



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER

DP03994

Page No.
1 of 1

PO Date
JUL/01/2014

REFER INQUIRIES TO BUYER:

JO DEAN JOHNSON
Phone: 805-568-2690
Fax: 805-568-2705

SHIP-TO: ADMHS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-4762

SUPPLIER: Attn: THOMAS RAMIREZ
SOUTHERN COAST JANITORIAL
133 EAST DE LA GUERRA #221
SANTA BARBARA, CA 93101

BILL TO: ADMHS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-4762

Phone: 805-964-4993

Table with 6 columns: TERMS, F.O.B., SUPPLIER CODE, DELIVERY DATE, REQUESTED BY, REQ. NO. Row 1: 21939, JUN/30/2015, LYNDIA MCCOOL, DP03476

Table with 5 columns: LN, QUANTITY, G/L ACCOUNT DESCRIPTION, PRICE/UNIT, EXTENSION

1 1 LOT 0044+043+7080+2100++ 98,000.00 /LOT 98,000.00

SOUTH COAST JANITORIAL SERVICES / PUBLIC PROJECT - EQUIPMENT, MATERIAL & LABOR CONTRACT / RENEWAL
GENERAL: Contractor to provide janitorial services @ ADMHS Facilities including PHF per the original Agreement, Exhibit A, Attachment A, Attachment B, Exhibit B, and Exhibit B-1. Change Order for New Weekday hours per the original Exhibit A.
Contract Term: July 1, 2014 through June 30, 2015
LIMITATIONS: Total expenditure for the period shall not exceed \$98,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.
SPECIFICATIONS AND GENERAL CONDITIONS (ver.03/06/01) APPLIES.
Insurance documents already on file in Purchasing Division.
PUBLIC PROJECTS NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101. Your signature certifies that the License Number indicated is currently filed with the California State License Board and you are listed on the personnel of this License Number.

Accepted By: (X) [Signature]
Print Name/Title: Thomas Ramirez Date: 9/4/14

Applicable License # (Medical/Contractor/Etc):

Tax 1: 0.00
Tax 2: 0.00
Total: 98,000.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
(2) Mail invoices to the "bill to" address.
(3) All duty and/or taxes must be shown separately on invoice where applicable.
(4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

[Signature]
COUNTY OF SANTA BARBARA

This order is being tracked by:

Supplier



ADDITIONAL TERMS AND CONDITIONS

1. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or 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 manner which will conform to high standards of quality 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. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
2. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. 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 amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to Section 20 of the Standard Terms and Conditions. Each party waives its 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.
3. **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 parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
4. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties 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, now or hereafter existing at law or in equity or otherwise.
5. **NO WAIVER OF DEFAULT.** No delay or omission of the parties 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 the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
6. **COMPLIANCE WITH LAW.** Contractor shall, at his 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 be 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.

ADDITIONAL TERMS AND CONDITIONS

7. **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. 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.
8. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
9. **AUTHORITY.** All 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 have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.
10. **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.

EXHIBIT A

STATEMENT OF WORK

1. **CONTRACTOR SERVICES.** Contractor shall provide janitorial services for Alcohol, Drug and Mental Health Services as described below, and as further described in Attachment A and Attachment B.
 - A. Sweep and mop all tile floors;
 - B. Vacuum all carpeted areas;
 - C. Clean dining area, kitchen and tables;
 - D. Clean and sanitize restrooms;
 - E. Clean offices;
 - F. Empty trash containers;
 - G. Clean laundry rooms;
 - H. Clean client rooms;
 - I. Spray and buff floors when needed;
 - J. Provide detailed cleaning of base boards, overhead light fixtures, exterior overhead vents, and cleaning of harder to reach desk areas.
2. **SERVICE LOCATIONS.** Contractor shall provide janitorial services at the following locations:
 - A. Psychiatric Health Facility (PHF), 315 Camino Del Remedio, Santa Barbara.
 - B. Santa Maria Clinic, 500 West Foster Road, Santa Maria.
3. **HOURS / DAYS OF SERVICE.** Contractor shall provide janitorial services at the schedule and frequency described below:
 - A. Services shall be provided at the PHF seven days per week. Service hours shall be as follows:
 - i. Monday through Friday 8 AM to 5 PM with one hour lunch break;
 - ii. Saturday and Sunday 9 AM to 1:30 PM.
 - B. Services shall be provided at the Santa Maria Clinic five days per week.
4. **HOLIDAYS.**
 - A. PHF. Contractor shall observe Thanksgiving Day and Christmas Day holidays.
 - B. Santa Maria Clinic. Janitorial cleaning services shall not be performed on Holidays observed by County as follows:
 - i. New Years Day;

EXHIBIT A
STATEMENT OF WORK

- ii. Martin Luther King's Birthday;
- iii. Washington's Birthday;
- iv. Memorial Day;
- v. Independence Day;
- vi. Labor Day;
- vii. Veteran's Day;
- viii. Thanksgiving Day;
- ix. Day after Thanksgiving Day;
- x. Christmas Day.

5. TRAINING OF STAFF ASSIGNED TO PHF.

- A. Contractor shall ensure Contractor's staff receive training and/or certification in the regulatory requirements for cleaning medical offices prior to providing service under this Agreement;
- B. Contractor shall continuously train PHF staff to complete required cleaning procedures during hours when Contractor staff is not present at PHF;
- C. Contractor shall provide a copy of Contractor's training manual to ADMHS; Contractor shall notify ADMHS of subsequent revisions and provide updated copies upon revision.

ATTACHMENT A
PHF CLEANING SCHEDULE

PHF CLEANING SCHEDULE	
<u>General Offices, Client Rooms, Entrances and Hallways</u>	<u>Service Frequency</u>
Empty trash and recycling receptacles. Replace liners where applicable	7 days/week
Detail vacuum all carpeted areas	7 days/week
Dust mop all vinyl flooring	7 days/week
Clean and sanitize telephones	Weekly
Detail Dust –7' and under	7 days/week
Detail Dust – 7' and over	Monthly
Dust all horizontal surfaces within normal reach	7 days/week
Spot clean walls, light switches and doors	7 days/week
Polish all desktops and wood surfaces	7 days/week
Spot clean hand prints from doors and walls	7 days/week
Spot clean carpet 7" in diameter	7 days/week
Mop floors with neutral floor sanitizer	7 days/week
Clean base boards	Monthly
Vacuum walk off mats	7 days/week
Sweep outside front entrance	7 days/week
Spot clean front glass doors (inside and out)	7 days/week
Sweep and mop tile floors	7 days/week
Dust all book cases, furniture, etc	7 days/week
Spot clean chairs	As needed
<u>Kitchen and Break Room</u>	<u>Service Frequency</u>
Empty trash and recycling receptacles and replace liners	7 days/week
Sweep and damp mop all floors	7 days/week
Clean interior and exterior of microwave	7 days/week
Clean and polish trans cans, stainless steel	7 days/week

ATTACHMENT A
PHF CLEANING SCHEDULE

Clean exterior of appliances	7 days/week
Spot clean doors, walls and light switches	7 days/week
Clean and sanitize water dispensers	7 days/week
Clean and sanitize interior of trash and recycling receptacles	Monthly
Clean sinks, counter tops and back splash areas	7 days/week
Sanitize all eating areas, tables and chairs	7 days/week
Clean refrigerator interior	Upon Request
<u>Restrooms and Laundry Area</u>	
	<u>Service Frequency</u>
Clean and sanitize urinals, toilets, sinks, partitions, etc.	7 days/week
Sweep restroom floors and mop with germicidal cleaner	7 days/week
Clean all mirrors	7 days/week
Replace and fill all paper products, hand soap, liners, etc.	7 days/week
Remove all smudges from partitions, doors and walls	7 days/week
Clean overhead vents	7 days/week
Polish all stainless steel	7 days/week
Wipe down washer and dryers	1 day/week
Sweep behind washer and dryer	1 day/week
Wipe down tile over 7'	1 day/week
Pour water/cleaner down drains to prevent back gas odors	1 day/week
<u>Other</u>	
	<u>Service Frequency</u>
Remove spider/cobwebs from corners and edges	Bi-weekly
Detail cleaning of base boards and overhead light fixtures	Monthly
Detail cleaning under and behind desks, printers and computers	Quarterly
Detail cleaning of exterior overhead vents	Quarterly
Clean exterior front entrance	As needed

ATTACHMENT B

SANTA MARIA CLEANING SCHEDULE

<u>General Offices, Conference Room, Entrances, Hallways and Modulars</u>	<u>Service Frequency</u>
Empty trash and recycling receptacles. Replace liners where applicable	5 days/week
Detail vacuum all carpeted areas	5 days/week
Dust mop all vinyl flooring	5 days/week
Clean and sanitize telephones	Weekly
Detail Dust -7' and under	5 days/week
Detail Dust - 7' and over	Monthly
Dust all horizontal surfaces within normal reach	5 days/week
Spot clean walls, light switches and doors	5 days/week
Polish all desktops and wood surfaces	5 days/week
Spot clean hand prints from doors and walls	5 days/week
Spot clean carpet 7" in diameter	5 days/week
Clean base boards	Monthly
Vacuum walk off mats	5 days/week
Sweep outside front entrance	1 day/week
Spot clean front glass doors (inside and out)	2 days/week
Sweep and mop tile floors	5 days/week
Dust all book cases, furniture, etc	2 days/week
Spot clean chairs	As needed
<u>Kitchen and Break Room</u>	<u>Service Frequency</u>
Empty trash and recycling receptacles and replace liners	5 days/week
Sweep and damp mop all floors	5 days/week
Clean interior and exterior of microwave	5 days/week
Clean and polish trans cans, stainless steel	5 days/week
Clean exterior of appliances	5 days/week

ATTACHMENT B

Spot clean doors, walls and light switches	5 days/week
Clean and sanitize water dispensers	5 days/week
Clean and sanitize interior of trash and recycling receptacles	Monthly
Clean sinks, counter tops and back splash areas	5 days/week
Sanitize all eating areas, tables and chairs	5 days/week
Clean refrigerator interior	Upon Request
<u>Restrooms</u>	
<u>Service Frequency</u>	
Clean and sanitize urinals, toilets, sinks, partitions, etc.	5 days/week
Sweep restroom floors and mop with germicidal cleaner	5 days/week
Clean all mirrors	5 days/week
Replace and fill all paper products, hand soap, liners, etc.	5 days/week
Remove all smudges from partitions, doors and walls	5 days/week
Clean overhead vents	5 days/week
Polish all stainless steel	5 days/week
<u>Other</u>	
<u>Service Frequency</u>	
Remove spider/cobwebs from corners and edges	Bi-weekly
Detail cleaning of base boards and overhead light fixtures	Monthly
Detail cleaning under and behind desks, printers and computers	Quarterly
Detail cleaning of exterior overhead vents	Quarterly
Clean exterior front entrance	As needed

EXHIBIT B

Periodic Compensation (with attached Schedule of Rates)

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed the value shown on the Purchase Agreement.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the actual services provided as described in Exhibit A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in Exhibit B-1 (Schedule of Rates). Invoices submitted for payment that are based upon Exhibit B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. Invoice. Monthly, Contractor shall submit to County's DESIGNATED REPRESENTATIVE an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of presentation of a complete and accurate invoice.
 - A. Proper Invoice: The invoice must show the Purchase Agreement number, the month of service, service location, the rate and total.
 - B. County's Designated Representative:

Santa Barbara County Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
4. Correction of Work. County retains the right to require Contractor to correct unsatisfactory work or billings or see any other legal remedy in the event County fails to discover or object to unsatisfactory work or billings prior to payment.

EXHIBIT B-1
SCHEDULE OF RATES

Type of Service	Billing Increment	Rate
Janitorial Service - Psychiatric Health Facility (PHF)	Monthly	\$4750.00/month
Janitorial Service – 500 W. Foster Road (Santa Maria)	Monthly	\$3550.00/month

Total Contract Maximum Value: As Reflected On the Purchase Agreement



Public Project Contracts Specifications and General Conditions

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our/County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/you/Contractor"), including your agents, employees or sub-contractors. **Your signature means you have read and accepted these terms and conditions.**

SPECIFICATIONS

The contractor shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the job at the designated location according to the contract specifications.

1. **EXAMINATION OF SITE.** The contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the Contractor to establish knowledge of the general area and the specific site to familiarize himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect his ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.
3. **PROTECTION OF PROPERTY.** The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. He shall make certain that these safeguards are used both during and after the hours of work.
4. **WORKMANSHIP.** All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started.
5. **COSTS.** The contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.

GENERAL CONDITIONS

1. **LOSS OR DAMAGE.** The County or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during the work and before acceptance and the said Contractor shall assume all liability of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.
2. **INSURANCE. BEFORE COMMENCING ANY WORK UNDER THIS CONTRACT,** the Contractor shall file with the County Purchasing Division a policy, or certificate of:
 - a) Public Liability Insurance and Property Damage Insurance, including vehicle coverage, in an amount not less than \$1,000,000.00 combined single limit naming the County of Santa Barbara as additional insured. Said insurance policy shall be issued by a company licensed to transact business in the State of California, SHALL NAME THE COUNTY AND THE CONTRACTOR AS ADDITIONAL INSURED and shall be issued for operations under this contract. *A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance.* Said policy shall be issued at the expense of the Contractor and shall be maintained by the Contractor during the entire life of the contract.
 - b) Proof of the maintenance of adequate Worker's Compensation Insurance.
3. **BONDS.** For contracts of \$10,000.00 or more, the contractor will furnish the following bonds **IF AND WHEN REQUIRED:**

- a) Labor and Material Bond of 50% of the Contract price.
- b) Faithful Performance Bond for 100% of the Contract price.

4. **HOURS OF WORK.** Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time for the Contract, or by any sub-contractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation for said last named stipulation, said Contractor shall forfeit, as a penalty to the County, Twenty-five Dollars (\$25,00) for each worker employed the Contractor in the execution of this contract; or by any sub-contractor under this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said section of the Labor Code.

5. **WAGE RATES.** In accordance with the requirements of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations, has determined the general prevailing rate of per diem wages for workmen required to perform the subject work. A copy of such prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 E Anapamu St., Santa Barbara, California and is available for inspection.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any sub-contractor under his direction, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed by them in the execution of the Contract.

It is hereby further agreed that the Contractor shall forfeit to the County, as a penalty, Twenty-Five Dollars (\$25,00) for each laborer, worker or mechanic employed for each calendar day or portion thereof, who is paid less than the said stipulated rates for any work done under the contract, by him or by any sub-contractor under him. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid to each worker by the Contractor.

6. **NON-DISCRIMINATION IN EMPLOYMENT.** Federal and State Laws prohibit discrimination in employment.

The California Fair Employment Practices Act (Labor Code Section 1410 to 1433) prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, medical conditions, marital status, age, national origin or ancestry, and applies to all employers, employment agencies and labor organizations.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 1000c-2000c-17) prohibits employment or discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least 15 workers during each working day in each of 20 or more calendar weeks in the current or preceding year.

In addition to these two laws of general application, there are other Federal and state laws that prohibit employment discrimination.

7. **TERMINATION OF CONTRACT.** The County of Santa Barbara Purchasing Agent may, by giving ten (10) days written notice to the vendor, terminate the contract, prior to the designated ending date, FOR DUE CAUSE. Due cause for termination of contract shall be, but not limited to, the best interest of the County, failure of the product to meet specifications and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract with or without cause.