covers, etc.
- d. ***Disinfect*** – Cleaning in a manner that destroys harmful micro-organisms by the application of an approved chemical agent.
- e. ***Fixture*** – Toilets, urinals, sinks (including faucets), counters and backsplashes or any other device attached to a restroom wall, floor or ceiling.
- f. ***Hand wipe*** – Using a damp cloth, wipe designated surface to remove all dirt, dust, lint, spots, smudges, etc.
- g. ***Hard Surface Floors*** - Brick, terrazzo, ceramic tile, marble, polished concrete, etc.
- h. ***Partition*** – A barrier between restroom stalls and walls or dividers within a Service location that do not touch the ceiling.
- i. ***Sanitize*** – To bring to a state of cleanliness.
- j. ***Scrub*** – Vigorous cleaning performed by machine or by hand with a scrub brush.
- k. ***Spot Clean*** – Cleaning areas that contain dirty spots, fingerprints, stains, smudges, etc., with an approved cleaner without causing discoloration, staining or damage.
- l. ***Spray Buff*** – A method of touching-up areas of flooring where the finish has worn. Using a floor polishing machine, synthetic fiber pad and spray equipment, worn areas are sprayed with a fine mist of 50% water and 50% floor finish and immediately buffed.
- m. ***Traffic Areas*** - Main entries and all doors, elevator lobbies, elevators, areas where food is available, main corridors in buildings.

- o. ***Wet Mop*** – Same as “damp mop” except that the mop is soaked with water to remove gum, tar, and similar substances a floor or similar surface.
- p. ***Wipe*** – See Hand Wipe.
- q. ***Tile Floor*** – All ceramic and vinyl tile, rubber, linoleum or other sheet flooring products which are affixed to sub-flooring with mastic or adhesive.
- r. ***Vacuum*** – Completely removing lint, dust, loose soil, and debris from a surface, using an industrial vacuum cleaner.

2. **Carpet Care**

- a. ***Vacuum traffic areas*** – Vacuum thoroughly so that carpeted areas are free of all visible litter and soil. Move all chairs, trashcans and other easily removable items, and vacuum underneath. Hand wipe all baseboards.
- b. ***Vacuum all areas, including edges and corners*** – Vacuum thoroughly so that carpeted areas are free of all visible litter and soil. Move all chairs, trash cans and other easily removable items; and vacuum underneath. Hand wipe baseboards. Tears, burns, or raveling shall be brought to the attention of the District in writing.
- c. ***Spot clean traffic areas*** – Spot clean, as needed, with an approved “green” cleaner and/or solvent, hot water steam and vacuum extraction system.
- d. ***Steam clean carpet*** – Vacuum all areas to be cleaned. Pre-treat all spots with an approved “green” cleaner before cleaning. Steam cleans all carpets using an approved “green” cleaner and/or solvent, hot water steam and an industrial vacuum extraction system. Cover cleaned, but wet, traffic areas with paper until dry. Use ventilating fan dryers to hasten drying time in heavy-use areas. Use water-resistant coated pads under furniture.
- e. ***Rugs*** - After thoroughly vacuuming, clean all rugs so they are free of dust balls, dirt and other debris.

Note: CONTRACTOR will often be required to steam-clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required, so that building occupants can be notified and prepare their respective areas before cleaning begins.

3. **Doors and Entrances**

- a. ***Clean and polish doors and entrances*** – Clean with an approved “green” cleaner and polish interior and exterior surfaces to a height of 8’, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or

accumulations from these areas. On a regular basis, inspect all doors and entrances; and clean doors and entrances across the entire width of the entrance front, as required.

- b. ***Spot clean walls, doors, and molding*** – On a regular basis, inspect all walls, doors, and moldings; and spot clean, as required.

4. **Glass, Mirrors and Windows**

- a. ***Glass and window cleaning (building entrances, lobby areas, staircases and glass building fronts)*** – Clean all interior and exterior glass surfaces to a height of 8’ with an approved “green” soap solution. When task is complete, glass shall be free of dirt, grime, streaks, smudges, cobwebs, fingerprints and excessive moisture and shall not be cloudy. When glass is part of an entrance area, clean across the entire width of the entrance front, if required.
- b. ***Glass and window cleaning, interior/exterior all areas (including skylights, glass blocks)*** – Clean all interior and exterior glass surfaces with an approved soap solution. Inspect all glass surfaces; and remove any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas, as required. Sash glass moved during the cleaning operation shall be returned to its original position. Cleaning shall include window sashes, sills and woodwork which shall be thoroughly wiped free of any drippings and watermarks.
- c. ***Safety*** – Window cleaning operations shall be performed in accordance with all federal, state and local laws and regulations with special attention to any applicable safety requirements.
- d. ***Mirrors*** – Clean mirrors to streak-free condition.

Note: CONTRACTOR may be required to clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required, so that building occupants can be notified and prepare their respective areas before cleaning begins.

5. **Dusting**

- a. ***Dusting (up to 60’’) -*** Remove all accumulated dust, dirt, debris and cobwebs from all surfaces, corners, shelving crevices, office desks, bookcases, tables, picture frames, partition tops, window ledges and baseboards. Use treated mops and cloths to help prevent the redistribution of same into the air. Dust desktops only if papers have been removed.

- b. ***Routine High Dusting (above 60")*** – Remove accumulated dust and cobwebs in high corner areas, HVAC vents and ledges and light fixtures.
- c. ***Periodic High Dusting (above 60")*** – Remove all accumulated dust, dirt and debris from all area surfaces, corners, crevices, light fixtures, partition tops, window ledges, door frames, jambs, and blinds. Use treated mops and cloths to help prevent the redistribution of same in the air. Blind slats shall be individually cleaned. Remove cobwebs inside rooms, corners, and ceiling tiles.

Note: CONTRACTOR may be required to clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required so that building occupants can be notified and prepare their respective areas before cleaning begins.

6. Elevators

- a. ***General cleaning*** – Remove all finger and handprints, grease, oils, smudges or marks. Polish interior walls, ceilings, and doors inside and outside. Vacuum carpet/mop flooring and vacuum elevator door tracts. Spot clean carpet or flooring, as necessary, to remove stains and odors.

7. Stairwells, Exterior and Interior

- a. ***Staircases, balustrades and railings*** – Sweep or dust mop and wipe all staircase areas, including all railings and areas around and underneath stairs. Vacuum carpeted areas, and spot clean carpet.
- b. ***Stairwells*** – Damp mop and spot clean, as required.

8. Restrooms and Showers

- a. ***Restrooms*** – All porcelain fixtures shall be clean and bright with no dust, spots, stains, rust, mold, or encrustation of any kind or excessive moisture. Walls, floors, and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and water marks. Damp mop floors with disinfectant and remove any urine stains. Clean and disinfect interior and exterior of sanitary napkin depositories. Replace disposal bags and plastic trash liners. Clean mirrors. Install disinfectant in floor drains. Restock all dispensers.
- b. ***Showers*** – Clean and disinfect all walls, floors and curtains. Entire area shall be free of soap scum, fungi, hair, urine deposits and unpleasant odors. Floors and tiled areas shall be free of streaks and mildew.

9. Kitchen/Breakroom Areas

- a. ***General cleaning*** – Clean and disinfect all sinks, countertops, and tabletops. Fill dispensers, as required.
- b. ***Appliances*** – Degrease, disinfect and polish all appliances, including refrigerators, stoves, stove hoods, dishwashers, and microwaves, where applicable.
- c. ***Kitchen Vent Hoods Over Stoves*** – Degrease, clean and polish.

10. Miscellaneous

- a. ***Drinking Fountains*** – Clean, disinfect with an approved cleaner and polish. Fountains shall be free of trash, coffee grounds or other debris; and the nozzles shall be free from any encrustation.
- b. ***Waste and recycling dumpsters*** – Keep area around dumpsters picked up and clean.

SECTION IV: OPERATIONAL REQUIREMENTS

1. Engagement

The DISTRICT will engage Contractor as specified in this Agreement.

- a. The DISTRICT's Facility Manager is responsible for ensuring that the services meet DISTRICT's requirements and are completed to their satisfaction prior to authorizing payment. CONTRACTOR shall complete any rework at no additional cost to the DISTRICT.
- b. CONTRACTOR shall provide a dedicated Account Representative to manage the DISTRICT's account.

2. Damages

- a. CONTRACTOR shall be responsible for any damages that may result in performing services and CONTRACTOR shall repair or replace damaged items at no expense to the DISTRICT in a reasonable time-period as determined by the DISTRICT.
- b. CONTRACTOR shall make every effort to not damage or dirty any portion of the buildings, landscapes, hardscapes, or sites.
- c. CONTRACTOR shall make provisions to control runoff resulting from services as needed.
- d. CONTRACTOR shall provide replacement component elements damaged during accomplishment of contractual services.
- e. The DISTRICT assumes no liability for loss of or damage to CONTRACTOR

owned property held on DISTRICT premises.

3. Reports

CONTRACTOR shall process, discuss, and submit reports upon request, which shall include, but not be limited to:

- a. Usage Reports – Includes but shall not be limited to the cumulative contract activity and any other analytical information as mutually agreed upon.
- b. Upon request and as mutually agreed upon by District and Contractor, Contractor shall provide additional reports on items that are not contained in the reports as listed in this section.

EXHIBIT B-2 – INSURANCE REQUIREMENTS

Indemnity

Contractor shall indemnify, defend, and hold harmless the Santa Clara District Central Fire Protection District (“District”), its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by District. It is the intent of the parties to this Agreement to provide the broadest possible coverage for District. Contractor shall reimburse District for all costs, attorneys’ fees, expenses, and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend, and/or hold harmless the under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor’s indemnification of District, Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the District unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the District. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified District insurance requirements without 30 days' prior written notice of such

cancellation or change being delivered to the Santa Clara County Fire Protection District or its designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the District:

Additional Insured Endorsement, which shall read:

“Santa Clara County Fire Protection District, and members of the Board of Directors of the Santa Clara County Fire Protection District, and the officers, agents, and employees of the Santa Clara County Fire Protection District, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Santa Clara County Fire Protection District, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the District or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The District acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the District upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

EXHIBIT C – PAYMENT SCHEDULE**1. Monthly Service Rate**

Location: 1315 Dell Avenue, Campbell, CA 95008

Approximate Size: 50,000 Square Feet

Monthly Unit Price: \$28,500

2. Additional Service Rates

ADDITIONAL SERVICES			
Description		UOM	Unit Price
1	Additional Work Outside standard janitorial services as outlined in this Agreement (price per hour):	Hour	\$60.00
2*	Additional Areas: Carpet cleaning (price per square foot, \$250 minimum charge):	Square Foot	\$0.50
3*	Additional Areas: Floor stripping and waxing (price per square foot, \$250 minimum charge):	Square Foot	\$0.50
4*	Additional Areas: Scrub and Recoat (price per square foot, \$250 minimum charge):	Square Foot	\$0.50
5	Day Porter Service (price per hour)	Hour	\$60.00
6	On-Call Service (price per hour)	Hour	\$85.00

3. Payment Terms

- a. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.
- b. Invoices shall include: CONTRACTOR's complete name and remit-to address; invoice date, invoice number, and payment term; pricing per the Agreement; applicable taxes; and total cost.
- c. CONTRACTOR will remit invoices on a monthly basis.
- d. All invoices should be sent to:

Santa Clara District Central Fire Protection District
 Business Services Office
 14700 Winchester Boulevard
 Los Gatos, CA 95032
 OR EMAILED TO: accountspayable@sccfd.org

- e. CONTRACTOR shall not charge DISTRICT for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by DISTRICT.

- f. Payment is deemed to have been made on the date the DISTRICT mails the warrant or initiates the electronic fund transfer.

4. Annual Rate Increases

Upon CONTRACTOR's request, or by the DISTRICT's own action, the pricing in this Agreement may be adjusted with either decreases or increases as follows:

- a. Requests for price increases must be in writing and include the following:
 - i. Price increase amount
 - ii. Effective date of price increase
 - iii. Supporting documentation of the government- mandated increase
 - iv. Justification for price increase(s) i.e., impact on CONTRACTOR's cost
- b. CONTRACTOR shall not be entitled to a price increase unless CONTRACTOR provides District with at least sixty (60) days written notice of any proposed price increase. CONTRACTOR shall not request price increases more than once in a twelve (12) month period. Price increases authorized by the DISTRICT shall become effective upon the execution of a written amendment to the Agreement signed by both parties.

EXHIBIT D – COUNTY AGREEMENT

[Attached]



County of Santa Clara
Office of the County Executive
Procurement Department
130 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
QUALITY CLEANING PROFESSIONALS, LLC
FOR PERFORMANCE BASED JANITORIAL SERVICES**

This agreement is entered into by and between the County of Santa Clara (the "County") and Quality Cleaning Professionals, LLC ("Contractor" or "Supplier") (the "Agreement"), for Performance Based Janitorial Services.

On March 14, 2023, the Board of Supervisors approved this Agreement.

The effective date of the Agreement is April 1, 2023. The parties, intending to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE:	Performance Based Janitorial Services (for Facilities and Fleet Department)
AGREEMENT NUMBER:	CW2246496
INITIAL AWARD DATE:	April 1, 2023
AGREEMENT TERM:	April 1, 2023 through March 31, 2026, with option to renew for two additional years which may be exercised in the County's sole and absolute discretion (subject to the termination provisions set forth below).
COMMODITY NAME / CODE:	Janitorial and Custodial Services / 91039
AUTHORIZED USER:	Facilities and Fleet 1555 Berger Drive San Jose, CA 95112
COUNTY DEPARTMENT CONTACTS:	Macario Gaming, FAF Custodial Manager Facilities and Fleet Department (408) 918-2761; macario.gaming@faf.sccgov.org

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Approved: 03/14/2023

SUPPLIER: Quality Cleaning Professionals, LLC
1111 North Market Street, Suite #386
San Jose, CA 95113

SUPPLIER CONTACT: Linnea N. Willis Smith, Owner and President
(510) 589-0207; lwillis@qualitycleaningpro.com

SUPPLIER NUMBER: 1049682

PURPOSE: To establish a contract with Quality Cleaning Professionals, LLC for Performance Based Janitorial Services for the Facilities and Fleet Department

TAX STATUS: Non-Taxable Services

PAYMENT TERMS: Net 30

TOTAL AGREEMENT VALUE: **Not to Exceed \$2,300,000;** *Contractor understands that this Not to Exceed amount does not represent a commitment by County to Contractor.*

COUNTY CONTRACT ADMINISTRATOR: Jayson Mampusti, Buyer III
(408) 491-7407; jayson.mampusti@prc.sccgov.org

Chaz Miyamoto, Buyer III
(408) 491-7468; chaz.miyamoto@prc.sccgov.org

REFERENCES: The following is incorporated and constitutes a material part of the Agreement:

Exhibit A: County of Santa Clara Standard Terms and Conditions

Exhibit B: Pricing Summary and Compensation Plan

Exhibit C: Scope of Work and Requirements

Exhibit D: Designation of Sub-Contractors

Exhibit E: Insurance Requirements (B-2)

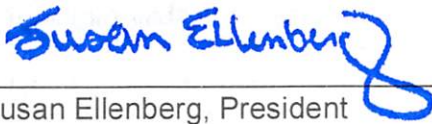
Exhibit F: County of Santa Clara Zero Waste Program

Exhibit G: County of Santa Clara Holidays

Exhibit H: County of Santa Clara Federally Required
Contract ProvisionsExhibit I: Contractor Certification of Compliance with
COVID-19 Vaccine Requirements

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA



Susan Ellenberg, President
Board of Supervisors

Date: MAR 14 2023

Signed and certified that a copy of this document
has been delivered by electronic or other means
to the President, Board of Supervisors.

ATTEST



Tiffany Lennear
Clerk of the Board of Supervisors

Date: MAR 14 2023

CONTRACTOR

DocuSigned by:

9483489FD6BE480

Print Name: Linnea Willis Smith

Title: Owner and Managing Member

Date: 3/7/2023

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

707E74E07E8345C

Robert Nakamae
Deputy County Counsel

Date: 3/7/2023

Agreement CW2246496
Between County of Santa Clara and
Quality Cleaning Professionals, LLC

EXHIBIT A

COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS

DEFINITIONS

- a. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. As between Contractor and County, all County Data shall remain the property of County.
- c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
- e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any deliverables shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

Contractor shall timely provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is

offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by the County's authorized representative.

7. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. If Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that

the County's authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the County's authorized representative shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. PAYMENT

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

16. DISALLOWANCE

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any order at any time for the convenience of the County, specifying the effective date and scope of such termination.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement or contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

18. TERMINATION FOR CAUSE

County may terminate this Agreement or any order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any order.

In the event County terminates for cause under this provision, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) days (or other specified time period by the County) to cure. If, within ten (10) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Notwithstanding any of the above, if County determines that any action by Contractor contributes to the curtailment of an essential service or pose an immediate threat to life, health, or property, County may terminate this Agreement effective immediately without penalty or opportunity to cure upon issuing either oral or written notice to the Contractor.

19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

20. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Deliverables covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of County services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

22. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the County's authorized representative or designee, who shall furnish the decision to the Contractor in writing. The decision of the County's authorized representative or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the County's authorized representative or designee's decision. The County's authorized representative or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise.

23. ACCOUNTABILITY

Contractor will be the primary point of contact for the performance of any subcontractors and assume the responsibility of all matters relating to the purchase of goods and/or services under this Agreement, including payment issues. If such or similar issues arise, the Contractor must take immediate action to correct or resolve the issues.

24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

- (1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established

pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.

- (2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee to an acquiring entity in order to continue with full use, benefit, and functionality of software licensed under this Agreement until expiration or termination.
- (3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with any Regulation applicable to the goods and/or services to be provided hereunder.

27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service ("Force Majeure Event").

Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order effective immediately, upon written notice, in the event of non-performance by Contractor because of a Force Majeure Event. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

29. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

30. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages to County owned or leased property caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

31. LIENS, CLAIMS, ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

32. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

33. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

34. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied.

Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its employees, agents and assigns against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court or other adjudicatory body awards as a result of any such claim.

35. WARRANTY

Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is nonexclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

36. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

37. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any payment adjustments set forth in any County audits. The Contractor shall pay to County the full amount determined to be due as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.

38. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

39. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

40. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

41. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

42. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

43. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

44. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California

Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor's employees, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," as part of Contractor's service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

45. SEVERABILITY

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

46. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

47. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County's authorized representative, or designee.

48. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

49. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

50. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

51. ENTIRE AGREEMENT; MERGER

This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. EXECUTION AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

53. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

54. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre-sales and post-sales support, problem resolution assistance and required information on a timely basis.

55. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the termination of this Agreement.

56. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

57. THIRD PARTY BENEFICIARIES

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

58. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Board of Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

59. LIVING WAGE

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code

Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts.

60. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the Agreement; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules.

61. CONTRACTOR TRAVEL EXPENSES

Contractor shall be solely responsible for any travel fees or out of pocket expenses.

62. INFORMATION SECURITY COMPLIANCE

(1) For purposes of this section, the following definitions shall apply:

- (A) "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability of those systems or County Data.

(B) "Independent Penetration Testing," or "pen testing," means the County's practice, by using an independent third party, of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.

(C) "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

(2) Contractor shall do all of the following:

(A) Maintain or improve upon its information security posture at the time of the County's initial Risk Assessment as reasonably determined by the County. Contractor shall provide written notice to ISO of any changes or deficiencies to its information security posture.

(B) Protect the confidentiality, integrity, and availability of the County's data and comply with any information security requirements provided to Contractor by the ISO for the entire term of the Agreement.

(C) Follow any updated security requirements for the remaining term of the Agreement if the County re-evaluates the Risk Assessment, conducts periodic audits, and/or completes annual Independent Penetration Testing.

(D) Upon discovering any Breach that could impact the County, whether caused by Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at o365-iso-team@sccconnect.onmicrosoft.com within 24 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

63. COUNTY DATA

(1) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in

substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

- (3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- (4) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

64. ACCESS TO COMPETITIVELY BID AGREEMENTS

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

If applicable, Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to

the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- (4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment, Decision, Determination, or Order" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with

– or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.
- (9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring

that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

66. LICENSE GRANT

Contractor grants to County a perpetual, non-exclusive, royalty-free, fully paid-up license to use any software provided under the Agreement for the County's government activities, which includes fulfilling its mission of providing services to the public. This includes the right to use licensed software in backup, disaster recovery, and testing environments.

67. CLICK-THROUGH AGREEMENTS AND CONTRACTOR POLICIES

(1) No provisions of any shrink-wrap or any click-through agreement (or other form of "click to accept" agreement) that may routinely accompany any products or services acquired under this Agreement shall apply in place of, or serve to modify any provision of this Agreement, even if a user or authorized officer of County purports to have affirmatively accepted such shrink-wrap or click through provisions. Without limiting the foregoing, no "terms of use," "privacy policy" or other policy on Contractor's website or application (collectively, "Policies") or another website that may routinely accompany any products or services acquired under this Agreement shall apply in place of or serve to modify any provision of this Agreement.

(2) For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap, click-through provisions or Policies (irrespective of the products or services that such provisions attach to) and any term or condition of this Agreement, the relevant term or condition of this Agreement shall govern to the extent of any such conflict. Only the provisions of this Agreement as amended from time to time, and executed by the parties, shall apply to County and or authorized user.

(3) The parties acknowledge that the County and or authorized users may be required to click "Accept" as a routine condition of access to services through the Contractor's website or other application. Such click-through provisions or Policies on Contractor's website shall be null and void for County and/or each such authorized user and shall only serve as a mechanical means for accessing such services.

68. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit I. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

Agreement CW2246496

Between County of Santa Clara and
Quality Cleaning Professionals, LLC

EXHIBIT B
PRICE SUMMARY AND COMPENSATION PLAN

Price increases are not allowed except as set forth in Exhibit C, Section IV.

LOT 3 - FACILITIES AND FLEET DEPARTMENT				
	Description	Estimated Sq. Ft.	UOM	Unit Price
1	Palo Alto Clinic, Public Defenders Office and Mental Health - 1st Floor 231 Grant Ave., Palo Alto, CA 94306	13,000	Monthly	\$8,400.00
2	District Attorney (Justice Bldg.), and Board of Supervisors Office 270 Grant Ave., Palo Alto, CA 94306	12,890	Monthly	\$8,400.00
3	Justice Building 17275 Butterfield Blvd., Morgan Hill, CA 95037	14,500	Monthly	\$6,300.00
4	Sheriff's Department, and Agriculture & Environmental Management 80 Highland Ave., San Martin, CA 95046	17,800	Monthly	\$13,000.00
5	South Yard Fleet 13600 Murphy Ave., San Martin, CA 95046	1,100	Monthly	\$1,300.00
6	San Martin Clinic 90 Highland Ave., San Martin, CA 95046	6,826	Monthly	\$5,000.00
TOTAL				\$42,400.00

ADDITIONAL SERVICES			
	Description	UOM	Unit Price
1	Additional Work Outside standard janitorial services as outlined in this solicitation (price per hour):	Hour	\$50.00
2*	Additional Areas: Carpet cleaning (price per square foot):	Square Foot	\$0.50
3*	Additional Areas: Floor stripping and waxing (price per square foot):	Square Foot	\$0.50
4*	Additional Areas: Scrub and Recoat (price per square foot):	Square Foot	\$0.50
5	Day Porter Service (price per hour)	Hour	\$50.00
6	On-Call Service (price per hour)	Hour	\$75.00

* Items 2-4: Minimum charge \$250.00

EXHIBIT C

SCOPE OF WORK AND REQUIREMENTS

Contractor shall provide Performance Based Janitorial Services to the County of Santa Clara's Facilities and Fleet Department in accordance with the terms and conditions as specified in this Agreement.

SECTION I: SITE SPECIFIC REQUIREMENTS

The County reserves the right to add/delete locations and services at any time and for any reason during the term of this Agreement.

Contractor shall provide supervision, labor, and transportation, including all machinery, tools, apparatus, and incidentals (collectively "Equipment"), reasonably necessary to perform the services as described herein. Cleaning products (paper and chemicals) will be provided by the County.

Where new locations are added or additional services are required at the County during the term of the Agreement, the County location manager(s) will meet with the Contractor to review the requirements and the rates. An amendment to the Agreement may need to be executed.

Location No.	Location Description
FAF-1	Palo Alto Clinic, Public Defenders Office and Mental Health 1st Floor, 231 Grant Ave., Palo Alto, CA 94306
	General Description: Palo Alto Clinic, Public Defenders Office and Mental Health has approximately 13,000 square feet of floor space to be maintained.
	Scope of Work:
	1. Daily Service (Monday through Friday)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	• Clean and sanitize fixtures, polish chrome fittings.
	• Sweep, wet mop and sanitize floors.
	• Wash walls and partitions.
	• Clean and sanitize mirrors, shelves, doors jams, and handles.
	• Empty trash receptacles; replace liners.
	• Clean and sanitize toilet seats, commodes, and urinals.
	• Clean and sanitize sinks, faucets, countertops, and mirrors.
	• Clean and fill soap, paper towel and toilet tissue dispensers.
	• Empty and sanitize sanitary napkin receptacles.
	• Restock sanitary napkins and tampons.
	• Clean doors and door jams
	• Pour water down floor drains.

<ul style="list-style-type: none"> • High dust (vacuum) ceiling vents.
b) Common Areas
<ul style="list-style-type: none"> • Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.
<ul style="list-style-type: none"> • Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
<ul style="list-style-type: none"> • Sweep, wet mop, or vacuum all floors.
<ul style="list-style-type: none"> • Clean all tables, chairs and countertops.
<ul style="list-style-type: none"> • Clean and polish all sinks and appliance work top surfaces and front face.
<ul style="list-style-type: none"> • Properly arrange all furniture.
<ul style="list-style-type: none"> • Change lights and clean covers.
<ul style="list-style-type: none"> • Clean doors, door jams
<ul style="list-style-type: none"> • Clean windows and blinds inside and out
<ul style="list-style-type: none"> • Clean vents
<ul style="list-style-type: none"> • Clean drinking fountains
2. Weekly Service
The following services are required and shall include, but not be limited to:
a) Office Areas
<ul style="list-style-type: none"> • High dust (vacuum) overhead vents and ledges.
<ul style="list-style-type: none"> • Dust window blinds and spot clean windows.
<ul style="list-style-type: none"> • Hand dust counters, file cabinets, desks, chairs, tables and other office furniture.
<ul style="list-style-type: none"> • Hand dust all ledges and flat surfaces within reach.
<ul style="list-style-type: none"> • Remove fingerprints and marks from woodwork, walls, doors, doorknobs, and partition glass, or, if needed, wash and sanitize.
<ul style="list-style-type: none"> • Sweep and mop all tile floors.
<ul style="list-style-type: none"> • Detail Vacuum all carpeted areas
<ul style="list-style-type: none"> • Spot clean carpet.
<ul style="list-style-type: none"> • Spot clean carpet.
<ul style="list-style-type: none"> • Clean doors and door jams
<ul style="list-style-type: none"> • Keep janitorial closet neat and clean at all times.
<ul style="list-style-type: none"> • Upon completion of work, leave only designated lights on.
<ul style="list-style-type: none"> • Check windows, doors, etc., prior to leaving building.
<ul style="list-style-type: none"> • Replace lights and wipe down light covers.
<ul style="list-style-type: none"> • Report broken fixtures or other problems.
<ul style="list-style-type: none"> • Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday, and Friday.

Location No.	Location Description
FAF-2	District Attorney (Justice Bldg.), and Board of Supervisors Office 270 Grant Ave., Palo Alto, CA 94306
	General Description: District Attorney (Justice Bldg.) approximately 12,890 square feet of floor space to be maintained.
	Scope of Work:
	1. Daily Service (Monday through Friday)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	• Clean and sanitize fixtures; polish chrome fittings.
	• Sweep, wet mop and sanitize floors.
	• Wash walls and partitions.
	• Clean and sanitize mirrors, shelves, doors, jams and handles.
	• Empty trash receptacles; replace liners.
	• Clean and sanitize toilet seats, commodes and urinals.
	• Clean and sanitize sinks, faucets, countertops and mirrors.
	• Clean and fill soap, paper towel and toilet tissue dispensers.
	• Empty and sanitize sanitary napkin receptacles.
	• Restock sanitary napkins and tampons.
	• Clean doors and door jams
	• Pour water down floor drains.
	• High dust (vacuum) ceiling vents.
	b) Common Areas
	• Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.
	• Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
	• Sweep, wet mop, or vacuum all floors.
	• Clean all tables, chairs and countertops.
	• Clean and polish all sinks and appliance work top surfaces and front face.
	• Properly arrange all furniture.
	• Change lights and clean covers.
	• Clean doors, door jams
	• Clean windows and blinds inside and out
	• Clean vents
	• Clean drinking fountains
	• Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday and Friday.
	2. Once a Week Service

The following services are required and shall include, but not be limited to:

a. Office Areas

- High dust (vacuum) overhead vents and ledges.
- Dust window blinds and spot clean windows.
- Hand dust counters, file cabinets, desks, chairs, tables and other office furniture.
- Hand dust all ledges and flat surfaces within reach.
- Remove fingerprints and marks from woodwork, walls, doors, doorknobs and partition glass, or, if needed, wash and sanitize.
- Sweep and mop all tile floors.
- Detail Vacuum all carpeted areas
- Spot clean carpet.
- Clean doors and door jams
- Keep janitorial closet neat and clean at all times.
- Upon completion of work, leave only designated lights on.
- Check windows, doors, etc., prior to leaving building.
- Replace lights and wipe down light covers.
- Report broken fixtures or other problems.

b) Sweep entrance areas along front and sides of facility

3. Monthly (2nd Wednesday of every Month)

1st floor - Board of Supervisors Office

The following services are required and shall include, but not be limited to:

a) Office Area

- High dust (vacuum) overhead vents and ledges.
- Dust window blinds and spot clean windows.
- Hand dust counters, file cabinets, desks, chairs, tables and other office furniture.
- Hand dust all ledges, walls and flat surfaces.
- Wash and sanitize, remove fingerprints and marks from woodwork, walls and partition glass.
- Sweep and mop all tile floors.
- Detail vacuuming of all carpeted areas including corners; spot clean carpet as needed.
- Clean and sanitize doors, doorknobs and door jams.
- Empty wastebaskets and replace liners and place for disposal in outside dumpsters (waste/recycle/compost).
- Change lights and clean light covers.

b) Sweep entrance areas along front and sides of facility

Location No.	Location Description
FAF-3	Justice Building 17275 Butterfield Blvd., Morgan Hill, CA 95037
FAF-4	Sheriff's Department, and Agriculture & Environmental Management 90 Highland Ave., San Martin, CA 95046
FAF-5	South Yard Fleet 13600 Murphy Ave., San Martin, CA 95046
	<p>General Description: The following locations have approximate estimates of square feet of floor space to be maintained:</p> <ul style="list-style-type: none"> • Justice Building - 17275 Butterfield Blvd., Morgan Hill (14,500 sq. ft.) • Sheriff's Department, and Agriculture & Environmental Management - 80 Highland Ave., San Martin (17,800 sq. ft.) • South Yard Fleet - 13600 Murphy Ave., San Martin (1,100 sq. ft.)
	Scope of Work:
	1. Daily Service
	<ul style="list-style-type: none"> • Justice Building (3 days/week)
	<ul style="list-style-type: none"> • Sheriff's Department, and Agriculture & Environmental Management (5 days/week)
	<ul style="list-style-type: none"> • South Yard Fleet (3 days/week)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	<ul style="list-style-type: none"> • Clean and sanitize fixtures; polish chrome fittings.
	<ul style="list-style-type: none"> • Sweep, wet mop and sanitize floors.
	<ul style="list-style-type: none"> • Wash walls and partitions.
	<ul style="list-style-type: none"> • Clean and sanitize mirrors, shelves, doors, jams and handles.
	<ul style="list-style-type: none"> • Empty trash receptacles; replace liners.
	<ul style="list-style-type: none"> • Clean and sanitize toilet seats, commodes and urinals.
	<ul style="list-style-type: none"> • Clean and sanitize sinks, faucets, countertops and mirrors.
	<ul style="list-style-type: none"> • Clean and fill soap, paper towel and toilet tissue dispensers.
	<ul style="list-style-type: none"> • Empty and sanitize sanitary napkin receptacles.
	<ul style="list-style-type: none"> • Restock sanitary napkins and tampons.
	<ul style="list-style-type: none"> • Clean doors and door jams
	<ul style="list-style-type: none"> • Pour water down floor drains.
	<ul style="list-style-type: none"> • High dust (vacuum) ceiling vents.
	b) Common Areas
	<ul style="list-style-type: none"> • Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.

	<ul style="list-style-type: none"> Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
	<ul style="list-style-type: none"> Sweep, wet mop, or vacuum all floors.
	<ul style="list-style-type: none"> Clean all tables, chairs and countertops.
	<ul style="list-style-type: none"> Clean and polish all sinks and appliance work top surfaces and front face.
	<ul style="list-style-type: none"> Properly arrange all furniture.
	<ul style="list-style-type: none"> Change lights and clean covers.
	<ul style="list-style-type: none"> Clean doors, door jams
	<ul style="list-style-type: none"> Clean windows and blinds inside and out
	<ul style="list-style-type: none"> Clean vents
	<ul style="list-style-type: none"> Clean drinking fountains
	<ul style="list-style-type: none"> Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday and Friday.
	2. Once a Week Service
	The following services are required and shall include, but not be limited to:
	a. Office Areas
	<ul style="list-style-type: none"> High dust (vacuum) overhead vents and ledges.
	<ul style="list-style-type: none"> Dust window blinds and spot clean windows.
	<ul style="list-style-type: none"> Hand dust counters, file cabinets, desks, chairs, tables and other office furniture.
	<ul style="list-style-type: none"> Hand dust all ledges and flat surfaces within reach.
	<ul style="list-style-type: none"> Remove fingerprints and marks from woodwork, walls, doors, doorknobs and partition glass, or, if needed, wash and sanitize.
	<ul style="list-style-type: none"> Sweep and mop all tile floors.
	<ul style="list-style-type: none"> Detail Vacuum all carpeted areas
	<ul style="list-style-type: none"> Spot clean carpet.
	<ul style="list-style-type: none"> Clean doors and door jams
	<ul style="list-style-type: none"> Keep janitorial closet neat and clean at all times.
	<ul style="list-style-type: none"> Upon completion of work, leave only designated lights on.
	<ul style="list-style-type: none"> Check windows, doors, etc., prior to leaving building.
	<ul style="list-style-type: none"> Replace lights and wipe down light covers.
	<ul style="list-style-type: none"> Report broken fixtures or other problems.
	b) Sweep entrance areas along front and sides of facility

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Location No.	Location Description
FAF-6	San Martin Clinic 80 Highland Ave., San Martin, CA 95046
	General Description: San Martin Clinic has approximately 6,826 square feet of floor space to be maintained.
	Scope of Work:
	1. Daily Service (Monday through Friday)
	The following services are required and shall include, but not be limited to:
	a) Restrooms
	• Clean and sanitize fixtures; polish chrome fittings.
	• Sweep, wet mop and sanitize floors.
	• Wash walls and partitions.
	• Clean and sanitize mirrors, shelves, doors, jams and handles.
	• Empty trash receptacles; replace liners.
	• Clean and sanitize toilet seats, commodes and urinals.
	• Clean and sanitize sinks, faucets, countertops and mirrors.
	• Clean and fill soap, paper towel and toilet tissue dispensers.
	• Empty and sanitize sanitary napkin receptacles.
	• Restock sanitary napkins and tampons.
	• Clean doors and door jams
	• Pour water down floor drains.
	• High dust (vacuum) ceiling vents.
	b) Common Areas
	• Empty wastebaskets (Waste/Recycle) from Public/Common Area; wipe lids; replace liners.
	• Place for disposal or recycling. (If County implements composting program in the future, empty compost bin each day.) in all kitchens, meeting rooms, lobbies, entrances inside, outside and break rooms:
	• Sweep, wet mop, or vacuum all floors.
	• Clean all tables, chairs and countertops.
	• Clean and polish all sinks and appliance work top surfaces and front face.
	• Properly arrange all furniture.
	• Change lights and clean covers.
	• Clean doors, door jams
	• Clean windows and blinds inside and out
	• Clean vents

<ul style="list-style-type: none"> • Clean drinking fountains • Dispose of trash and recycle materials in respective buildings' dumpsters on Monday, Wednesday and Friday.
2. Once a Week Service
The following services are required and shall include, but not be limited to:
a. Office Areas
<ul style="list-style-type: none"> • High dust (vacuum) overhead vents and ledges. • Dust window blinds and spot clean windows. • Hand dust counters, file cabinets, desks, chairs, tables and other office furniture. • Hand dust all ledges and flat surfaces within reach. • Remove fingerprints and marks from woodwork, walls, doors, doorknobs and partition glass, or, if needed, wash and sanitize. • Sweep and mop all tile floors. • Detail Vacuum all carpeted areas • Spot clean carpet. • Clean doors and door jams • Keep janitorial closet neat and clean at all times. • Upon completion of work, leave only designated lights on. • Check windows, doors, etc., prior to leaving building. • Replace lights and wipe down light covers. • Report broken fixtures or other problems.
b) Sweep entrance areas along front and sides of facility

SECTION II: BUSINESS REQUIREMENTS

A. Confidentiality

- A1. "Confidential Information" will mean any and all tangible and intangible information, whether written, oral or in any other medium, originated by or uniquely within the knowledge of the County and not generally available to third parties. Confidential Information may include, without limitation, any and all network diagrams, network schematics, network and system documentation, network address information, system and device configurations, trade secrets, data captured from a County network or information system, financial information, know-how, designs, methodologies, processes, manuals, marketing information, price lists, customer lists, supplier lists, employee information, facility infrastructure, computer programs, and systems designs.
- A2. Contractor's obligations to protect the confidentiality of County's Confidential Information will continue in full force and effect until the conclusion the termination or expiration of the, and the obligations with respect to the

- treatment of all Confidential Information survive termination or expiration of Agreement.
- A3. The Confidential Information shall remain the exclusive property of the County.
- A4. Contractor shall and maintain the Confidential Information in accordance with the following terms and conditions.
- Contractor shall treat all Confidential Information as confidential and not use or disclose the Confidential Information to any third party. Contractor shall keep the Confidential Information in strict confidence, using the same standard of care as it does with respect to its own Confidential Information, but in no event less than a reasonable degree of care
 - Contractor shall not make any copies, keep copies, maintain copies, use, or disclose the Confidential Information.
- A5. Contractor shall take appropriate action to address any incident of unauthorized access to or use of Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to or use of Confidential Information, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.
- A6. Should Contractor use or disclose Confidential Information to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

B. Security Clearance

- B1. Prior to beginning services, all contractor employees, agents, representatives, and volunteers (collectively, "contractor personnel"), working in person with County of Santa Clara Sheriff's Office (Sheriff) clients are required to obtain, at contractor's or their own expense, a Department of Justice background clearance (Live Scan). The Sheriff will not be held liable for any employment issues or concerns that result from the security clearance process. If the results of the background check are unfavorable, Sheriff will notify contractor. If contractor is unable to assign personnel who can successfully complete the background process, Sheriff may terminate the Agreement.
- B2. Contractor personnel shall complete the following steps to obtain a background clearance:
1. Contact the Sheriff Programs liaison at (408) 586-5626 to obtain a background clearance application.

2. Contact the County of Santa Clara Sheriff's Office to make a Live Scan appointment. The Sheriff's Office can be contacted as follows:
 - i. by phone: (408) 808-4760
 - ii. via their website
<http://www.sccgov.org/sites/sheriff/Pages/livescan.aspx>
 3. County will contact contractor once the results of the background clearance have been received.
- B3. Prior to beginning services, all contractor personnel with unescorted access to the Facility must sign the CLETS Employee/Volunteer Statement.

C. Prison Rape Elimination Act (PREA)

- C1. Contractor shall comply with the Sheriff's zero-tolerance policy related to the sexual assault or rape of inmates, or sexual misconduct toward any inmate housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law.
- C2. All of Contractor's employees, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with inmates, shall attend and successfully complete all staff training(s) related to PREA within ninety days of approval of any permanent two-year jail clearance (initial PREA training) and at least every two years (refresher PREA trainings).
- C3. The County shall provide the training(s) at no cost to Contractor.
- C4. Contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.
- C5. The County will provide a document titled "Department PREA Policy & Acknowledge Statement" to Contractor's employees, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with inmates. Everyone who receives the document shall sign the acknowledgment form. Signed forms will be retained by the Sheriff.

D. Zero Tolerance Policy (ZTP) for sexual misconduct

Contractor shall comply with the Probation Department's ZTP relating to preventing, detecting, monitoring, investigating, and eradicating sexual abuse, sexual assault, rape of residents, or sexual misconduct toward any residents housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law.

E. Holidays

Current Holidays are listed in this Agreement's Exhibit G – County of Santa Clara Holidays. If the scheduled service date is on a County holiday, the site County Facility Manager will determine whether Contractor will be required to make up the time or to

continue to work on the next scheduled day after the holiday. Contractor shall not be paid for work scheduled but not performed on a holiday.

F. Work Schedule

Contractor shall perform services according to the frequency as indicated in this Agreement. From time to time, and for any reason, the County may add or delete and/or make changes to the services and/or service locations. The County will give Contractor two (2) weeks advance notice if there are any changes to services or service locations.

The County shall designate a County Facility Manager at each Service location. Within five (5) days of the commencement date of the Agreement, Contractor and County Facility Manager will finalize the specific dates and times for each service location. Work shall commence immediately after Contractor receives all required security clearances.

Throughout the term of the Agreement, Contractor shall:

- a. Provide a supervisor who understands the work to be performed at each Service location.
- b. Provide training and re-training, if necessary, to all cleaning staff on the proper technique and services to be performed at each Service location.
- c. Perform quality control and assurance that the work is completed according to the Agreement.

G. County Owned and Inventory of Supplies and Equipment

- G1. Contractor to receive, inventory and store the materials in County designated stock rooms/shelves.
- G2. The County shall provide, and Contractor shall restock feminine hygiene products, as required. County shall retain all proceeds from the sale of feminine hygiene products.
- G3. All cleaning products shall be properly labeled.
- G4. County shall provide at its expense all utilities, including lights, power and water.
- G5. Replacement restroom product dispensers, if required, will be provided by the County or the building owner.
- G6. County will provide supplies and chemicals to be used by Contractor during the duration of the Agreement.
- G7. Contractor must e-mail a supply request to County Facilities (Custodial Supervisor) for the supplies they will need for different County Facilities that they are directly responsible for. Facilities will purchase the supplies to be delivered to Contractor's sites/locations. Contractor shall receive the supplies, restock the supplies at County locations, and provide a copy of the packing slip to Facilities once the supply order has been received so that Facilities can confirm quantity of supplies delivered.

H. Building Security

- H1. Keys to County's building/sites requiring janitorial service will be provided to Contractor. Contractor shall guarantee that the buildings/sites are securely locked at all times during and after work is performed. Lost keys shall be immediately reported to the County Facility Manager. County will charge Contractor \$50.00 for each lost key. Furthermore, Contractor shall reimburse County for all associated costs of re-keying any or all locks.
- H2. Contractor's employees shall NOT set off, or fail to reset, a building alarm, as instructed. Such false alarms or failure to reset an alarm may cause the County to incur damages, and Contractor shall be charged a minimum amount of One Hundred Fifty Dollars (\$150.00) or actual cost of damages per event.
- H3. Contractor's employees shall not prop open building doors. If a situation requires doors to be propped open (i.e., delivery of equipment, etc.), Contractor's employees shall ensure attendance and responsibility by Contractor's employees at doors propped open at all times when propped open.

I. Supervision

- I1. Contractor's location supervisor or team lead shall be available during all scheduled cleaning hours and special work assignments at a County facility. This individual shall speak, read, write, and understand English. All direction given to Contractor's supervisor/team lead shall be as binding as if given to Contractor.
- I2. While performing work under this Agreement, Contractor's supervisor/team lead and any other assigned staff shall carry a Contractor issued cell phone by which County staff shall be able to communicate with him/her. Other janitorial staff, at a minimum, should carry communication devices and may use County phones to respond to work related issues.
- I3. Contractor shall provide to each County Facility Manager a list of all Contractor's staff assigned to that work site and evidence of security clearance documentation as required by the department. The list shall include name, address, and driver's license number and the employee's work schedule and assignment.

J. Training

Contractor shall provide ongoing training for all of Contractor's staff. Training programs shall include, but are not limited to, quality standards, task definitions, IPP plans (Injury and Illness Prevention Program), SDS sheets (Safety Data Sheets), Cal-OSHA (California Occupational Safety and Health Administration) regulations, Green Cleaning, COVID-19, or any health pandemic related, and all other applicable safety regulations. Upon request, Contractor shall provide the County a report showing the training

provided for the janitorial staff working at County locations during the term of the Agreement.

K. Employee Conduct

Contractor employees shall report all lost and found items to the respective County Facility Manager. Such items are to be tagged with information specifying the date, time, building, room number and the name of the individual who found the item.

Employees of Contractor, while performing work under this Agreement, SHALL NOT, at a minimum:

- K1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
- K2. Remove any County property, equipment, monies, forms or any other item belonging to an employee of the County from County facilities.
- K3. Engage in horseplay or loud boisterous behavior.
- K4. Be under the influence of alcohol or drugs.
- K5. Gamble.
- K6. Smoke in any building, or anywhere such that employees of Contractor are not in compliance with the County's No Smoking Policy,
- K7. Turn on or use any electronic equipment (computers, typewriters, radios, etc.) other than those supplied by Contractor. If listening to media devices using ear buds/earphones, the decibel level shall be at an acceptable level such that the Contractor's employees can perform services without disruption and/or distraction to themselves or personnel in the immediate area. If requested by County personnel to reduce the decibel level or discontinue use of the media device, Contractor's employee shall do so immediately.
- K8. Use any County telephone except those designated by each building County Facility Manager for the performance of services under Agreement.
- K9. Open any desk, file cabinet or storage cabinet.
- K10. Remove any article from desks.
- K11. Consume any food or beverage other than that brought with or purchased by the employee.
- K12. Consume any food or beverage in any area NOT designated as a break or lunchroom.
- K13. Engage in non-work-related conversations with County employees or visitors.

L. Employee Removal

- L1. Contractor shall remove from service any employee of Contractor who, in the opinion of the County Facility Manager, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, dangerous, insubordinate, and/or disruptive, does not comply with rules and regulations of the County, or who is otherwise objectionable.
- L2. Contractor shall not interpret such removal as a request by County for dismissal of or other disciplinary action against the employee; and such removal shall not be the basis of any claim for compensation or damages against the County by Contractor or Contractor's employee, or any of its officers, employees or agents.

M. Employee Appearance and Identification

- M1. Contractor's personnel shall present a neat appearance and be easily recognized as Contractor's employees. Contractor shall provide each employee with a picture identification badge and uniform. The identification badge shall include the employee's photograph, name, employee number and Contractor's name, and be displayed on the front of the employee's uniform.
- M2. Contractor shall ensure that all of its employees wear uniforms to which Contractor's business name and/or logo have been affixed, and identification badge at all times while performing services.
- M3. Any employee who fails to meet this requirement may be asked to leave County service location(s). Should this occur, the County will not compensate the Contractor for Contractor's employee's lost time.

N. Reporting Inspection

- N1. The County Facility Managers will monitor the work and communicate directly with the Contractor's site supervisor/team lead on any issues or concerns. Contractor's site supervisors/team leads shall conduct monthly inspections of all locations and provide a copy of his/her report on conditions to each County Facility Manager. If at any time, the services performed do not conform to the specifications and requirements of the Agreement, the County shall have the right to require the Contractor to immediately perform the services defined below in letter S and in Section III, Site Specific Requirements, at no increase in the total contractual amount.
- N2. In the event the Contractor fails to perform the services promptly and correctly the County shall have the right to (i) reduce the Agreement pricing, (ii) short-pay or assess a penalty to reflect the reduced value of services, and/or (iii) have the services performed by another janitorial service company and charge the Contractor for cost incurred by the County to have another janitorial company perform the services.

- N3. If and when unusual circumstances arise, Contractor shall provide a report to the County Facility Manager the day of the occurrence. Examples of unusual circumstances include, but are not limited to, the observance of suspicious persons around a County facility and the discovery of inoperable lighting in a County facility.
- N4. Contractor shall notify the County Facility Manager within 24 hours, or no later than the following day, upon finding any broken fixture, restroom product dispenser, or any other problem that requires building maintenance or repair. Failure to provide the County with timely notification of such problems may be cause for County to make invoice deductions for failure to comply with the terms of the Agreement.
- N5. Contractor employees shall immediately report to the County Facility Manager any abnormalities, hazardous conditions, or immediately dangerous conditions found at County service locations during the course of performing services, such as; fire, water leaks, vandalism, graffiti, or broken windows, and mechanical, plumbing, electrical, and structural deficiencies.

O. Unplanned Work

- O1. "Unplanned Work" is defined as any work outside of a County Department's agreed-upon cleaning schedule. If Unplanned Work is required by the County, Contractor shall provide the necessary staff to complete the work as instructed by the County.
- O2. Unplanned Work shall require a shortened Contractor response time of two (2) to four (4) hours, depending upon the nature of said work. Contractor shall have sufficient labor and call-out procedures to ensure that staffing is available for this type of unplanned requirement. The County is aware that additional expense may be incurred due to the Unplanned Work. Fees shall be agreed upon by both parties prior to commencement of work. Contractor shall perform no extra or additional work not specified in Exhibit C, Section I, Site Specific Requirements, unless agreed in writing by County. Extra work to which County has not agreed in advance in writing will not be compensated by County.

P. Care and Support of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's service location supervisor/team lead. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the County's Communication Center by dialing 911 and shall then notify the County Facility Manager as quickly as possible.

Q. Work Performance

Contractor shall adhere to the highest quality standards of the janitorial profession, County's cleaning standards and County's Green Cleaning Policy. Contractor shall

guarantee that services are completed according to schedule. Each County Facility Manager shall monitor the services performed and will promptly notify Contractor, if services need to be re-performed. Any re-performance of services shall be done at the Contractor's own expense and completed in the time as agreed upon by both parties.

R. Storage

Janitorial closets located in County service locations may be used by Contractor and shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any County janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to County staff, the public, or Contractor's employees. All containers shall be properly labeled. Contractor's service location supervisor/team lead shall maintain an equipment inventory, and a copy shall be given to the County, upon request.

S. Warranty

Contractor shall warrant and represent that services performed under Agreement comply with all specifications and that workmanship is free from defects. If any portion of the work has not been completely described in this Agreement, it shall comply with nationally recognized codes and established industry standards. Contractor agrees that the aforementioned warranties and representations shall be in addition to any warranties provided by law or offered by Contractor.

T. Subcontractors

- T1. Contractor must notify the County of the use of any subcontractors during the term of this Agreement.
- T2. Contractor is solely responsible for its subcontractors' provision of services to the County on all County premises.
- T3. Contractor will coordinate with its subcontractors on all activities for the County to ensure efficient and orderly services, including but not limited to delivery and installation of products.
- T4. Contractor shall assume full responsibilities for the actions, omissions and errors of subcontractors listed Exhibit D - Designation of Subcontractors. No change in subcontractor shall be permitted without prior written approval from the County. Changes in subcontractors without prior written consent from the County may result in the cancellation of this Agreement.

SECTION III: CLEANING REQUIREMENTS AND SPECIFICATIONS

1. Definitions

1a. Clean – The act of removing dirt and other impurities from a surface, if required.

1b. Damp mop – Using a moist mop to remove all dirt, dust, spots, streaks, stains,

smudges, litter, gum, hard water deposits and other extraneous matter from a floor or similar surface.

- 1c. Dispenser** – A mechanical device attached to a restroom wall or partition which is used to dispense soap, towels, feminine hygiene products, toilet paper, toilet seat covers, etc.
- 1d. Disinfect** – Cleaning in a manner that destroys harmful micro-organisms by the application of an approved “green” chemical agent.
- 1e. Fixture** – Toilets, urinals, sinks (including faucets), counters and backsplashes or any other device attached to a restroom wall, floor or ceiling.
- 1f. Hand wipe** – Using a damp cloth, wipe designated surface to remove all dirt, dust, lint, spots, smudges, etc.
- 1g. Hard Surface Floors** - Brick, terrazzo, ceramic tile, marble, etc.
- 1h. Partition** – A barrier between restroom stalls and walls or dividers within a Service location that do not touch the ceiling.
- 1i. Sanitize** – To bring to a state of cleanliness.
- 1j. Scrub** – Vigorous cleaning performed by machine or by hand with a scrub brush.
- 1k. Spot Clean** – Cleaning areas that contain dirty spots, fingerprints, stains, smudges, etc., with an approved “green” cleaner without causing discoloration, staining or damage.
- 1l. Spray Buff** – A method of touching-up areas of flooring where the finish has worn. Using a floor polishing machine, synthetic fiber pad and spray equipment, worn areas are sprayed with a fine mist of 50% water and 50% floor finish and immediately buffed.
- 1m. Traffic Areas** - Main entries and all doors, elevator lobbies, elevators, areas where food is available, main corridors in buildings and open landscaped areas.
- 1n. Wet Mop** – Same as “damp mop” except that the mop is soaked with water to remove gum, tar, and similar substances a floor or similar surface.
- 1o. Wipe** – See Hand Wipe.
- 1p. Tile Floor** – All ceramic and vinyl tile, rubber, linoleum or other sheet flooring products which are affixed to sub-flooring with mastic or adhesive.
- 1q. Vacuum** – Completely removing lint, dust, loose soil, and debris from a surface, using an industrial vacuum cleaner.

2. Carpet Care

- 2a. Vacuum traffic areas** –Vacuum thoroughly so that carpeted areas are free of all visible litter and soil. Move all chairs, trashcans and other easily removable items, and vacuum underneath. Hand wipe all baseboards.
- 2b. Vacuum all areas, including edges and corners** – Vacuum thoroughly so that carpeted areas are free of all visible litter and soil. Move all chairs, trash cans and other easily removable items; and vacuum underneath. Hand wipe baseboards. Tears, burns, or raveling shall be brought to the attention of the County in writing.
- 2c. Spot clean traffic areas** –Spot clean, as needed, with an approved “green” cleaner and/or solvent, hot water steam and vacuum extraction system.
- 2d. Steam clean carpet** – Vacuum all areas to be cleaned. Pre-treat all spots with an approved “green” cleaner before cleaning. Steam cleans all carpets using an approved “green” cleaner and/or solvent, hot water steam and an industrial vacuum extraction system. Cover cleaned, but wet, traffic areas with paper until dry. Use ventilating fan dryers to hasten drying time in heavy-use areas. Use water-resistant coated pads under furniture.
- 2e. Rugs** - After thoroughly vacuuming, clean all rugs so they are free of dust balls, dirt and other debris.

Note: Contractor will often be required to steam-clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required, so that building occupants can be notified and prepare their respective areas before cleaning begins.

3. Doors and Entrances

- 3a. Clean and polish doors and entrances** – Clean with an approved “green” cleaner and polish interior and exterior surfaces to a height of 8’, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas. On a regular basis, inspect all doors and entrances; and clean doors and entrances across the entire width of the entrance front, as required.
- 3b. Spot clean walls, doors, and molding** – On a regular basis, inspect all walls, doors, and moldings; and spot clean, as required.

4. Glass, Mirrors and Windows

- 4a. Glass and window cleaning (building entrances, lobby areas, staircases and glass building fronts)** – Clean all interior and exterior glass surfaces to a height of 8’ with an approved “green” soap solution. When task is complete,

glass shall be free of dirt, grime, streaks, smudges, cobwebs, fingerprints and excessive moisture and shall not be cloudy. When glass is part of an entrance area, clean across the entire width of the entrance front, if required.

4b. Glass and window cleaning, interior/exterior all areas (including skylights, glass blocks) – Clean all interior and exterior glass surfaces with an approved “green” soap solution. Inspect all glass surfaces; and remove any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas, as required. Sash glass moved during the cleaning operation shall be returned to its original position. Cleaning shall include window sashes, sills and woodwork which shall be thoroughly wiped free of any drippings and watermarks.

4c. Safety – Window cleaning operations shall be performed in accordance with all federal, state and local laws and regulations with special attention to any applicable safety requirements.

4d. Mirrors – Clean mirrors to streak-free condition.

Note: Contractor may be required to clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required, so that building occupants can be notified and prepare their respective areas before cleaning begins.

5. Dusting

5a. Dusting (up to 60’’) - Remove all accumulated dust, dirt, debris and cobwebs from all surfaces, corners, shelving crevices, office desks, bookcases, tables, picture frames, partition tops, window ledges and baseboards. Use treated mops and cloths to help prevent the redistribution of same into the air. Dust desktops only if papers have been removed.

5b. Routine High Dusting (above 60’’) – Remove accumulated dust and cobwebs in high corner areas, HVAC vents and ledges and light fixtures.

5c. Periodic High Dusting (above 60’’) – Remove all accumulated dust, dirt and debris from all area surfaces, corners, crevices, light fixtures, partition tops, window ledges, door frames, jambs, and blinds. Use treated mops and cloths to help prevent the redistribution of same in the air. Blind slats shall be individually cleaned. Remove cobwebs inside rooms, corners, and ceiling tiles.

Note: Contractor may be required to clean these areas after normal business hours (Monday through Friday) and/or during the weekends. An approved schedule will be required so that building occupants can be notified and prepare their respective areas before cleaning begins.

6. **Waste, Food and Wet Paper, and Recycling Receptacles**

Contractor must comply with the County's Zero Waste Program. Refer to Exhibit F of this Agreement.

7. **Elevators**

General cleaning – Remove all finger and handprints, grease, oils, smudges or marks. Polish interior walls, ceilings, and doors inside and outside. Vacuum carpet and elevator door tracts. Spot clean carpet or flooring, as necessary, to remove stains and odors.

8. **Stairwells, Exterior and Interior**

8a. Staircases, balustrades and railings – Sweep or dust mop and wipe all staircase areas, including all railings and areas around and underneath stairs. Vacuum carpeted areas, and spot clean carpet.

8b. Stairwells – Damp mop and spot clean, as required.

9. **Restrooms and Showers**

9a. Restrooms – All porcelain fixtures shall be clean and bright with no dust, spots, stains, rust, mold, or encrustation of any kind or excessive moisture. Walls, floors, and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and water marks. Damp mop floors with disinfectant and remove any urine stains. Clean and disinfect interior and exterior of sanitary napkin depositories. Replace disposal bags and plastic trash liners. Clean mirrors. Install disinfectant in floor drains. Restock all dispensers.

9b. Showers – Clean and disinfect all walls, floors and curtains. Entire area shall be free of soap scum, fungi, hair, urine deposits and unpleasant odors. Floors and tiled areas shall be free of streaks and mildew.

10. **Kitchen/Breakroom Areas**

10a. General cleaning – Clean and disinfect all sinks, countertops, and tabletops. Fill dispensers, as required.

10b. Appliances – Degrease, disinfect and polish all appliances, including refrigerators, stoves, stove hoods, dishwashers, and microwaves, where applicable.

10c. Kitchen Vent Hoods Over Stoves – Degrease, clean and polish.

11. **Miscellaneous**

11a. Drinking Fountains – Clean, disinfect with an approved "green" cleaner and

polish. Fountains shall be free of trash, coffee grounds or other debris; and the nozzles shall be free from any encrustation.

11b. Ashtrays – Remove cigarette butts from all ash trays/sand urns. Receptacles located outside shall be clean and odor-free. Install a plastic liner of the appropriate size and strength, if required.

11c. Entrances – Empty any trash receptacles adjacent to entrances to the building.

11d. Waste and recycling dumpsters – Keep area around dumpsters picked up and clean.

SECTION IV: OPERATIONAL REQUIREMENTS

1. County end user departments requiring services will engage Contractor as specified in this Agreement.

1.1 The end user department's detailed work order or service request shall be specified in a Contract Release Purchase Order (CRPO) that will be supplied to the Contractor.

1.2 The County's project coordinators are responsible for ensuring that the services meet their requirements and are completed to their satisfaction prior to authorizing payment. Contractor shall complete any rework at no additional cost to the County.

1.3 Contractor shall provide a dedicated Account Representative to manage the County's account.

2. Annual Rate Increases

2.1 Upon Contractor's request, or by the County's own action, the pricing in this Agreement may be adjusted with either decreases or increases as follows:

2.1.1 If a County or government-mandated wage increases, such as Living Wage, applies to Contractor's performance under this Agreement, Contractor may request an increase, provided that overall costs to the Contractor increased based on the County Living Wage policy per fiscal year and that such cost increase was not known or reasonably known to Contractor at the time of award.

2.1.2 Requests for price increases must be in writing and include the following:

2.1.2.1 Price increase amount

2.1.2.2 Effective date of price increase

2.1.2.3 Supporting documentation of the County or government-mandated increase

2.1.2.4 Justification for price increase(s) i.e., impact on Contractor's cost

2.1.3 Contractor shall not be entitled to a price increase unless Contractor provides County with at least sixty (60) days written notice of any proposed price increase. Contractor shall not request price increases more than once in a twelve (12) month period. Price increases authorized by the County shall become effective upon the execution of a written amendment to the Agreement signed by both parties.

3. Invoices

3.1 Contractor invoices to be provided to the County shall include, but not be limited to the following information:

- County department name;
- Itemized list of services completed, including descriptions;
- Quantities;
- Service dates and times
- Pricing as listed in the Agreement;
- Total invoice amount;
- Associated CRPO number(s); and
- Associated Agreement number

3.2 Contractor shall correct any invoices that include incorrect or missing information. County cannot process invoices until invoices are correct and approved by County department.

3.3 Contractor shall not invoice the County for any fees or charges not specifically listed in the final agreement.

3.4 Credit Memos – Contractor shall issue credit memos to the County identifying any amounts due back to the County for incorrect charges (e.g., overcharges, cancellations, non-contracted goods or services, etc.).

3.5 County will not process invoices for payment until all services are completed.

4. Damages

4.1 Contractor shall be responsible for any damages that may result in performing services and Contractor shall repair or replace damaged items at no expense to the County in a reasonable time-period as determined by the County.

4.2 Contractor shall make every effort to not damage or dirty any portion of the buildings, landscapes, hardscapes, or sites.

4.3 Contractor shall make provisions to control runoff resulting from services as needed.

4.4 Contractor shall provide replacement component elements damaged during accomplishment of contractual services.

4.5 The County assumes no liability for loss of or damage to Contractor owned property held on County premises.

5. Reports

5.1 Contractor shall process, discuss, and submit reports upon request, which shall include, but not be limited to:

5.1.1 Usage Reports – Includes but shall not be limited to the cumulative contract activity and any other analytical information as mutually agreed upon.

5.1.2 Upon request and as mutually agreed upon by County and Contractor, Contractor shall provide additional reports on items that are not contained in the reports as listed in this section.

6. Electronic Transactions in Ariba Network and Catalogs

6.1 Contractor shall conduct business with the County electronically using the County's SCC-Ariba Procure-to-Pay (P2P) system, which includes receiving County issued purchase orders, and submitting Contractor's invoices upon goods shipment and services rendered, for County to record receipt and acceptance, prior to payment processing.

6.2 Contractor shall provide and maintain an Ariba-compatible catalog of all products and/or services covered in the Agreement.

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EXHIBIT D
DESIGNATION OF SUB-CONTRACTORS

Contractor shall completely fill in the form below for each subcontractor that will be used. A subcontractor is one who: (1) performs work or labor; or (2) provides a product or service to the Offeror; or (3) specially fabricates and installs a portion of the Work according to the Plans and Specifications.

Contractor shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the County Procurement Department Buyer or his/her designee. Changes in subcontractors without prior written consent from the County Procurement Department Buyer or his/her designee can result in the cancellation of the contract.

BUSINESS NAME AND LICENSE NUMBER OF SUBCONTRACTOR	COMPLETE ADDRESS AND TELEPHONE NO.	SPECIALTY

SIGNATURE BLOCK <i>(Signature Block must be completed in ink & changes must be initialed.)</i>	
Bidder's Signature: _____ Date: _____	
Bidder's Name & Title (Print): _____	

EXHIBIT E

INSURANCE REQUIREMENTS (B-2)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. **General liability coverage shall include:**

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers,

agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to

and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT F

COUNTY ZERO WASTE PROGRAM

The County Board of Supervisors is committed to reducing the amount of waste going to the landfill and has taken steps to ensure that as much as possible of the County's discarded materials are recycled or composted. The Board has also adopted a Zero Waste Events policy to ensure that all events sponsored by the County make as little waste as possible.

The County's facility program for handling waste, recycling and composting varies from building to building, depending primarily on the following factors:

- What waste/recycling company services the building?
- How many employees work in the building? Is there a cafeteria?
- Is the building owned by the County or leased?

Generally, any facility that is owned by the County, serviced by Republic Services (formerly Allied Waste) and which has a cafeteria and/or a large number of employees, will have a full composting, recycling and waste program.

Please note receptacles will have new labels at most locations. They need to be placed in this 1, 2, 3 order from left to right:

- 1) **Compost** that includes food scraps, soiled paper materials, and wet paper towels shall be placed in the **GREEN** bin on the far-left side.
- 2) **Recycle** that include California Refund Value (CRV) bottles, cans, and other single-use high-grade plastics, in addition to clean, dry paper products shall be placed in the **BLUE** bin in the middle between Compost and Waste.
- 3) **Waste** includes everything else that should be deposited in a **GRAY** bin, typically with a black lid.

All County buildings should have a compost, recycling and waste program, managed with Custodial Services to maximize waste diversion, recycling, and compost organics.

Contracted custodial service shall follow the directions of their facility manager to best execute the County Zero Waste program at each particular building. Some guidelines are universal, including the following:

1. If there is a composting program in the facility, centrally located composting containers need to be emptied daily and the lids wiped. Spills on the containers will also need to be wiped. It is important that these areas be kept clean so as to not attract fruit flies or other pests.
2. Recycling and waste bins in any common areas and the central locations are serviced by the custodians. There is no office, desk-side service for individual office containers. Compost, recycling, and waste materials at individual employee stations are expected to be emptied by the users, delivering their individual materials into the larger containers found in central locations.
3. For pest control, employees should not dispose of food related items in their offices but instead, take these to the common compost bin or waste bin.
4. In buildings serviced by Republic Services, all recycling, compost and waste should be

bagged separately in clear bags. This aids the initial sorting when the truck arrives at the landfill, sort facility, and/or material transfer station.

The responsibilities of the custodians include, but are not limited to, the following:

1. Keep central recycling, waste and compost bin lids and sides clean and free of food or fingerprints. Wash inside containers as needed.
2. Correctly place bins under appropriate signage and in the correct 1, 2, 3 order (compost, recycle and waste) from left to right.
3. If lids are broken, or if signs are missing or incorrect, alert supervisor, who can alert facility manager.
4. Use clear bags for all recycling, compost and trash collection, unless directed otherwise.
5. Bins that contain food waste are emptied daily, or, if custodial service is on-duty for only three days a week, bins that contain food waste are emptied at the beginning and end of each shift. Special care should be taken to empty food waste (whether in compost or waste containers) at the end of a Friday shift, so that it does not sit over the weekend.
6. Correctly place bags from the centralized bins in outside bins according to instructions from the facility manager. Notify your supervisor or the facility manager immediately if outside bins conflict with instructions. With deposit of the compost collection at your facility, always put the bags of compost in the GREEN dumpster. If a GREEN dumpster is not available, please review compost collection management with your supervisor or the facility manager and report any issues regarding the dumpster inventory stream to facility manager.
7. Vector and pest control within and outside each facility is of paramount concern. If compost, recycling, and/or waste management procedures are impacting facility vector/pest control, notify your supervisor or the facility manager. In addition, encourage vector/pest control with appropriate integrated pest management practices as outlined at the facility. If practices at the dumpster location appear to encourage or have already led to a vector/pest control failure, please notify your supervisor or the facility manager with direct knowledge of the problem.
8. It is important compost, recycling, and waste service at the dumpster location is serviced regularly and avoids material overflow, spills, or general mismanagement. If any dumpster is overflowing, contact your supervisor, the facility manager, or the dumpster hauling service for immediate service. Likewise, if a dumpster is failing, leaking, regularly targeted for illegal deposits, or has not been serviced for more than two (2) weeks, notify your supervisor or the facility manager of the dumpster issue so as to expediate a solution.
9. At select locations, on-site in-vessel composting is employed to improve operational Zero Waste performance. If you are located where on-site in-vessel composting is practiced, review alternative organics management procedures with the facility manager.

EXHIBIT G
COUNTY OF SANTA CLARA HOLIDAYS

New Year's Day

January 1 (or the Friday before if the 1st is on a Saturday,
or the Monday following if the 1st is on Sunday)

Martin Luther King, Jr. Day

Third Monday of January

Presidents' Day

Third Monday of February

Cesar Chavez Day

March 31 (or the Friday before if the 31st is on a Saturday,
or the Monday following if the 31st is on Sunday)

Memorial Day

Last Monday in May

Juneteenth

June 19 (or the Friday before if the 19th is on a Saturday,
or the Monday following if the 19th is on Sunday)

Independence Day

July 4 (or the Friday before if the 4th is on a Saturday,
or the Monday following if the 4th is on Sunday)

Labor Day

First Monday in September

Indigenous Peoples' Day

Second Monday of October

Veterans Day

November 11 (or the Friday before if the 11th is on a Saturday,
or the Monday following if the 11th is on Sunday)

Thanksgiving Day

Fourth Thursday of November

Day After Thanksgiving

Friday after Thanksgiving Day

Christmas Day

December 25 (or the Friday before if the 25th is on a Saturday,
or the Monday following if the 25th is on Sunday)

EXHIBIT H

COUNTY OF SANTA CLARA FEDRALLY REQUIRED CONTRACT PROVISIONS

The federally-required contract provisions listed below are made a part of the Contractor's Contract with the County.¹

The term "Contractor", as used throughout this document shall mean the contractor identified in the Contract as Contractor, Provider, Consultant, or similar term.

The term "Contract" as used throughout this Exhibit shall mean the contract or other agreement, with exhibits, into which this Exhibit is incorporated.

The term "State" as used throughout this document shall mean the State of California and include any of its departments or agencies.

These federally required contract provisions will collectively be referenced as the "FEMA Contract Terms."

The terms and conditions of the Contract and the FEMA Contract Terms should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Contract Terms, and unless otherwise stated within the terms of this Exhibit, the FEMA Contract Terms shall govern and prevail.

A. No Obligation by the Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

B. Access to Records

- (1) Upon request, the Contractor agrees to provide the County, State, Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

¹ The County intends to seek reimbursement from federal and state grants, e.g., the Federal Emergency Management Agency's Public Assistance grants and California Governor's Office of Emergency Services grants, for the goods and/or services provided under the Contract to the extent they are procured as part of emergency protective measures or disaster response measures undertaken by the County.

FEMA Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

- (4) In compliance with the Disaster Recovery Act of 2018, the County of Santa Clara and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

C. Procurement of Recovered Materials

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting Contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

G. Equal Employment Opportunity

If the Contract is for construction work, the provisions of this Section G shall apply. During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the

Secretary of Labor.

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or

contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

H. Clean Air Act and the Federal Water Pollution Control Act

The provisions of this Section H apply to contracts exceeding

\$150,000. Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by

FEMA. Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract

exceeding

\$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by the Byrd-Anti-Lobbying amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification:

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

J. Contract Work Hours and Safety Standards Act

The provisions of this Section J apply to contracts over \$100,000 that involve the employment of mechanics and laborers.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall

be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

K. Debarment and Suspension

- (1) This Contract may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Termination for Cause

If the Contract value exceeds \$10,000, to the extent the Contract does not provide for termination for cause outside of this Exhibit, and in addition to any right to terminate for convenience as described in the Contract, the County may, after providing five days' written notice, terminate the Contract for the Contractor's failure to perform or observe any term, covenant, or condition of the Contract.

M. Remedies

In the event of a breach by the Contractor of any term, covenant, or condition of the Contract, the County shall have the right to pursue all available remedies at law or equity. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

N. Contracting with Small and Minority Businesses. Women's Business Enterprises, and Labor Surplus Area Firms

If this Contract was awarded in a competitive procurement, Contractor engages subcontractors to perform work under the Contract, and the Contract is for \$10,000 or above, Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

O. Subcontracts

To the extent applicable, the Contractor shall include the provisions of this Exhibit in all subcontracts.

EXHIBIT I

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 2022)**

Contractor Information:

Contractor name:

Quality Cleaning Professionals, LLC

Name of Contractor representative:

Linnea Willis Smith

Contractor phone number:

510-589-0207

Contractor email address:

lwillis@qualitycleaningpro.com

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>.

Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.

2. As of the date signed below:

- a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:

- i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² **or**

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
- 3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.¹ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
- 4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Linnea Willis Smith

Owner and Managing Member

Name of authorized representative of
Contractor

Title

DocuSigned by:

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3/7/2023

Signature

Date

¹ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

EXHIBIT E - DISTRICT HOLIDAYS

The following days/dates are official 2024 holidays observed by the DISTRICT. The Administrative Office (“Headquarters”) will be closed on the following dates:

Day of Observance	Holiday
Monday, January 1	New Year’s Day (observed)
Monday, January 15	Martin Luther King, Jr. Day
Monday, February 19	Presidents Day
Monday, April 1	Cesar Chavez Day
Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, November 11	Veterans Day (observed)
Thursday, November 28	Thanksgiving Holiday
Friday, November 29	Day after Thanksgiving
Wednesday, December 25	Christmas Day