

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 4860 Calle Real, Santa Barbara, CA 93110 (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

Axel (Ted) Johnson at phone number 805-681-5166 is the representative 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: Anne Fearon, Deputy Director
 Public Health Department
 300 N San Antonio Road
 Santa Barbara, CA 93110

To CONTRACTOR: Allen Williams, President
 Big Green Cleaning Company
 4860 Calle Real
 Santa Barbara, CA 93110

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 upon July 1, 2014, and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on June 30, 2016, subject to such provisions for termination as contained herein and CONTRACTOR is in compliance with all terms of this Agreement.

4.1 OPTION TO EXTEND: Provided CONTRACTOR is in compliance with all terms and conditions of this Agreement, CONTRACTOR is hereby granted two (2) options to extend this Agreement from and after the expiration date for an additional two (2) years. Such extended term shall continue on a year-to-year basis, renewing automatically on July 1st of each year, and shall terminate June 30, 2020.”

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 invoice, which shall include the contract number assigned by COUNTY and which is 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. 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 nonappropriation 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 Nonappropriation 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. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE

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

24. 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.

25. 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.

26. 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.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

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:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Health Department

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Deputy County Counsel

By: _____
Risk Management

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.

CONTRACTOR:

Big Green Cleaning Company

By:

Authorized Representative

Name:

Title:

EXHIBIT A

STATEMENT OF WORK

The Scope of Work for this Agreement consists of the following Attachments:

1. Description of Duties – Attachment 1
2. Service Locations and Requirements – Attachment 2
3. Task Frequency Sheet and Maps – Attachment 3

Description of Duties

EXAM ROOMS

In addition to the standard levels of cleaning outlined below, clinical examination rooms require special attention including: Daily spot cleaning of exam tables (below surface area) and weekly wiping and sanitizing of entire below-surface area; Daily damp mop with germicidal solution; and the following Day Porter services:

DAY PORTER

In addition to the standard levels of cleaning outlined below and the specific Exam Room services outlined above, Day Porter services are needed in exam rooms and shall include: spot clean surfaces, glass and mirrors needed; remove debris from floor; empty and sanitize trash containers and replace liners as needed.

ENTRANCES

Glass and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean.

Corners/Thresholds - Shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

Floors and Cove bases, mats and carpet - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by SBCPHD. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans will be kept cleaned.

ELEVATORS

Tracks - Shall be free of dirt and debris. Tracks shall appear visibly clean to include the elimination of standing water from wet cleaning procedures.

Lights - Shall be free of dust, cobwebs and soil and stains without causing damage. Diffusers shall remain in proper position and they shall appear streak-free, film free and uniformly clean.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. Bright metal surfaces shall be polished to a high shine to include the elimination of polish residue and/or film.

Call Buttons – Shall be free of fingerprints and all residue without causing damage.

Floors, Carpet and Cove bases - Shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floors shall have a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by SBCPHD. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the

Exhibit A – Attachment 1
Big Green Cleaning Company

elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

CORRIDORS

Floors and Cove bases - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by SBCPHD. Floors shall appear visibly and uniformly smooth and clean to include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Water Fountains - Shall be free of dust, cobwebs, soil, scale and water spots without causing damage.

Bright work shall be disinfected and polished to a streak-free shine.

STAIRWELLS

Rails and Walls - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings - Shall be free of dust, cobwebs, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

RESTROOMS

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by SBCPHD. Sanitation levels shall be closely monitored by inspection and approved testing methods.

Dispensers and hardware - Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled with proper expendable supply item.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Mirrors - Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets, urinals and adjoining floor work - Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Exhibit A – Attachment 1
Big Green Cleaning Company

Partitions, walls and doors - Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film. Ceramic walls, metal kick plates, handles and push plates on doors shall also be polished-dry.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food and the presence of an offensive odor emitting from the container.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by SBCPHD. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Air Vents - Shall be free of dust, cobwebs and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs and soil without causing damage. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

DAY PORTER

In addition to the standard levels of restroom cleaning outlined above, Day Porter services are required in specific areas (identified on Attachment III - Maps), and shall include: spot clean toilet bowls, urinals, hand basins, glass, mirrors doors and partitions as needed; remove debris from floor; empty trash containers and replace liners as needed; sanitize as needed.

OFFICES

Entrance Doors - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Public Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food and the presence of an offensive odor emitting from the container.

Partitions - Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Floors, Carpet and Baseboards - Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by SBCPHD. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

Exhibit A – Attachment 1
Big Green Cleaning Company

KITCHENS/BREAKROOMS

Cabinets, refrigerator and microwave - exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container. Walls adjoining waste container require special attention and need to be kept clean.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by SBCPHD. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue.

MISCELLANEOUS

Air Vents - Shall be free of dust, cobwebs, and soil. This also applies to air distribution units and exhaust vents.

Light Fixtures - Shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Ceilings – All cobwebs shall be removed.

Range exterior/cooktop/oven, microwave interior and refrigerator interior shall be defined as additional services for an additional fee charged to the requesting department.

WAITING ROOM DAY PORTER

Spot clean chairs and tables; restack magazines; remove debris from floors; empty trash containers and replace liners as needed; sanitize as needed.

JANITOR CLOSETS AND STOREROOM

Shelves - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized and kept neatly on shelves.

Janitor Carts - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organized neatly.

Walls - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue.

Utility Sinks - Shall be free of residue, soap film, streaks, embedded soil and water spots.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have a slip-resistant seal and finish applied, which results in a consistent high-shine, unless

Exhibit A – Attachment 1
Big Green Cleaning Company

otherwise directed by SBCPHD. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

TRASH REMOVAL/TRASH CONTAINERS

Contractor shall facilitate SBCPHD's current waste recycling program that requires each agency to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose. The Contractor shall empty recyclable and non-recyclable waste into designated containers.

Waste removal shall be to containers designated by SBCPHD and shall be deposited in such a manner that it will not fly around causing a mess or nuisance.

Waste containers shall be fitted with correct-sized liner.

COST PER HOUR FOR ADDITIONAL CLEANING

Contractor will provide a "cost per hour" summary to include employee hourly rate, cost for any supplies used, cost per hour, overtime anticipated, etc.

STRIP & WAX VINYL/COMPOSITION/RESILIENT FLOOR

Completely remove old finish or wax from floors using a concentrated solution of an approved liquid cleaner. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls and furniture. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by SBCPHD. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

STRIP & WAX SPANISH TILE/CONCRETE/CERAMIC FLOOR

Hard surface floors such as brick, terrazzo, ceramic and Spanish tile, marble, etc. shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.

STEAM CLEAN INDIVIDUAL CHAIRS

Upon request, chairs will be steam cleaned with a hot water extraction and an approved liquid cleaner to remove all spots, stains, etc. A final extraction will be done with a clean basin of water to ensure all chairs are left free of solution residue and odor.

EMERGENCY CALL-OUT

Upon request, CONTRACTOR may provide an employee to respond to emergency situations.

Exhibit A - Attachment 2
Big Green Cleaning Company

Service Locations

	Frequency <i>(Per Attachment II)</i>	Bldg #	Building	Address	Hours per Month	Monthly Cost
1	5x	1	PHD Administration	300 N. San Antonio Rd, B-1 Santa Barbara	59	\$1,216. ⁰⁰
2	5x	3	PHD Ancillary	315 Camino del Remedio, B-3 Santa Barbara	157	\$3,246. ⁰⁰
3	5x	4	SB Health Care Center	345 Camino del Remedio, B-4 Santa Barbara	312	\$7,012. ⁰⁰
4	5x	8	PHD Cottage	300 N. San Antonio Rd, B-8 Santa Barbara	22	\$405. ⁰⁰

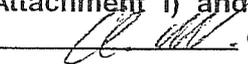
SECTION 3.0 - REQUIREMENTS

3.1 Scope of Work

SBCPHD seeks a Contractor to provide Custodial Services to Locations listed in **Attachment I Service Locations**. Contractor will furnish all labor, uniforms, badges, materials, equipment, transportation, supervision and management required to provide Custodial Services in accordance with all terms and conditions of this RFP. Contractor shall perform all required duties (at each location) as shown in **Attachment II Task Frequency Sheets**.

The premises shall be maintained with nothing but the highest standards at no less than the frequencies set forth herein. The frequencies indicated herein are general requirements for the purposes of identifying overall maintenance frequencies. The specific site evaluation frequencies shall govern. In the event of any conflict or inconsistency in the interpretation thereof, the SBCPHD Contract Administrator, or her designee, shall resolve said conflict/inconsistency.

The premises shall be maintained with a clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.

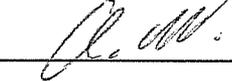
Review Service Locations (Attachment I) and Task Frequency sheets (Attachment II). Indicate acceptance by initial  or state any modification.

3.2 Term

The initial term of the contract will be for 2 (two) years upon award and by mutual agreement may be renewed for up to 2 (two) additional two-year periods. If contract is extended for additional one-year periods, SBCPHD will consider price escalation based on substantiation by an index, living wage increase, etc.

In the event of any extension of this contract beyond the initial 2 (two) year period, SBCPHD reserves the right to either accept or reject any price adjustments submitted in writing ninety days prior to the end of the current contract period as part of SBCPHD's consideration for the contract extension.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project and the Contractor will relieve SBCPHD of any further obligation.

Indicate acceptance by initial  or state any modification.

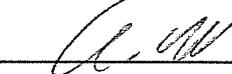
3.3 Billing

Contractor will submit an itemized monthly statement referencing the assigned contract number.

Itemization will include, but is not limited to:

1. Cost by building broken down by each department within that building
2. Address of each building
3. Service dates
4. Invoice Number

County reserves the right to inspect and audit Contractor's billing procedures and records.

Indicate acceptance by initial  or state any modification.

3.4 Quality Assurance

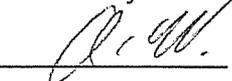
Work performed must be of the highest quality. Performance standards must be monitored and met.

Offeror will provide with their proposal a detailed quality assurance program; e.g.- random sampling, validated complaints, unscheduled inspections, etc., which Offeror will utilize to monitor the custodial services proposed.

Offeror will include a formal method of reporting contract performance satisfaction and/or dissatisfaction.

3.5 Insurance Requirements

Successful Offeror shall acquire and maintain, at his/her own expense, all insurance described in accordance with Exhibit C of the County of Santa Barbara "Agreement for Services and Independent Contractors", STANDARD INDEMNIFICATION AND INSURANCE PROVISION for contracts REQUIRING professional liability insurance.

Indicate acceptance by initial  or state any modification.

3.6 Non Discrimination Act:

Refer to Exhibit A, Section 14 of the County of Santa Barbara "Agreement for Services and Independent Contractors".

Indicate acceptance by initial  or state any modification. Return signed statement

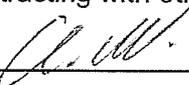
3.7 Non-Collusion

The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix any overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against SBCPHD of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, Bid Depository or to any member or agent thereof to effectuate a collusive or sham bid. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Indicate acceptance by initial  or state any modification. Return signed statement.

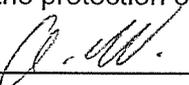
3.8 Exclusivity

SBCPHD is under no obligation to request, utilize or employ any certain extent or number of services, nor is SBCPHD restricted, by reason of this contract, from employing personnel for SBCPHD's incidental needs by contracting with other Contractors/suppliers.

Indicate acceptance by initial  or state any modification.

3.9 Safety Measures

Contractor will take all necessary precautions for the safety of employees on the work site and will erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the employees and public.

Indicate acceptance by initial  or state any modification.

3.10 Pollution Prevention

Contractor will comply with the Municipal Operations Best Management Practices Fact Sheet SC4 "Housekeeping" (County of Santa Barbara's Storm Water Management Program). Contractor shall include awareness training for storm water pollution prevention, and shall develop procedures for preventing discharges of any waste that could enter the storm drain system using Best Management Practices. Examples of Best management Practices are presented in Fact Sheet SC4 and include using sanitary sewer for disposal of waste water, using brooms or vacuums instead of hosing surfaces with water, and prompt cleanup of spills that occur in outdoor setting. Examples of waste include wastes from wash water, cleansers, degreasers, paint products, window cleaning water, rinse water, trash or other debris. Contractor must comply with federal, state, and local storm water rules including Porter Cologne and Santa Barbara

County Code Chapter 29.X Storm Water Discharges. It is a violation of County Code Chapter 29.X Storm Water Discharges to allow any discharge to the storm drain system that is not composed entirely of storm water, unless otherwise permitted or exempt.

Indicate acceptance by initial *J. W.* or state any modification.

3.10.1 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 must comply with these laws and must provide SBCPHD with copies of the Material Data Sheets five (5) days prior to performance of services or contemporaneous with delivery of services.

Indicate acceptance by initial *J. W.* or state any modification.

3.11 Secured Areas

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 SBCPHD personnel who will accompany cleaning personnel.

Indicate acceptance by initial *J. W.* or state any modification.

3.12 Materials and Services Provided by Contractor

A. Supplies

SBCPHD will provide supplies such as toilet paper, seat covers, roll towels, hand soap and trash liners. The Contractor will include in the contract price the cost for all cleaning supplies such as rags, floor finish, carpet cleaners, etc.

B. Equipment

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.

Equipment (vacuums, buffers, pylons, buckets) will be kept clean by the Contractor.

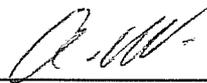
Indicate acceptance by initial *J. W.* or state any modification.

3.13 Inspections

SBCPHD's Contract Administrator, or designee, shall conduct regular/random inspections of the premises to ensure compliance with the work required by this contract. Contractor will not perform inspections during work hours without prior consent of SBCPHD Contract Administrator/designee.

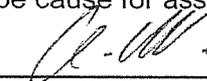
Extra work authorized by SBCPHD Contract Administrator/designee will also be inspected on a regular basis and performed to the standards of SBCPHD.

The Contractor's supervisor shall be available, upon request, for inspections with the Contract Administrator/designee.

Indicate acceptance by initial  or state any modification.

3.14 Office for Inquiries and Complaints

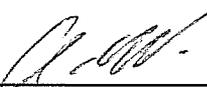
Contractor shall maintain an office in the County of Santa Barbara, South County. The office shall be equipped with a telephone in the company's name by which the Contractor conducts business and staffed during normal business hours by at least one employee who can respond to inquiries and complaints. When the office is closed, an answering service or other means of communication shall be provided to receive calls regarding the Contractor's performance of the contract work. Contractor shall answer calls within half an hour of receipt of the call and failure to respond within the time frame will be cause for assessment and damage charges.

Indicate acceptance by initial  or state any modification. Provide, with proposal, detailed information regarding office and after-hour communication.

3.15 Communications

The Contractor shall not contact other County departments under this contract unless specifically directed to by SBCPHD Contract Administrator/designee. All communication between County and Contractor shall be through the SBCPHD Contract Administrator/designee.

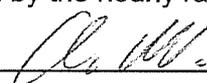
The Contractor/staff shall return Contract Administrator//designee phone calls within half an hour of receipt.

Indicate acceptance by initial  or state any modification.

3.16 Changes in Cleaning Program

County reserves the right to change the cleaning program as follows:

- A. Should changes in the cleaning program (to include increases and/or reductions of work) be desired by SBCPHD, SBCPHD will negotiate these changes with Contractor and make appropriate monthly charge adjustments for the number of hours associated with these changes.
- B. The monthly price will be inclusive of providing the full scope of services as desired herein. Any changes to the scope of services subsequently negotiated by SBCPHD will increase or decrease the monthly rate by the following formula: the number of hours added or deleted multiplied by the hourly rate.

Indicate acceptance by initial  or state any modification.

3.17 Consequences of Contractors Failure to Perform

SBCPHD will give Contractor written notice of deficiencies by copies of mutually agreed on contract performance report and if instances of unsatisfactory service are not remedied the following work service day, the cost of re-inspection may be applied.

The parties hereto agree that due to the obligations of Contractor to maintain an effective inspections system, Contractor will be conclusively presumed to have actual knowledge of work

not performed, and therefore such written notice will not be a prerequisite for withholding payment for unperformed services.

- A. In the case of non-performed work, at SBCPHD's discretion:
1. Will withhold from Contractor's invoice all billings associated with that location such non-performed work as set out in Contract.
 2. May at its option, perform the services by SBCPHD personnel or other means.
- B. In the case of unsatisfactory work, at SBCPHD's own discretion:
1. Will withhold payment from Contractor's invoice, all billings associated with that location for non-performed work as set out in Contract.
 2. May at its option, perform the services by SBCPHD personnel or other means.
- C. Should SBCPHD elect options A (1) or B (1) above, SBCPHD will also deduct, as liquidated damages, to compensate SBCPHD for administrative costs and other expenses resulting from the non-performance or unsatisfactory performance, an additional 10% of the applicable rates set forth in contract.
- D. Should SBCPHD elect options A (2) or B (2) above, SBCPHD will also deduct an additional 20% of the rate set forth in Contract in order to compensate SBCPHD for administrative costs and other expenses incurred by SBCPHD to obtain satisfactory completion of the services.
- E. Repeated instances of non-performance or non-satisfactory performance will be grounds for termination of the contract for default pursuant of the contract.

Indicate acceptance by initial *J. Williams* or state any modification.

3.18 Suspension of Work

SBCPHD unilaterally may order 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 SBCPHD. 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 SBCPHD relocating the occupants to another facility; or performing remodeling, renovations, and/or construction within a facility or part thereof.

Indicate acceptance by initial *J. Williams* or state any modification.

3.19 Notice of Suspension of Work

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

Exhibit A - Attachment 2
Big Green Cleaning Company

- 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.

Reduction in payment during a suspension period will be calculated on a prorated basis of the proportion of the monthly rate listed on the Proposal Form.

Indicate acceptance by initial *J. Williams* or state any modification.

3.20 Interrupted Service

In the event that SBCPHD 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, SBCPHD 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. Contractor must make every effort to provide custodial 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.

Indicate acceptance by initial *J. Williams* or state any modification.

3.21 Conduct of Employees

Employees of Contractor, while performing work under this contract, 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 article 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 content.
- 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 SBCPHD 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 contract supervisor is contacted for the purpose of escorting the employee away from the building safely.
- P. No unauthorized personnel are to accompany contract employees at job site (i.e. relatives, friends, guests and children)

Describe procedure used to assure compliance with above requirements.

Indicate acceptance by initial *J.M.* **or state any modification.**

3.22 Discipline or Discharge of Employees

Any Contractor's employee whose employment or performance is objectionable to SBCPHD shall be immediately transferred from the premises. A request by SBCPHD to transfer an employee shall not constitute an order to discipline or discharge the employee from Contractor's employment. All actions taken by the Contractor in regards to employee discipline shall be at the sole discretion of the Contractor. SBCPHD 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.

Indicate acceptance by initial *J.M.* **or state any modification.**

3.23 Recycled Paper Products

SBCPHD is desirous of achieving a goal of purchasing only disposable products, which contain recycled or recyclable material. Offeror is asked, where applicable and feasible, to include these items in services provided under this proposal.

Indicate acceptance by initial *J.M.* **or state any modification.**

3.24 Staffing Requirements

Contractor will provide an adequate number of cleaning personnel each day to ensure that all cleaning services herein specified are accomplished. It is the Offeror's responsibility to determine and furnish the total staff-hours.

Indicate acceptance by initial *J.M.* **or state any modification.**

3.25 Specialized Staff Training

Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service for the medical facilities. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to SBCPHD Contract Administrator/designee.

Describe in detail your firm's training procedures for complying with above regulations and describe MSDS biohazard waste handling and disposal terminal cleaning procedures.

3.26 Working Schedule

Work under any contract resulting from this RFP will be performed during SBCPHD's non-working hours except where otherwise arranged. All tasks must be performed on the designated service days. The days cannot be changed by the Contractor's sole discretion but must be approved by the Contract Administrator/designee.

Site locations that are serviced three days or less a week, one of which is a holiday, will be serviced the day after the holiday.

Indicate acceptance by initial  or state any modification.

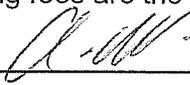
3.27 Holidays

It is the responsibility of the Contractor to adjust the cleaning schedule according to the Calendar of Holidays – **Attachment IV**.

Indicate acceptance by initial  or state any modification.

3.28 Background Checks

Background checks may be required on Contractor's employees providing services to SBCPHD. This will include any and all backup personnel. The normal process is for Contractor's employees to go to the Santa Barbara Sheriff's Department for fingerprints. Contractor may also submit a background check of their own but it must cover at least the Santa Barbara Sheriff Department. All fingerprint application processing fees are the responsibility of the Contractor.

Indicate acceptance by initial  or state any modification.

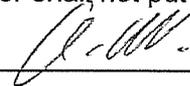
3.29 Security

Contract Administrator/designee will provide SBCPHD ID badges to all employees of Contractor. First time badges, and all defective/cracked replacement 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 \$20.00 each. Contractor/Supervisory staff must promptly report any lost ID badges to the Contract Administrator/designee.

Under no circumstances shall Contractor's employees let in or bring in any persons not authorized by SBCPHD.

All 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 the Contract Administrator/designee.

Contractor shall not duplicate any keys for premises unless directed to do so by the Contract Administrator/designee. Contractor/Supervisory staff must promptly report any lost keys or need for additional keys to the Contract Administrator/designee. To avoid the possibility of tracing lost keys to the premises, the Contractor shall not put identification on any keys.

Indicate acceptance by initial  or state any modification.

3.30 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. Contract Administrator/designee 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.

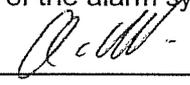
Indicate acceptance by initial  or state any modification.

Exhibit A - Attachment 2
Big Green Cleaning Company

3.31 Storage Space

SBCPHD may provide some storage space at the various facilities for janitorial supplies and equipment. Due to the limited amount of space, any storage spaces beyond that which SBCPHD is presently providing for janitorial equipment is the responsibility of the Contractor.

Indicate acceptance by initial *Q. [Signature]* or state any modification.

3.32 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract and shall give all public notices necessary for the lawful performance of the contract.

Indicate acceptance by initial *Q. [Signature]* or state any modification.

3.33 Cleaning Areas

Each building will have designated areas to include public, private, conference rooms, break and/or kitchen areas and restrooms.

Public areas – Public denotes the area of the building that extends from 10 feet outside each entrance to an SBCPHD building and includes all areas that the public can enter and roam freely. Examples are: lobbies, most elevators, hallways, public restrooms and stairwells and courtrooms.

Private areas – any area that the outside public (persons) are not able to roam freely or be in, without being invited and/or questioned. This includes areas that SBCPHD staff normally work, such as offices and cubicles.

Breakrooms and kitchen areas – will be considered as private areas with the exception that sinks will be cleaned three times a week and floors will be mopped once a week as per the Task Schedule, Attachment II.

Exceptions:

- 1) *All Conference rooms and stairwells are to be treated as public areas.*
- 2) *All mechanical rooms, machine rooms and telephone cable rooms are excluded from contract.*

A) COST PER HOUR FOR ADDITIONAL CLEANING

Contractor will provide a "cost per hour" summary to include employee hourly rate, cost for any supplies used, cost per hour, overtime anticipated, etc.

B) STRIP & WAX VINYL/COMPOSITION/RESILIENT FLOOR

Completely remove old finish or wax from floors using a concentrated solution of an approved liquid cleaner. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls and furniture. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by SBCPHD. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

C) STRIP & WAX SPANISH TILE/CONCRETE/CERAMIC FLOOR

Hard surface floors such as brick, terrazzo, ceramic and Spanish tile, marble, etc. shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.

D) STEAM CLEAN INDIVIDUAL CHAIRS

Upon request, chairs will be steam cleaned with a hot water extraction and an approved liquid cleaner to remove all spots, stains, etc. A final extraction will be done with a clean basin of water to ensure all chairs are left free of solution residue and odor.

E) EMERGENCY CALL-OUT

Upon request, CONTRACTOR may provide an employee to respond to emergency situations.

F) SPECIAL MOVES

Upon request, CONTRACTOR may provide heavy furniture moves for special and thorough (whole-room) floor cleaning activities. Heavy furniture may include: clinic exam tables, desks, filing cabinets.

Reference Section:	Description of work:	Price Quote
3.34, A	Cost per hour for additional cleaning	\$ 35. ⁰⁰
3.34, B	Cost per square foot for strip & wax vinyl/composition/resilient floor	\$ 0. <u>38</u>
3.34, C	Cost per square foot for strip & wax Spanish tile, concrete and ceramic floor	\$ 0. <u>68</u>
3.34, D	Steam clean individual chairs	\$ 4. <u>50</u>
3.34, E	Minimum charge and cost per hour for emergency call-out (business hours)	MINIMUM CHARGE = \$35. ⁰⁰ \$ 35. ⁰⁰ PER HOUR
3.34, F	Cost per hour for moving heavy equipment in preparation for thorough floor cleaning	\$ 35. ⁰⁰

Indicate acceptance by initial *Q. W.* or state any modification.

Exhibit A – Attachment 3
Big Green Cleaning Company

Task Frequency Sheet and Maps

Extent of Service	5x week	3x week	2x week	Weekly	2x month	Monthly	Quarterly	2x annually	Annually
PUBLIC AREAS									
Empty outside public trash receptacles within 10 feet of building entrances	X								
Sweep entry within 10 feet of building entrances	X					X			
Remove dust and cobwebs from vents and ceilings									
Empty all public and master trash (trash and recycle) containers in hallways, insert new liners	X								
Remove full trash & recycle bags from building & deposit in appropriate outside dumpsters.	X								
Spot clean doors, door frames, light switches, counters, handles and railings		X							
Clean interior and exterior glass doors				X					
Hard floor dusted, spot mopped and dry mopped		X							
Hard floor fully damp mopped				X					
Hard floor waxed and buffed							X		
Vacuum carpet				X					
Spot clean carpet		X							
Carpet bonnet									X
Carpet extraction									X
Floor stripping									X
Clean and sanitize all patient waiting room chairs	X								
Clean and sanitize fountains and water coolers and refill cup dispenser as needed.	X								
Low dust to 70". Included are sills, ledges, moldings, ducts and radiators. Included are desks, bookshelves and tables.	X								
High dust above 70" (hand height). Included are all shelves, moldings, ledges, ducts, and vents.	X					X			
Dust window coverings						X			
PRIVATE AREAS									
Empty all public and master trash (trash and recycle) containers in hallways, insert new liners	X								
Remove full trash & recycle bags from building & deposit in appropriate outside dumpsters.	X								
Hard floor dusted, spot mopped and dry mopped					X				
Hard floor fully damp mopped					X				
Hard floor waxed and buffed							X		
Vacuum carpet					X				
Spot clean carpet					X				
Carpet bonnet									X
Carpet extraction									X
Floor stripping									X
Low dust to 70". Included are all sills, ledges, moldings, ducts, and radiators. Excluded are desks, bookshelves and office furniture.						X			
High dust above 70" (hand height). Included are all shelves, moldings, ledges, ducts, and vents.							X		
Dust window coverings							X		

Exhibit A – Attachment 3
Big Green Cleaning Company

Task Frequency Sheet and Maps

Extent of Service	5x week	3x week	2x week	Weekly	2x month	Monthly	Quarterly	2x annually	Annually
RESTROOMS									
Wash, wipe and sanitize all walls, fixtures, mirrors and partitions	X								
Damp mop floor & baseboards w/germicide solution	X						X		
Machine strip, scrub and wax floor									
Empty and clean trash containers and insert new liners	X								
Replenish paper products, deodorizer spray and soap dispensers	X								
Low dust to 70" including shelves, sills, ledges, moldings, ducts and radiators.	X								
High dust above 70" (hand height) including shelves, moldings, ledges, ducts, and vents.				X					
Dust window coverings				X					
Clean showers						X			
EXAM ROOMS									
Empty and clean containers and insert new liners	X								
Spot clean walls, door, frames. Remove all cobwebs from baseboards, lights, walls and ceilings.	X								
Wipe and sanitize countertops, chairs and telephones.	X								
Wipe and sanitize exam tables below surface level.		X							
Spot clean exam tables below surface level.	X								
Replenish paper products, deodorizer spray and soap dispensers	X								
Dust window coverings						X			
Fully damp mop hard floors with germicide solution.	X								
Wipe ventilation grill.							X		
Wax and buff hard floors.							X		
Strip floors.									X
DAY PORTER SERVICES - Clinic, Public Health Lab, Pharmacy, Building 1 - 1st Flr									
WASHROOMS									
Spot clean toilet bowls, urinals, hand basins as needed.	X								
Spot clean mirrors.	X								
Empty and sanitize trash containers as needed (replace liners as needed)	X								
Empty sanitary containers as needed.	X								
Spot clean all doors and partitions.	X								
Refill all dispensers to normal limits- napkins, soap, tissue, towel, liners, seat holders, cups supplies furnished by Client.	X								
Remove debris from floor.	X								
EXAM ROOMS									
Spot clean all surfaces, glass, and mirrors.	X								
Remove debris from floor.	X								
Empty and sanitize trash containers as needed (replace liners as needed)	X								

Exhibit A – Attachment 3
Big Green Cleaning Company

Task Frequency Sheet and Maps

Extent of Service	5x week	3x week	2x week	Weekly	2x month	Monthly	Quarterly	2x annually	Annually
WAITING ROOMS									
Spot clean chairs and tables.	X								
Restack magazines.	X								
Remove debris from floor.	X								
Empty all trash containers as needed: (Replace liners as needed)	X								
PUBLIC HEALTH LAB									
All PRIVATE Area Services.	X								
All PRIVATE Area Services.	X								
MISCELLANEOUS									
Clean and sanitize drinking fountains	X								
Clean and sanitize sink, counters and table tops in staff break areas	X								
Wet wipe microwave ovens in staff break areas			X						
Empty and clean kitchen trash containers and insert new liners	X								
Computer Room									
Dust mop resilient and hard floors							X		
Store Room									
Dust mop resilient and hard floors				X					
Damp mop resilient and hard floors in traffic lanes.						X			
SECURITY AND MAINTENANCE									
Turn off all lights except night lights	X								
Close windows	X								
Lock all doors	X								
Turn in building keys to Supervisor	X								
Notify Facilities Manager of irregularities (unlocked doors, plumbing problems, lights not working, etc.)	X								

Exhibit A – Attachment 3
Big Green Cleaning Company

Task Frequency Sheet and Maps

Floor Plan Revised On: Sep. 26, 2013
Janitorial Layer: Nov. 26, 2013

NOT TO SCALE



300 N. San Antonio Road
Building 1

Second Floor

- Private
- Public
- Miscellaneous

Legend

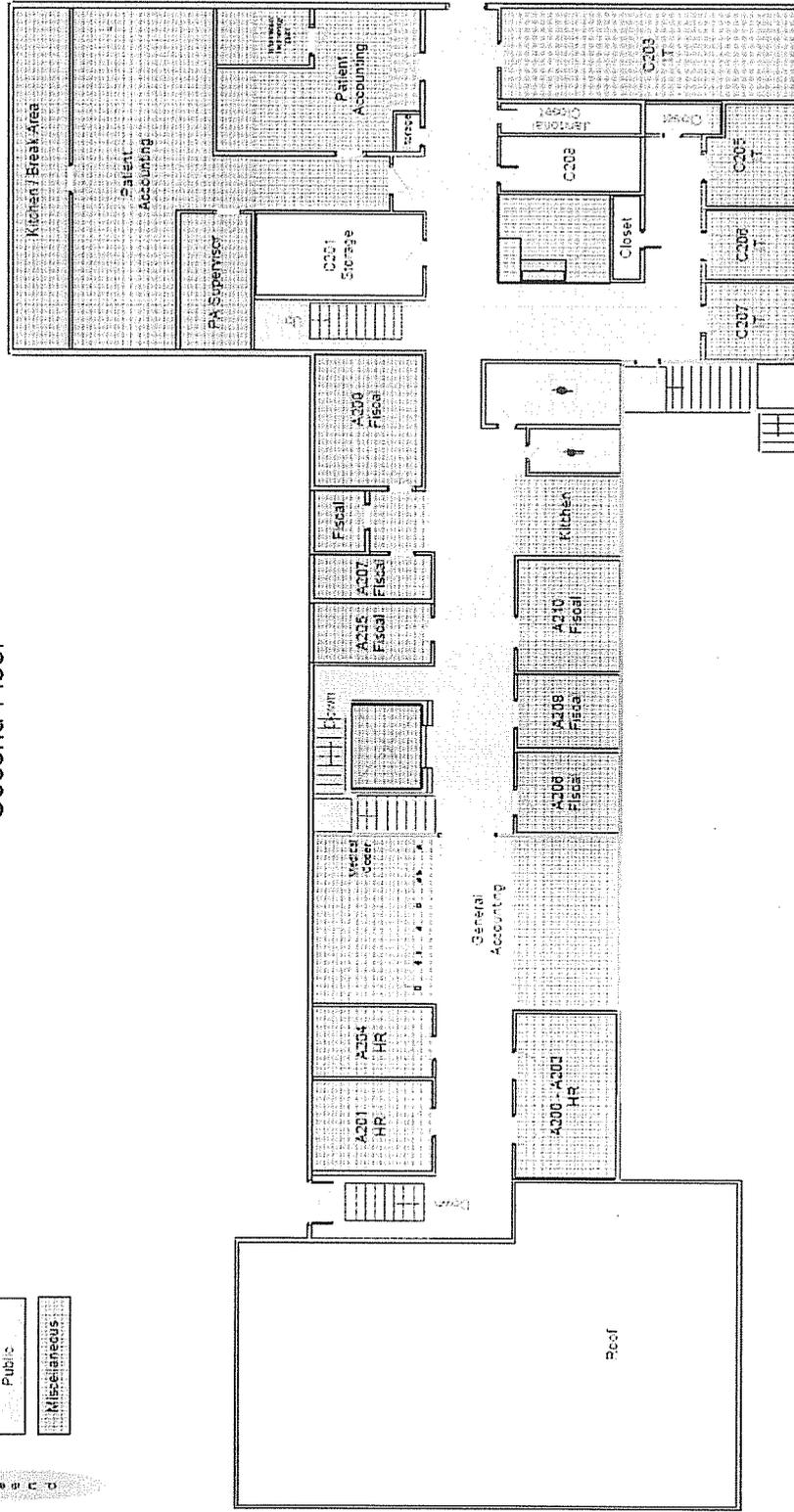


Exhibit A – Attachment 3
Big Green Cleaning Company

Task Frequency Sheet and Maps

Floor Plan Revised on: Mar 3, 2010
Janitorial Layer: July 15, 2013

315 Camino del Remedio
Building 3

Ground Floor

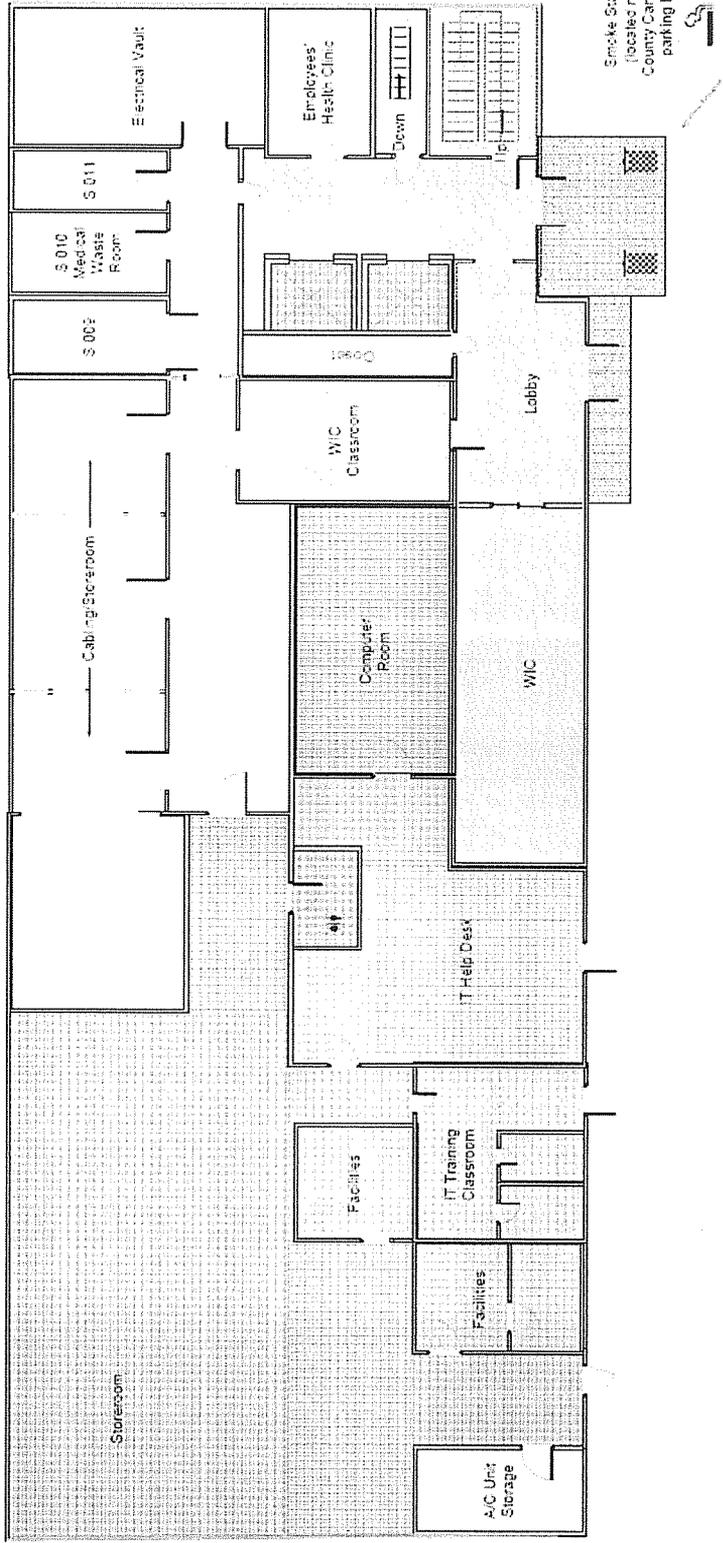
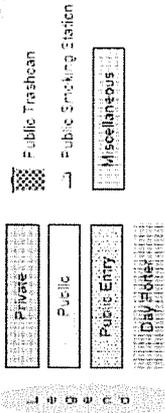


Exhibit A – Attachment 3
 Big Green Cleaning Company

Task Frequency Sheet and Maps

Floor Plan Revised on: Mar 3, 2010
 Janitorial Layer: Nov 25, 2013

315 Camino del Remedio
 Building 3

First Floor

Legend	
	401 U.S.
	Private
	Public
	Day Porter
	Miscellaneous
	Public Entry
	Public Trashcan (1)

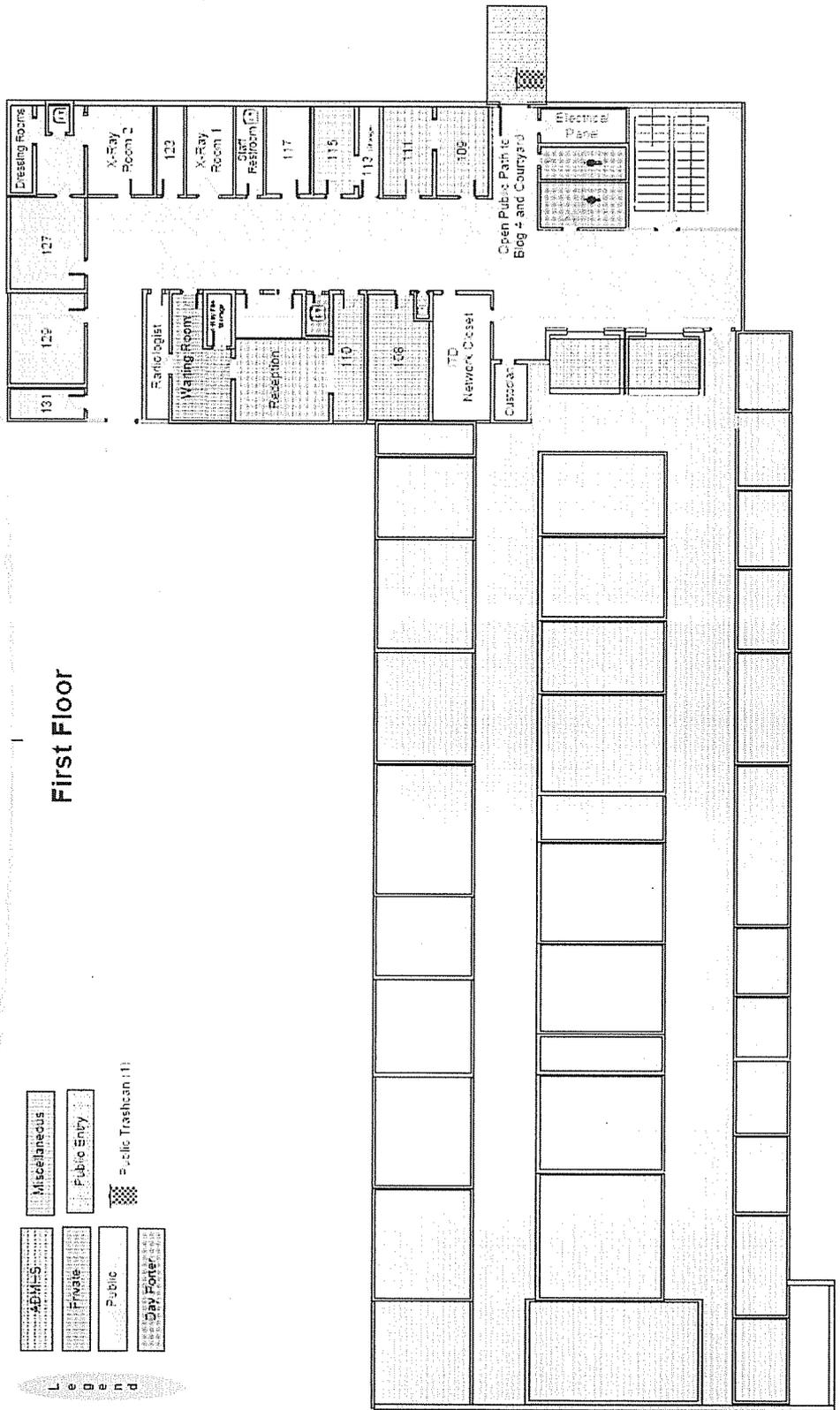


Exhibit A – Attachment 3
Big Green Cleaning Company

Task Frequency Sheet and Maps

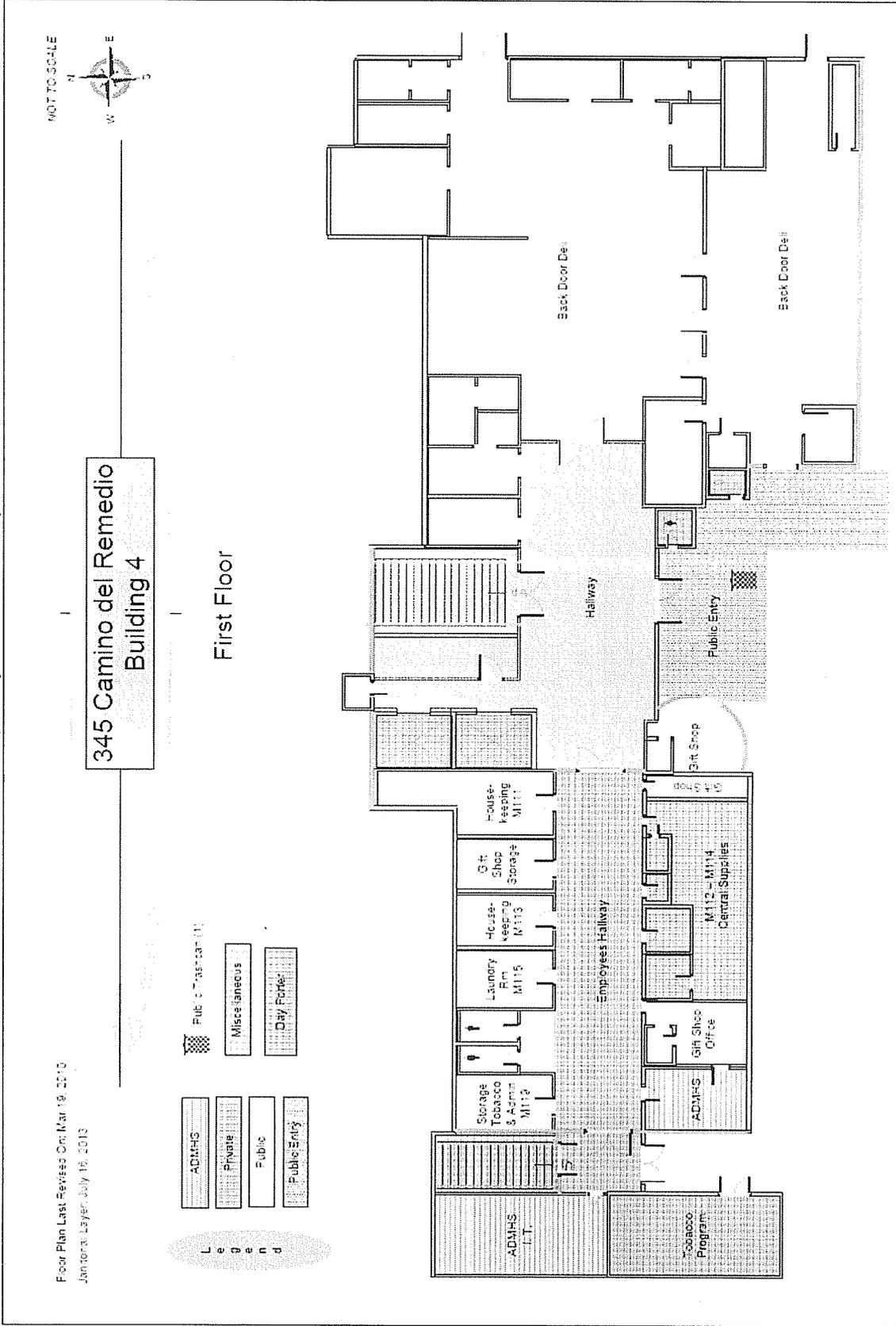


Exhibit A – Attachment 3
Big Green Cleaning Company

Task Frequency Sheet and Maps

Floor Plan Last Revised On: Mar 10, 2010
Janitorial Layer: Nov 26, 2013



345 Camino del Remedio
Building 4

Second Floor

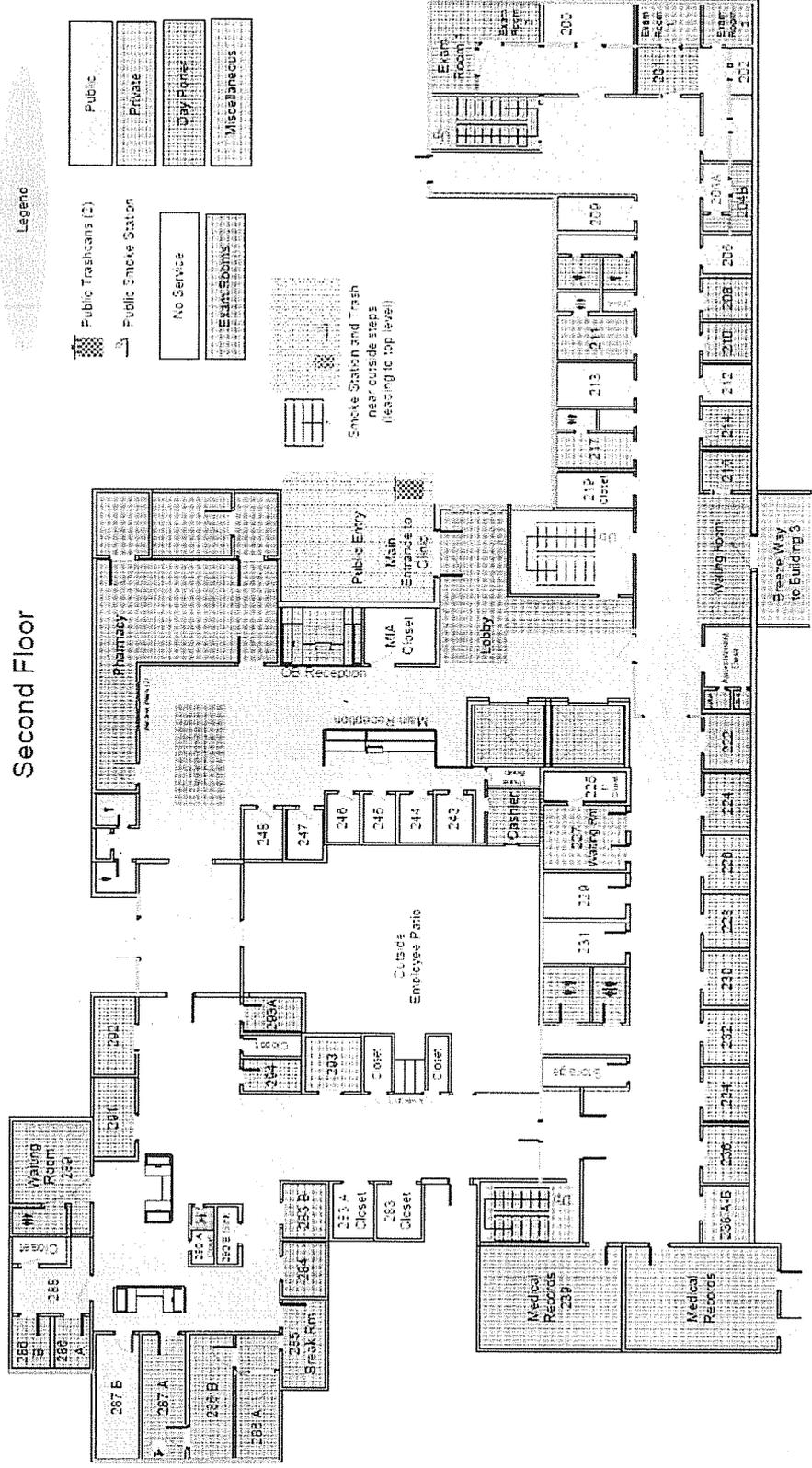


EXHIBIT B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$285,096**, inclusive of \$142,548.00 per year of this Agreement, invoiced monthly:

Monthly Cost:	\$11,879.00
Annual Cost:	\$142,548.00

- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory 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.
- D. 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.
- E. Consequences of Contractors Failure to Perform. SBCPHD will give CONTRACTOR written notice of deficiencies by copies of mutually agreed on contract performance report and if instances of unsatisfactory service are not remedied the following work service day, the cost of re-inspection may be applied. The parties hereto agree that due to the obligations of CONTRACTOR to maintain an effective inspections system, CONTRACTOR will be conclusively presumed to have actual knowledge of work not performed, and therefore such written notice will not be a prerequisite for withholding payment for unperformed services.
1. In the case of non-performed work, at COUNTY's discretion:
 - i. Will withhold payment from CONTRACTOR's invoice all billings associated with that location such non-performed work as set out in Contract.
 - ii. May at its option, perform the services by COUNTY personnel or other means.
 2. In the case of unsatisfactory work, at COUNTY's discretion:
 - i. Will withhold payment from CONTRACTOR's invoice all billings associated with that location for unsatisfactory work as set out in Contract.
 - ii. May at its option, perform the services by COUNTY personnel or other means.
 3. Should COUNTY elect options 1 (i) or 2 (i) above, COUNTY will also deduct, as liquidated damages, to compensate COUNTY for administrative costs and other expenses resulting from the non-performance or unsatisfactory performance, an additional 10% of the applicable rates set forth in Contract.

4. Should COUNTY elect options 1 (ii) or 2 (ii) above, COUNTY will also deduct, an additional 20% of the rate set forth in Contract in order to compensate COUNTY for administrative costs and other expenses incurred by COUNTY to obtain satisfactory completion of the services.

5. Repeated instances of non-performance or unsatisfactory performance will be grounds for termination of the contract for default pursuant of the contract.

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

1. Fire or other casualty, which renders the facility or any part thereof, unfit for occupancy or use immediately.
2. 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.
3. 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.

G. Notice of Suspension of Work. COUNTY will give notice of suspension of work and effective date as follows:

1. If work suspension is due to option 1 or 2 above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.
2. If suspension is due to option 3 above, written notice at least two (2) working days in advance will be given prior to effective date.

Reduction in payment during suspension period will be calculated on a prorated basis of the proportion of the monthly rate.

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, his 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

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 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 effect 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.