

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Big Green Cleaning Company with an address at 5551 Ekwil Street (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Traci Lothery at phone number 805-934-6506 and **Karen Leichtweis** at phone number 805-568-2694 are the representatives of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Allen Williams** at phone number 805-692-1000 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Traci Lothery
General Services, Facilities
912 West Foster Road
Santa Maria, CA 93454

To CONTRACTOR: Allen Williams, President
5551 Ekwil Street
Santa Barbara, CA 93111
Ph: 805-692-1000
Cell: 805-680-0299

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on January 1, 2023 and end performance upon completion, but no later than December 31, 2024 unless otherwise directed by COUNTY or unless earlier terminated. The initial term

of the Agreement will be for two (2) years. By mutual agreement, the Agreement may be renewed for additional two (2) year periods at the end date of the previous two (2) year contract. County of Santa Barbara reserves the right to add or remove locations of services, or alter services with a 7-day notice. Services in their entirety may be cancelled with 30-day notice to Contractor.

Not less than 120 calendar days prior to the end of each contracted term, CONTRACTOR may request in writing a price escalation and substantiate this request. No increase of any kind will be allowed without the advance written consent.

The County reserves the right to either accept or reject in writing CONTRACTOR'S request for a price escalation as part of the County's consideration for the contract extension. In the event that the County rejects CONTRACTOR'S request for price escalation, the contract shall automatically be extended at the current rates for an additional ninety (90) days beyond the existing termination date.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by itemized invoice, which shall include the contract number assigned by COUNTY. Invoices shall be delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. For Non-appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SUSPENSION OF WORK –

County unilaterally may order the CONTRACTOR, in writing, to suspend, delay or interrupt all or any part of the work for such period of time as they may determine to be in the best interest of the County. Reasons may include, but not limited to, the following:

- A. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use immediately.
- B. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part thereof unfit for occupancy or use immediately.
- C. A facility or any part thereof remaining vacant or unoccupied immediately by virtue of County relocating the occupants to another facility; or performing remodeling, renovations, and/or construction within a facility or part thereof.

County will give notice of suspension of work and effective date as follows:

- A. If work suspension is due to "a" or "b" above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.
- B. If suspension is due to "c" above, written notice at least two (2) working days in advance will be given prior to effective date.

21. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

26. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; guidance; and letters including, but not limited to, those issued by the California Department of Public Health now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact

as between CONTRACTOR and COUNTY.

29. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. MISCELLANEOUS

- A. County Rules – CONTRACTOR shall comply with any applicable County rules or guidelines for performance as described in EXHIBIT A-4: County Rules.
- B. Safety Measures – CONTRACTOR shall take all necessary precautions for the safety of employees on the work site and shall erect and properly maintain at all times, as required by job conditions and progress of work, all necessary safeguards for the protection of the employees and public.
- C. Hazardous and Toxic Substances – Manufacturers and distributors are required by the federal “Hazardous Communication Standard” (29 CFR 1910-1200) to label each hazardous material or chemical container and California Hazard Communication Regulation Section 5194 of Title 8, California administrative Code (T8CAC) to provide Material Safety Data Sheets to the purchaser. CONTRACTOR shall comply with these laws and provide COUNTY with copies of the Material Safety Data Sheets.

33. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

34. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

35. PRIOR AGREEMENTS

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in Exhibit A of this Agreement.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Big Green Cleaning Company.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shalee Labuena*
Deputy Clerk

By: *[Signature]*
Chair, Board of Supervisors

Date: 12-13-22

RECOMMENDED FOR APPROVAL:

Janette D. Pell
General Services

DocuSigned by:
Janette D. Pell
1FBA06D673A445F...
Director of General Services

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
Lauren Wideman
8F464D822C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO
Auditor-Controller

DocuSigned by:
Robert Eis
D25019E2AF094BE...
Deputy

APPROVED AS TO FORM:

Gregory Milligan
Risk Management

DocuSigned by:
Greg Milligan
DC240AC1E64247D...
Risk Manager

Agreement for Services of Independent Contractor between the County of Santa Barbara and **Big Green Cleaning Company**.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by the COUNTY.

CONTRACTOR:
Big Green Cleaning Company

Signed By: 
Authorized Representative

Date: 11/30/22

Printed Name: ALLEN WILLIAMS

Title: PRESIDENT

EXHIBIT A

STATEMENT OF WORK

The tasks are included within the scope of services described in this section, and in **Exhibits A-1**.

1. **Responsibilities** – CONTRACTOR will furnish all labor, uniforms, materials, equipment, transportation, supervision and management required to provide Janitorial Services in accordance with all terms and conditions of this Agreement. CONTRACTOR will provide all **Janitorial Supplies** as outlined in **Agreement 2: Exhibit A-1**. Additional **On-Demand Janitorial Services** may be requested by the County as-needed, also detailed in **Exhibit A-1**.

Each premises shall be maintained with a clean appearance and all work shall be performed in a professional, workman-like manner using quality equipment and materials. The frequencies indicated herein are general requirements for the purposes of identifying an overall maintenance schedule. The specific site evaluation frequencies shall govern. In the event of any conflict or inconsistency in the interpretation thereof, the County's Contract Administrator or Designated Representative shall resolve the conflict/inconsistency.

2. **Personnel** – CONTRACTOR is to provide adequate number of personnel for Janitorial Services, to ensure that all cleaning services herein specified are accomplished. It is the CONTRACTOR's responsibility to administer the employment of the personnel, including recruiting, selecting, training, arranging schedules, withholding proper taxes, paying wages, making employer contributions for FICA and federal and state unemployment taxes, performing background investigations and reviewing other qualifications necessary for the services to be provided. It is the CONTRACTOR's responsibility to determine and furnish the total staff-hours.
3. **Equipment and Supplies** – CONTRACTOR will furnish all cleaning supplies such as rags, floor finish, carpet cleaners, etc. CONTRACTOR will invoice the County the cost of supplying toilet paper, seat covers, roll towels, hand soap, trash liners, urinal screens, sanitary receptacle bags, air fresheners, and batteries as shown in **Agreement 2: Exhibit A-1**, Janitorial Supplies.

CONTRACTOR will furnish and maintain in good working condition all the necessary cleaning equipment required to maintain the facility including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment.

4. **Working Hours** - Work under any contract resulting from this Agreement will be performed during non-business hours except where otherwise arranged or as otherwise provided in this Agreement. Business hours for each facility is determined by the County and will be provided, if applicable.
5. **Schedule** - All tasks must be performed on the designated service days. CONTRACTOR shall coordinate with the County Contract Administrator to adjust the cleaning schedule according to Exhibit A-2: County Holiday Calendar. Service dates that fall on a holiday Monday through Friday, one of which is a holiday, will be serviced the day after the holiday.
6. **Sanitation Services** - At specified locations indicated, CONTRACTOR to provide additional Sanitation Services during business hours. COVID-19 Sanitation Services are requested as a safety precaution, to surfaces commonly touched by the public. These surfaces will be sanitized using an ammonium chloride hospital grade quaternary disinfectant.
7. **Secured Areas** - Secured areas must be cleaned during normal business hours or with prior County approval and arrangements. A secured area is defined as that part of the building that CONTRACTOR does

not have access or keys. In such cases, access to these areas will be controlled by County personnel who will accompany cleaning personnel.

8. **Interrupted Service** - In the event that the County declares an emergency due to road or weather conditions or other reasons, and the building is closed for the day or opens late, or closes early, the County may grant excused absences to CONTRACTOR's employees or may require CONTRACTOR to have the employees make up the lost time in order to complete the cleaning duties. The CONTRACTOR must make every effort to provide janitorial services, particularly if the occurrence is on a Friday or is on a day proceeding a holiday. Work should be performed during the holiday or weekend so that the building will be cleaned prior to office hours on the following work day.

9. **Quality Assurance and Inspections** - Work performed must be of the highest quality and performance standards must be monitored and met. A Contract Administrator shall regularly and randomly inspect County facilities to ensure compliance with the work required by this contract. The CONTRACTOR's Supervisor shall be available, upon request, to accompany the Contract Administrator during inspections.

CONTRACTOR will not perform inspections during work hours without prior consent of a Contract Administrator. Additional work authorized by a Contract Administrator will also be inspected on a regular basis and performed to the standards of the County.

10. **Specialized Staff Training** - CONTRACTOR shall comply with the OSHA Standard 29 CFR § 1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service for the medical facilities. CONTRACTOR shall be responsible for compliance on date of Contract acceptance and shall provide proof to the County Contract Administrator.

11. **Confidentiality Agreement** – Prior to working at any COUNTY facility, all personnel assigned to the County contract will also be required to sign and provide to the COUNTY a confidentiality agreement attached as Exhibit A-3 Contractor Confidentiality Agreement.

12. **Background Checks** - For all service locations: The County of Santa Barbara, Sheriff's Department background checks will be required on all CONTRACTOR's employees prior to providing services to the County at CONTRACTOR's expense. This is to include floor, crew, cleaning staff, day porters, Supervisors, etc. CONTRACTOR will be required, at the time of contract award, to provide the County all Live Scan results of all employees and backup personnel assigned to this County contract.

Prior to the start of contract service date and in addition to the Sheriff Department printing check, each of the following requirements must also be completed if an employee is assigned to the following departments. Each requirement is independent of each other and will be conducted at the expense of the requesting department. Passing one does not excuse Personnel from being required to pass another if assigned to one of these offices. Separate background requirements must be met for each department clearance.

- a) Child Support Services Requirement: All personnel assigned to work in any Child Support Office will be required to sign and provide to the County Contract Administrator a Confidentiality Agreement. This will be assigned and monitored by the Child Support Services Department.
- b) District Attorney Department Requirement: All personnel assigned to work in any District Attorney Office will be required to pass the Department of Justice background check. This will be assigned and monitored by the District Attorney Special Unit.
- c) Probation Department Requirement: All personnel assigned to work in any Probation Department Office will be required to complete an online Probation Training as well as pass a Department of Justice background check. This will be assigned and monitored by the Probation Department Special Unit.
- d) Sheriff's Department Requirement: All personnel assigned to work in any Sheriff's Office will be required to pass the Sheriff background to include the Department of Justice background check. This will be assigned and monitored by the Sheriff's Department Special Unit.

- e) **Social Services Requirement:** All personnel assigned to work in any Social Services Office will be required to sign and provide to the County Contract Administrator a Confidentiality Agreement. This will be assigned and monitored by the Social Services Department.

The CONTRACTOR shall immediately notify County Contract Administration of any legal proceedings associated with CONTRACTOR's employees. (i.e.: recent arrest after completion of County required background checks, probationary status, etc.)

12. **Security** - County Contract Administrator will provide County ID badges to all employees of CONTRACTOR. First time badges, any defective, cracked badges will be provided at no cost to the CONTRACTOR. Any lost or damaged badges due to neglect from CONTRACTOR and/or their employees will be replaced at a charge of \$15.00 each. CONTRACTOR shall be responsible for use of all keys and security cards issued to him/her.

All main doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured. On occasion, certain areas, which are normally open for cleaning may be secured. In such a situation cleaning shall take place only upon request of a Contract Administrator.

CONTRACTOR shall not duplicate any keys for premises unless directed to do so by a Contract Administrator. CONTRACTOR/Supervisory staff must promptly report any lost keys or need for additional keys to a Contract Administrator.

To avoid the possibility of tracing lost keys to the premises, the CONTRACTOR shall not put identification on any keys.

13. **Alarm Responsibility** - Where facility to be serviced is equipped with an intrusion alarm, the CONTRACTOR's staff shall be responsible for disarming the alarm when they enter the building and for arming the alarm when they leave. County departments shall be responsible for furnishing instructions to the CONTRACTOR's supervisory personnel in the correct procedure for each operation. It shall be the CONTRACTOR's responsibility to instruct any temporary or replacement employees in the complete operation of arming and disarming of the alarm system. Any charges, to include response from Law Enforcement resulting from janitorial staff not deactivating alarm properly will be billed to CONTRACTOR.
14. **Storage Space** – The County will provide storage space and or closets at the various facilities for janitorial supplies and equipment. Due to the limited amount of space, any storage spaces beyond which the County is presently providing for janitorial equipment is the responsibility of the CONTRACTOR.
15. **Floor Care Schedules** - After award of contract, awarded CONTRACTOR will present to the County a 6-month carpet and floor work calendar for all buildings included in this contract as indicated in Bid Document #1. This is to be completed prior to February 1, 2023 covering the next 6-months ending July 31, 2023. Prior to the end of each fifth month, CONTRACTOR will provide the next 6-month calendar until the end of contract term. If agreed upon schedule changes, advance notice will be given to a County Contract Administrator.
16. **Day Porter** – CONTRACTOR will provide four (4) full-time porters:
- a) One to the Santa Barbara Downtown locations
 - b) One to the Public Health Facilities located on Calle Real
 - c) One to Lompoc Social Services, Public Health Clinic and Public Health Wellness Center Locations
 - d) One to the Santa Maria Betteravia Locations

The day porter will be responsible to clean during normal business hours (8 a.m. – 5 p.m.) and duties shall include but not be limited to: checking restrooms, cleaning as needed, restocking of supplies, cleaning railings, sweeping, and responding as needed to minor emergencies in the area for quick clean-ups. It is the CONTRACTOR's responsibility to provide a company-issued cell phone for County Administrator to contact the Day Porter for assignments.

17. **Power Washing of County Property** - Chapter 29 Article IV of the County Code of Santa Barbara County states that no person shall discharge or cause to be discharged into the storm drain system any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

In addition, no person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained in or upon any public or private property, driveway, parking area, street, road, alley, sidewalk, component of the storm drain system, any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that the same may cause or contribute to pollution. Wastes deposited in proper waste receptacles for the purposes of routine collection are exempted from this prohibition. Pollutant discharges to the storm drains are enforced by the County Public Works Department.

It is the responsibility of the CONTRACTOR to know and follow all County of Santa Barbara and City Ordinances when completing power washing at the request of the County of Santa Barbara. Any enforcement of fees or legal action due to negligence or non-compliance will be at the full expense of CONTRACTOR.

EXHIBIT A-1

Agreement 2 - Janitorial Supplies and On-Demand Services

On-Demand Services

Supplies and One Time Callouts

North and South County

EXHIBIT A-1

Agreement 2 - Janitorial Supplies and On-Demand Services

**Bid Document #2 - A
Janitorial Supplies**

Santa Barbara County is also requiring bids to provide consumable products for the County facilities. It is the County's expectation that:

1. No dispenser is left unfilled due to supplies not being available. Proposer will be responsible for inventory, ordering, and delivery. Limited storage areas are available at each site to store products.
2. Supplies will be at or above the minimum standard of quality established by the County as listed on the bid sheet.
3. Proposer is responsible to maintain all dispensers in working order and replace broken or defective equipment in a timely manner upon approval by the County at award of contract.
4. Proposer will invoice only for products that are delivered to the janitorial closets in the County facility in which they will be used. The County will not be invoiced for product that is shipped to a storage area for future distribution.
5. The County is to be invoiced once a month on single invoice(s) in a format that will itemize the products delivered including quantity and price for each County facility. A spreadsheet will be provided to the Proposer prior to the first billing.
6. Multi-fold towels are not to be invoiced to General Services for single occupant facilities. If Proposer finds multi-fold towel dispensers in multi-tenant facilities, Proposer will notify County Contract Administrator immediately and upon approval may be asked to replace dispenser with roll towel dispenser.

Please provide your bid for the following items as a cost per unit [case]. Should you have a suggestion for an alternate brand or deviation from the specified product you may enter the information where indicated. If the Proposer is suggesting an alternate product that will not fit into the County's existing fixtures, the Proposer will be required to change out all fixtures at the sole cost of the Proposer, if the product is approved. The County will not accept alternatives or deviations from the specified products without written permission.

Agreement 2 – Janitorial Supplies and On-Demand Services

Bid Document #2 - A Janitorial Supplies, continued

Product Number	Description	Cost Per Case	Suggested Alternate	Alternate Cost Per Case
6752-01	Toilet paper, sustainable earth 2-ply, 80 rolls/case	\$		\$
19372	Toilet paper, sustainable earth 2-ply, 80 rolls/case, 550 sheets/roll	\$	WAXIE, CLEAN & SOFT 2-PLY 80 ROLLS/ CASE, 550 SHEETS/ROLL	\$ 41.50
19372	Georgia Pacific Angel Soft Coreless bath tissue 2-ply, 18/ct, 1125.sheets/roll	\$ 62.30	VEPITIV JR. JUMBO 12 ROLLS @ 1,000 SHEETS	\$ 43.44
4500	Toilet seat covers 5000/case	\$ 45.35		\$
01040-10	Scott hard wound towels 1-ply 12 rolls/case, 8'x800', white	\$	WAXIE 2800 KLEENLINE ROLL TOWEL 6x800	\$ 34.42
U17060	Deomatic Urinal Screens 12/case	\$	WAXIE 3D URINAL WAVE DEODORANT SCREENS BOX OF 12	\$ 30.50
8515	Wax sanitary receptacle bags, 250/case	\$ 24.95		\$
815081	Metered air freshener summer breeze 7 oz, 12/case	\$	NOT RECOMMENDED	\$
1912-02	Gojo Antimicrobial foam hand wash 1,250 ml.bottle, 2 bottles/case	\$ 44.90	GOJO 1,250 ML 3-PACK	\$ 51.96
8812-03	Gojo Antimicrobial foam hand wash 1,200 ml.bottle, 2 bottles/case	\$	"	\$ 51.96
N/A	Trash can liner Clear 40x60, 1.0 mil, 100/case	\$	1.5 MIL CLEAR 40x60 100/CASE	\$ 36.00
N/A	Trash can liner Black, 40 x 46, 1.3 mil., 100/case	\$	1.5 MIL BLACK 40x60 100/CASE	\$ 33.23
N/A	Trash can liner Black, 33 x 39, 1.35 mil., 150/case	\$	1.2 MIL BLACK 33x39 150/CASE	\$ 27.66

Agreement 2 – Janitorial Supplies and On-Demand Services

Bid Document #2 - A Janitorial Supplies, *continued*

Product Number	Description	Cost Per Case	Suggested Alternate	Alternate Cost Per Case
N/A	Trash can liner Black, 24 x 33, 8 mic., 1,000/case	\$ 46. ⁰⁰	8 MIC BLACK 24x33 500/CASE	\$ 23. ⁰⁰
N/A	Batteries AA cell alkaline	\$ 1.74		\$
N/A	Batteries D Cell Alkaline	\$ 2.75		\$
N/A	Paper towel dispenser Item and installation	\$ 89. ⁰⁰		\$
N/A	Soap dispenser Item and installation	\$ 36. ⁰⁰	(GOJO)	\$
N/A	Toilet paper dispenser Item and installation	\$ 95. ³⁸	BOBRICK - LOCKING	\$
N/A	Toilet seat cover dispenser Item and installation	\$ 28. - PLASTIC \$ 53. ⁵⁰ - STAINLESS STEEL		\$
N/A	* Multi-fold towels	\$ 33. ²⁷	WAXIE 2001 4000/CASE	\$

Multi fold towels are to be charged to the department in which dispenser is located if a single-occupant location.

If the dispenser is located in a multi-tenant location County Contract Administration is to be notified and dispenser will be changed out upon approval.

EXHIBIT A-1

Agreement 2 - Janitorial Supplies and On-Demand Services

Bid Document #2 - B

Schedule of Fees

North County, *continued*

Line 1 Emergency Hourly Rate is the rate to clean up spills, bodily fluids, and other items that need to be responded to quickly. Contractor will be paid this rate if they can respond within 2 hours from the call.

Line 2 Additional Carpet Cleaning is the rate per square foot of carpet cleaning outside of the contracted services. This would typically be a person moving out of an office and would require carpet cleaning prior to another person moving in. This is a planned cleaning.

Line 3 Additional Hard Floor Cleaning is the rate to clean a hard floor by scrubbing and then waxing.

Line 4 Additional Hard Floor Stripping is the rate to strip a floor and then re-wax as needed.

Line 5 and 6 Day Porters is the rate to provide a person that would be responsible to clean during the day (8-5) in the specified areas of Downtown Santa Barbara or Calle Real. The person would check restrooms, clean as needed, restock, clean railings, sweep areas not covered under contract, and be able to respond as needed to minor emergencies in the area for quick clean-ups.

Line 7 Hourly Rate to do Extra Scheduled Cleaning, Moving Furniture, Washing Windows is the rate to do additional cleaning on a scheduled basis to accommodate internal moves, new employee hires, and special event pre-cleaning. It is also the rate to move furniture for cleaning or if accepted by Contractor to move furniture out of an office permanently to be stored. Window washing is based on interior and exterior windows on first and second floors that can be cleaned from the inside of the building. For windows outside of this scope, a bid would be requested from the Contractor.

Line 8 Hourly Rate to Clean Inside of County Vehicles is a rate to clean the inside of County vehicles that need cleaning due to someone getting sick, bleeding or in need of major cleaning.

Line 9 Rate to Steam Clean Chairs is a rate to clean individual chairs as requested.

Line 10 Lompoc Veteran's Memorial Building Cleaning Scenario 1 is a rate to clean the auditorium, lobby and two adjoining restrooms; sweep and mop auditorium and lobby; empty all trash; sanitize lobby water-fountain; restock all restroom supplies; dean and sanitize restrooms according to County contract; and clean within 20 feet of all entrances.

Line 11 Lompoc Veteran's Memorial Building Cleaning Scenario 2 is a rate to clean Banquet Room and two adjoining restrooms; sweep and mop Banquet Room and Trophy Room; sanitize water fountain; empty all trash; restock all restroom supplies; clean and sanitize restrooms according to County contract.

Line 12 Lompoc Veteran's Memorial Building Cleaning Scenario 3 is a rate to clean kitchen; wiping down countertops and sink; sweep and mop floors and empty all trash.

Agreement 2 – Janitorial Supplies and On-Demand Services

Bid Document #2 - B Schedule of Fees North County

Item	Bid Item	Unit	Total Cost
1	Hourly rate for emergency cleaning within 2-hour response	Hourly	\$ 48. ⁰⁰
2	Additional carpet cleaning	Per sq. ft.	\$ 0.18
3	Additional hard floor cleaning	Per sq. ft.	\$ 0.18
4	Additional hard floor stripping	Per sq. ft. <i>LEVEL FLOORS</i> <i>SPANISH TILE FLOORS</i>	\$ 0.52 \$ 1.00
5	Day Porter if requested in Santa Maria	Per Hour	\$ 36. ⁰⁰
6	Day Porter if requested in Lompoc	Per Hour	\$ 36. ⁰⁰
7	Hourly rate to do extra scheduled cleaning, moving furniture, washing windows	Per hour	\$ 42. ⁰⁰
8	Hourly rate to clean inside of County vehicles	Per Hour	\$ 48. ⁰⁰
9	Steam clean chairs	Per chair	\$ 7. ⁰⁰ (10 CHAIR MINIMUM)
10	Lompoc Vet's Building Scenario 1	Per event	\$ 210.-
11	Lompoc Vet's Building Scenario 2	Per event	\$ 180.-
12	Lompoc Vet's Building scenario 3	Per event	\$ 90.-

EXHIBIT A-1

Agreement 2 - Janitorial Supplies and On-Demand Services

Bid Document #2 - B

Schedule of Fees

South County, *continued*

Line 1 Emergency Hourly Rate is the rate to clean up spills, bodily fluids, and other items that need to be responded to quickly. Contractor will be paid this rate if they can respond within 2 hours from the call.

Line 2 Additional Carpet Cleaning is the rate per square foot of carpet cleaning outside of the contracted services. This would typically be a person moving out of an office and would require carpet cleaning prior to another person moving in. This is a planned cleaning.

Line 3 Additional Hard Floor Cleaning is the rate to clean a hard floor by scrubbing and then waxing.

Line 4 Additional Hard Floor Stripping is the rate to strip a floor and then re-wax as needed.

Line 5 Hourly Rate to do Extra Scheduled Cleaning, Moving Furniture, Washing Windows is the rate to do additional cleaning on a scheduled basis to accommodate internal moves, new employee hires, and special event pre-cleaning. It is also the rate to move furniture for cleaning or if accepted by Contractor to move furniture out of an office permanently to be stored. Window washing is based on interior and exterior windows on first and second floors that can be cleaned from the inside of the building. For windows outside of this scope, a bid would be requested from the Contractor.

Line 6 Hourly Rate to Clean Inside of County Vehicles is a rate to clean the inside of County vehicles that need cleaning due to someone getting sick, bleeding or in need of major cleaning.

Line 7 Rate to Steam Clean Chairs is a rate to clean individual chairs as requested.

Line 8 Santa Barbara Veteran's Building Auditorium is a rate to sweep and mop the auditorium and stage; vacuum lobby; and empty all trash after an event.

Line 9 Santa Barbara Veteran's Building Oceanview Room is a rate to sweep and mop the Oceanview Room, bar area, vacuum hallway; and empty all trash after an event.

Line 10 Santa Barbara Veteran's Building Cabrillo Room is a rate to sweep and mop the Cabrillo Room and stage; and empty all trash after an event.

Line 11 Santa Barbara Veteran's Building Kitchen is a rate to sweep and mop one of two kitchens; wipe down kitchen counters and sinks; and empty all trash after an event. (There is one kitchen upstairs and one downstairs. The rate is for one kitchen.)

Line 12 Santa Barbara Veteran's Building Restrooms and Lobby is a rate to clean and sanitize restrooms according to County contract; empty all trash; restock all restroom supplies; and clean within 20 feet of all entrances after an event.

Line 13 Santa Barbara Courthouse Mural Room, adjoining hallways and restrooms (2nd floor) is a rate for pre-event cleaning and restocking of restrooms; and post-event sweeping and mopping of the Mural Room and hallway; cleaning and sanitizing restrooms according to County contract; restocking all restroom supplies; and emptying all trash.

Line 14 Move benches/furniture in the Santa Barbara Courthouse Mural Room or Gallery is the hourly rate to move benches into the Mural Room on the 2nd floor.

Line 15 Clean Santa Barbara Courthouse Gallery and Restrooms (1st floor) is a rate for pre-event cleaning

EXHIBIT A-1

Agreement 2 - Janitorial Supplies and On-Demand Services

Bid Document #2 - B

Schedule of Fees

South County, *continued*

and restocking of restrooms; and post-event sweeping and mopping of the Gallery; cleaning and sanitizing restrooms according to County contract; restocking all restroom supplies; and emptying all trash.

Line 16 Quarterly Floors stripped is a rate to remove all old finishes and sealers and new sealers and floor finish applied. This is to be performed quarterly.

Line 17 and 18 Day Porters is the rate to provide a person that would be responsible to clean during the day (8am – 5pm) in the specified areas of Downtown Santa Barbara or Calle Real. The person would check restrooms, clean as needed, restock, clean railings, sweep areas not covered under contract, and be able to respond as needed to minor emergencies in the area for quick clean-ups.

Agreement 2 – Janitorial Supplies and On-Demand Services

Bid Document #2 - B Schedule of Fees South County

Item	Bid Item	Unit	Total Cost
1	Hourly rate for emergency cleaning within 2-hour response	Hourly	\$ 48. ⁰⁰
2	Additional carpet cleaning	Per sq. ft.	\$ 0.18
3	Additional hard floor cleaning	Per sq. ft.	\$ 0.18
4	Additional hard floor stripping	LEVEL FLOORS Per sq. ft. \$ 0.52 SPANISH TILE PAVERS \$ 1.00	
5	Hourly rate to do extra scheduled cleaning, moving furniture, washing windows	Per hour	\$ 42. ⁰⁰
6	Hourly rate to clean inside of County vehicles	Per Hour	\$ 48. ⁰⁰
7	Steam clean chairs	Per chair	\$ 7.00 (10 CHAIR MINIMUM)
8	Santa Barbara Vet's Building Auditorium	Per event	\$ 190.-
9	Santa Barbara Vet's Building Oceanview Room	Per event	\$ 95.-
10	Santa Barbara Vet's Building Cabrillo Room	Per event	\$ 75.-
11	Santa Barbara Vet's Building Kitchen	Per kitchen, per event	\$ 50.-
12	Santa Barbara Vet's Building Restrooms and Lobby	Per event	\$ 50.-
13	Santa Barbara Courthouse Mural Room, adjoining hallway and restrooms	Per event	\$ 200.-
14	Move benches in Courthouse Mural Room in/out	Per event	\$ 360.-
15	Santa Barbara Courthouse Gallery and Restrooms	Per event	\$ 150.-
16	Quarterly Floors stripped	Per event	\$ SEE ITEM #4
17	Day Porter if requested in Downtown Santa Barbara	Per Hour	\$ 36. ⁰⁰
18	Day Porter if requested at Calle Real	Per Hour	\$ 36. ⁰⁰

EXHIBIT A-2

Calendar of Holidays

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

EXHIBIT A-3

CONTRACTOR CONFIDENTIALITY AGREEMENT

I, _____, hereby execute this Confidentiality Agreement as a prerequisite to performing services pursuant to the Agreement for Services of Independent Contractor ("Master Agreement") between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and Big Green Cleaning Company ("CONTRACTOR"), with an address at 4860 Calle Real, Santa Barbara, California 93111, which is incorporated herein by reference.

CONFIDENTIAL INFORMATION DEFINED:

Confidential Information includes but is not limited to documents of any type whatsoever (paper or electronic), data, and any other information to which I may have access or of which I may become aware. Confidential Information includes but is not limited to information pertaining to persons and/or entities receiving services from the COUNTY such as client names, addresses, social security numbers, dates of birth, driver's license numbers, identification numbers, and other identifying information; all financial, health, criminal and public assistance records; and design concepts, algorithms, programs, formats, documentation, or any other proprietary or confidential information or trade secrets belonging to the COUNTY or to other vendors doing business with the COUNTY. The obligations of this Confidentiality Agreement apply regardless of whether the information is identified as confidential and to any information which by its nature is intended to remain confidential.

CERTIFICATION:

Except as approved in advance in writing by COUNTY, I hereby agree that I will not disclose to any unauthorized person any Confidential Information, to forward to the COUNTY Designated Representative all requests for the release of any Confidential Information, to protect Confidential Information against disclosure to any unauthorized person, and to keep confidential all Confidential Information.

I agree to report to the COUNTY Designated Representative any and all violations of this Confidentiality Agreement by myself and/or by any other person of which I became aware and, upon completion of termination of the Master Agreement, to return to the COUNTY Designated Representative all Confidential Information entrusted to me.

I acknowledge that violation of this Confidentiality Agreement will result in my immediate removal from all County contracts, may subject me to civil and/or criminal action, and may entitle the COUNTY to a remedy against CONTRACTOR according to the terms of the Master Agreement.

NAME: (Signature) _____

DATE: _____

NAME: (Printed) _____

POSITION: CONTRACTOR

EXHIBIT A-4

County Rules

Conduct of Employees –

Employees of the CONTRACTOR, while performing work under this Agreement, will not:

- a) Remove any County property or personal property, equipment, monies, forms or any other item from their place.
- b) Engage in horseplay or loud boisterous behavior.
- c) Play amplified sound equipment.
- d) Be under the influence of alcohol or drugs.
- e) Gamble.
- f) Smoke.
- g) Turn on or off or use any equipment other than CONTRACTOR's equipment.
- h) Use any County telephone except a telephone designated by the building management for the purpose of business under this contract.
- i) Open any desk, file cabinet, storage cabinet or refrigerator (unless refrigerator is designated for cleaning).
- j) Disturb or remove any articles from desks.
- k) Consume any food or beverage, other than that brought with the employee or purchased from vending machines and only in areas designated by the building management for regular breaks.
- l) Engage in long conversations with security guards, visitors or other individuals.
- m) Take photographs of the building or its contents.
- n) Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash.
- o) Engage in any activity, which is not in the best interest of County or is otherwise detrimental to the performance of this contract. If an employee arrives at the work site and their actions suggest intoxication, this person will be asked to confine their presence to a waiting area while a CONTRACTOR supervisor is contacted for the purpose of escorting the employee away from the building safely.
- p) No unauthorized personnel are to accompany CONTRACTOR employees at job site (i.e. relatives, friends, guests and children).

Discipline or Discharge of Employees –

Any CONTRACTOR's employee whose employment or performance is objectionable to the County shall be immediately removed from the contract assignment at the request of the County. A request by the County to remove an employee shall not constitute an order to discipline or discharge the employee from CONTRACTOR's employment. All actions taken by the CONTRACTOR regarding employee discipline shall be at the sole discretion of the CONTRACTOR. The County shall be held harmless in any disputes the CONTRACTOR may have with the CONTRACTOR's employees. This shall include, but is not limited to charges of discrimination, harassment and discharge without just cause.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$564,280.00** for two (2) years of **On-Demand Cleaning Services and Cleaning Supplies**.
- B. Any requests for changes to janitorial services will be by written request to CONTRACTOR. CONTRACTOR will supply a proposal which may or may not be accepted by COUNTY.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, as defined in **Agreement 2: Exhibit A-1** (Janitorial Supplies and On Demand Services). Invoices submitted for payment that are based upon **Exhibit A-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation. Invoices will contain cost of service and supplies by building, building number and address of building.
- D. The cost of the Day Porters, performing work as described in **Exhibit A: Statement of Work**, will be invoiced at a monthly flat rate. The invoices must contain sufficient detail to enable an audit of the charges and provide supporting documentation for hours worked. As work will be performed during normal business hours, there is no expectation of overtime for the day porters.
- E. As described in **Agreement 2**, payment for supplies consumed in the course of providing janitorial services will be invoiced to COUNTY based on pricing indicated in **Agreement 2: Exhibit A-1**. The invoices must contain sufficient detail to enable an audit of the charges and provide supporting documentation.
- F. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the services performed and supplies consumed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed, based on all information in **Exhibit A: Statement of Work**, and if found to be satisfactory and within the cost basis of **Exhibit A-1** (Janitorial Supplies and On Demand Services) shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- G. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Federal Clauses Exhibit D

Additional Federal Clauses Applicable for Federal Funding under this Agreement: (2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

1. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. 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 CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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.
- E. 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.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and 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 as 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.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. 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 CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT

- A. 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.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

- A. 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.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that 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 California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such 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).
- D. 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.
- E. The bidder or CONTRACTOR 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 any contract that may arise from this offer. The bidder or CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. 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.

7. PROCUREMENT OF RECOVERED MATERIALS

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- 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.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
- i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either--
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the 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 this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement 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 Agreement.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C.3321.)

15. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT E

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

ALLEN WILLIAMS, PRESIDENT

Name and Title of Contractor's Authorized Official

11/30/22

Date