

JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and PBC SolutionOne, Inc., dba CCS, a California corporation, whose address is 1165 S. Pennsylvania St #200, Denver, CO 80210, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS) has a need for janitorial services at COUNTY's Selma Regional Center, located at 3830 N. McCall Ave., Selma, 93622 and Coalinga Regional Center, located at 311 Coalinga Plaza, Coalinga, CA 93210; and

WHEREAS, CONTRACTOR, has the equipment and personnel skilled in the provision of such services.

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

1. **OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall provide all janitorial services as set forth in Exhibits A and B, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall not dispose of the contents of blue trash cans unless otherwise instructed by COUNTY. CONTRACTOR shall take reasonable effort to recover contents if accidentally disposed.

C. CONTRACTOR shall ensure adequate back up coverage in the event the assigned janitor is unable to provide service.

D. CONTRACTOR shall make reasonable effort to provide terminal cleaning service during business hours or by the evening on the day the service is requested. In the event these time frames cannot be met, the service shall be performed by 7:00 a.m. the following morning.

E. CONTRACTOR shall ensure that COUNTY's Selma and Coalinga Regional Center facility keys and access badges issued to CONTRACTOR for the purpose of carrying out its janitorial services as described hereinabove shall be safeguarded from loss, theft or damage and secured in accordance with the instruction of COUNTY's designee. CONTRACTOR shall identify, and

1 with COUNTY approval, appoint one (1) supervisor to maintain control and responsibility of said facility
2 keys. Violation of the above provision may result in the CONTRACTOR being deemed irresponsible
3 for the purposes of future COUNTY bids and may be grounds for termination of this Agreement at the
4 option of COUNTY.

5 F. All janitorial services, including any additional or emergency services requested
6 by designated COUNTY staff, shall be performed so that any interruption to COUNTY's normal
7 business operations are kept to a minimum.

8 2. TERM

9 The term of this Agreement shall be for a period of three (3) years, commencing on December
10 18, 2021 through and including December 17, 2024. This Agreement may be extended for two (2)
11 additional consecutive twelve (12) month periods upon written approval of COUNTY no later than thirty
12 (30) days prior to the first day of the next twelve (12) month extension period. The Director of Social
13 Services or his or her designee is authorized to execute such written approval on behalf of COUNTY
14 based on CONTRACTOR'S satisfactory performance.

15 3. TERMINATION

16 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
17 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
18 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
19 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
21 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the
27 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
28 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY

1 with respect to the breach or default. The COUNTY shall have the right to demand of the
2 CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under
3 this Agreement, which in the judgment of the COUNTY were not expended in accordance with the
4 terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

5 C. Without Cause – Under circumstances other than those set forth above, this
6 Agreement may be suspended or terminated, in whole or in part, immediately by the Department of
7 Social Services’ Director, upon the giving of written notice to CONTRACTOR, or by CONTRACTOR,
8 upon the giving of thirty (30) days advance written notice of an intention to terminate to the COUNTY.

9 4. COMPENSATION

10 For actual services provided as identified in the terms and conditions of this Agreement,
11 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as set
12 forth in Exhibit C – Budget Summary, attached hereto and incorporated herein by this reference.

13 Payment shall be made upon certification or other proof satisfactory to COUNTY’s DSS that services
14 have actually been performed by CONTRACTOR as specified in this Agreement. CONTRACTOR shall
15 not charge COUNTY for services at either the Coalinga Regional Center or the Selma Regional Center
16 until such time as services have commenced at these sites pursuant to this Agreement.

17 In no event shall services performed under this Agreement be in excess of Five Hundred
18 Ninety-Six Thousand Nine Hundred Forty Dollars (\$596,940), fifteen percent (15%) of which is funding to
19 cover additional janitorial service emergencies, terminal cleaning, and incidentals, should they be
20 required. It is understood that all expenses incidental to CONTRACTOR’s performance of services under
21 this Agreement shall be borne by CONTRACTOR. CONTRACTOR shall submit monthly invoices to the
22 County of Fresno Department of Social Services.

23 Except as provided below regarding State payment delays, payments by COUNTY shall
24 be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
25 verification and approval of CONTRACTOR’s invoices by COUNTY’s DSS. If CONTRACTOR should
26 fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for
27 further compensation. All final claims shall be submitted by CONTRACTOR within sixty (60) days
28 following the final month of service for which payment is claimed. No action shall be taken by

1 COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is
2 not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall
3 automatically revert to COUNTY.

4 The services provided by CONTRACTOR under this Agreement are funded in whole or
5 in part by the State of California. In the event that funding for these services is delayed by the State
6 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment
7 shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of
8 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of
9 payment to COUNTY plus forty-five (45) days.

10 5. INVOICING

11 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) of each month for
12 actual expenses incurred and services rendered in the previous month to:

13 DSSAccountsPayable@fresnocountyca.gov. Invoices shall include all corresponding documentation
14 and identified by line item. Supporting documentation may include but is not limited to receipts or
15 invoices received. No reimbursement for services shall be made until invoices and receipts or other
16 supporting documents are received, reviewed, and approved by COUNTY's DSS.

17 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
18 otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right to
19 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days
20 prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of
21 ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day
22 period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS Director or
23 designee may elect to terminate this Agreement, pursuant to the termination provisions stated in
24 Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days after the
25 expiration of each term of this Agreement or termination of this Agreement, at the discretion of
26 COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of any
27 additional invoices received.

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1 6. INDEPENDENT CONTRACTOR

2 In performance of the work, duties and obligations assumed by CONTRACTOR under this
3 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
4 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
7 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
8 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify
9 that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

10 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
11 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
12 thereof.

13 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
14 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
15 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
16 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all
17 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security
18 withholding and all other regulations governing such matters. It is acknowledged that during the term of
19 this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
20 Agreement.

21 7. MODIFICATION

22 Any matters of this Agreement may be modified from time to time by the written consent of
23 all the parties without, in any way, affecting the remainder.

24 8. NON-ASSIGNMENT

25 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
26 under this Agreement without the prior written consent of the other party.

27 9. HOLD HARMLESS

28 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,

1 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
2 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
3 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
4 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
5 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
6 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its
7 officers, agents, or employees under this Agreement. If the matter is resolved in court with an
8 apportionment of fault to both COUNTY and CONTRACTOR, legal fees and damages will be divided
9 between COUNTY and CONTRACTOR based on a comparative basis of fault. The provisions of this
10 Section 9 shall survive termination of this Agreement.

11 10. INSURANCE

12 A. Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
13 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
14 following insurance policies or a program of self-insurance, including but not limited to, an insurance
15 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

16 B. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than Two Million Dollars
18 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
19 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
20 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
21 liability or any other liability insurance deemed necessary because of the nature of this contract.

22 C. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
24 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any
25 auto used in connection with this Agreement.

26 D. Worker's Compensation

27 A policy of Worker's Compensation insurance as may be required by the California Labor
28 Code.

1 Additional Requirements Relating to Insurance

2 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
3 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
4 additional insured, but only insofar as the operations under this Agreement are concerned. Such
5 coverage for additional insured shall apply as primary insurance and any other insurance, or
6 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not
7 contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be
8 cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

9 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
10 employees any amounts paid by the policy of worker's compensation insurance required by this
11 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
12 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
13 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

14 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
16 foregoing policies, as required herein, to the County of Fresno, Chris Woods, Staff Analyst, 205 W.
17 Pontiac Way, Clovis, CA 93612, stating that such insurance coverage have been obtained and are in full
18 force; that the County of Fresno, its officers, agents and employees will not be responsible for any
19 premiums on the policies; that such Commercial General Liability insurance names the County of Fresno,
20 its officers, agents and employees, individually and collectively, as additional insured, but only insofar as
21 the operations under this Agreement are concerned; that such coverage for additional insured shall apply
22 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
23 agents and employees, shall be excess only and not contributing with insurance provided under
24 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
25 minimum of thirty (30) days advance, written notice given to COUNTY.

26 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
27 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
28 Agreement upon the occurrence of such event. All policies shall be issued by admitted insurers

1 licensed to do business in the State of California, and such insurance shall be purchased from
2 companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

3 11. CONFIDENTIALITY

4 All services performed by CONTRACTOR under this Agreement shall be in strict
5 conformance with all applicable Federal, State of California and/or local laws and regulations relating
6 to confidentiality.

7 12. CLEAN AIR AND WATER

8 In the event the funding under this Agreement exceeds One Hundred Thousand and
9 No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders, or
10 requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq.; the Clean Water
11 Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws, and regulations promulgated
12 thereunder. Under these laws and regulations, CONTRACTOR shall assure:

13 A. No facility shall be utilized in the performance of the Agreement that has been
14 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

15 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of
16 any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to
17 be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of
18 Violating Facilities;

19 C. COUNTY and U.S. EPA shall be notified about any known violation of the above
20 laws and regulations; and

21 D. This assurance shall be included in every nonexempt subgrant, contract, or
22 subcontract.
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24 13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
25 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

26 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be
27 used under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be
28

1 referred to as the “prospective recipient.”

2 B. This certification is required by the regulation implementing Executive Order
3 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant’s responsibilities.

4 i. The prospective recipient of Federal assistance funds certified by
5 entering into this Agreement, that neither it nor its principals are presently debarred, suspended,
6 proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
7 transaction by any Federal department or agency.

8 ii. The prospective recipient of funds agrees by entering into this
9 Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who
10 is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered
11 transaction, unless authorized by the Federal department or agency with which this transaction
12 originated.

13 iii. Where the prospective recipient of Federal assistance funds is unable to
14 certify to any of the statements in this certification, such prospective participant shall attach an
15 explanation to this Agreement.

16 iv. The prospective recipient shall provide immediate written notice to
17 COUNTY if at any time prospective recipient learns that its certification in Paragraph thirteen (13) of
18 this Agreement was erroneous when submitted or has become erroneous by reason of changed
19 circumstances.

20 v. The prospective recipient further agrees that by entering into this
21 Agreement, it will include a clause identical to Paragraph thirteen (13) of this Agreement and titled
22 “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
23 Covered Transactions”, in all lower tier covered transactions and in all solicitations for lower tier
24 covered transaction.

25 vi. The certification in Paragraph thirteen (13) of this Agreement is a
26 material representation of fact upon which COUNTY relied in entering into this Agreement.

27 14. STATE ENERGY CONSERVATION

28 CONTRACTOR shall recognize the mandatory standard and policies relating to energy

1 efficiency in the State Energy Conservation Plan as required by the United States Energy Policy and
2 Conservation Act (42 U.S.C. section 6201, et seq).

3 15. NON-DISCRIMINATION

4 During the performance of this Agreement CONTRACTOR shall not unlawfully
5 discriminate against any employee or applicant for employment, or recipient of services, because of
6 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,
7 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,
8 religion, or religious creed, pursuant to all applicable State of California and Federal statutes and
9 regulations.

10 16. EMPLOYMENT OPPORTUNITY

11 CONTRACTOR shall comply with COUNTY policy, and the Equal Employment
12 Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of
13 race, color, national origin, sex, religion, age, disability status, or sexual preference in employment
14 practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination,
15 upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other
16 terms and conditions of employment.

17 17. CONFLICT OF INTEREST

18 No officer, agent, or employee of COUNTY who exercises any function or responsibility
19 for planning and carrying out the services provided under this Agreement shall have any direct or
20 indirect personal financial interest in this Agreement. No officer, agent, or employee of COUNTY who
21 exercises any function or responsibility for planning and carrying out the services provided under this
22 Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition,
23 no employee of COUNTY shall be employed by CONTRACTOR to fulfill any contractual obligations
24 with COUNTY. CONTRACTOR shall also comply with all Federal, State of California, and local
25 conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and
26 beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

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1 18. PROHIBITION ON PUBLICITY

2 None of the funds, materials, property or services provided directly or indirectly under
3 this Agreement shall be used for CONTRACTOR’s advertising, fundraising, or publicity (i.e.,
4 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
5 Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement
6 shall be allowed as necessary to raise public awareness about the availability of such specific services
7 when approved in advance by the Director or designee and at an approved cost for such items as
8 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
9 expense(s).

10 19. AUDITS AND INSPECTIONS

11 The CONTRACTOR shall at any time during business hours, and as often as the
12 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and
13 data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by
14 the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
15 CONTRACTOR'S compliance with the terms of this Agreement.

16 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
17 subject to the examination and audit of the Auditor General for a period of three (3) years after final
18 payment under contract (Government Code Section 8546.7).

19 20. NOTICES

20 The persons and their addresses having authority to give and receive notices under this
21 Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, DSS	Steve Larson EVP
Department of Social Services	CCS
PO Box 1912	1165 S. Pennsylvania St., #200
Fresno, CA 93718-1912	Denver, CO 80210
cwoods@fresnocountyca.gov	Jjacob@ccsbts.com

25 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
26 Agreement must be in writing, on company letterhead, and signed, and delivered either by personal
27 service, by first-class United States mail, by an overnight commercial courier service, by email with a
28 “read receipt” to each parties’ designated contact, or by fax. A notice delivered by personal service is

1 effective upon service to the recipient. A notice delivered by first-class United States mail is effective
2 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the
3 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY
4 business day after deposit with the overnight commercial courier service, delivery fees prepaid, with
5 delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by email or
6 fax is effective when transmission to the recipient is completed (but, if such transmission is completed
7 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
8 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
9 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
10 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
11 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
12 beginning with section 810).

13 21. GOVERNING LAW

14 Venue for any action arising out of or related to this Agreement shall only be in Fresno
15 County, California.

16 The rights and obligations of the parties and all interpretation and performance of this
17 Agreement shall be governed in all respects by the laws of the State of California.

18 22. INTERPRETATION OF LAWS AND REGULATIONS

19 COUNTY reserves the right to make final interpretations or clarifications on issues relating
20 to Federal and State laws and regulations, to ensure compliance.

21 23. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

22 COUNTY and CONTRACTOR, their officers, consultants, Subcontractors, agents, and
23 employees shall comply with all applicable State, Federal, and local laws and regulations governing
24 projects that utilize Federal Funds.

25 24. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

26 To the extent necessary to prevent disallowance of reimbursement under section 1861(v)
27 (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years
28 after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written

1 request to the Secretary of the United States Department of Health and Human Services, or upon request
2 to the Comptroller General of the United States General Accounting Office, or any of their duly authorized
3 representatives, a copy of this Agreement and such books, documents, and records as are necessary to
4 certify the nature and extent of the costs of these services provided by CONTRACTOR under this
5 Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties
6 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars
7 (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall
8 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services
9 pursuant to such subcontract, the related organizations shall make available, upon written request to the
10 Secretary of the United States Department of Health and Human Services, or upon request to the
11 Comptroller General of the United States General Accounting Office, or any of their duly authorized
12 representatives, a copy of such subcontract and such books, documents, and records of such
13 organization as are necessary to verify the nature and extent of such costs.

14 25. DISCLOSURE OF SELF-DEALING TRANSACTIONS

15 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
16 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes
17 its status to operate as a corporation.

18 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
19 transactions that they are a party to while CONTRACTOR is providing goods or performing services
20 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
21 is a party and in which one or more of its directors has a material financial interest. Members of the
22 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
23 and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and
24 incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-
25 dealing transaction or immediately thereafter.

26 26. ENTIRE AGREEMENT

27 This Agreement constitutes the entire agreement between the CONTRACTOR and
28 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,

1 proposals, commitments, writings, advertisements, publications, and understanding of any nature
2 whatsoever unless expressly included in this Agreement.

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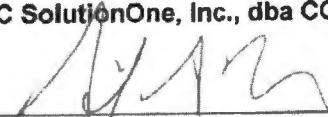
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

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4 **PBC SolutionOne, Inc., dba CCS**

5 By 

6 Print Name: Stephen S. Larson

7 Title: EVP
8 Chairman of the Board, or
9 President, or any Vice President

10
11 By 

12 Print Name: Steven B. Solin

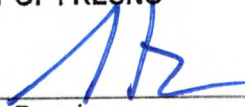
13 Title: CFO
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
any Assistant Treasurer

17 Mailing Address:
18 1165 S. Pennsylvania, #200
19 Denver, CO 80210

20 For accounting use only:
21 Fund/Subclass: 0001/10000
22 Organization: 56107604/7605
Account: 7070

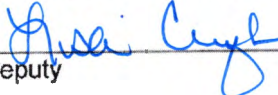
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COUNTY OF FRESNO

By: 

Steve Brandau
Chairman of the Board of Supervisors
the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

Janitorial Service Requirements

General Specifications:

1. The general day-to-day housekeeping activities are performed in accordance with commercial building housekeeping standards.
2. Contractor is to create a daily check-off list and check tasks off daily. Check-off lists are to be retained by Contractor's Supervisor and made available upon County request. County may modify the daily check-off list to better reflect or clarify duties (e.g., modifying the list to reflect different areas of the building such as "Clean Public Restrooms Sinks").
3. There shall be sufficient housekeeping cleaning supplies and equipment provided to perform duties daily. County may require that Contractor supply and install paper towel and toilet paper dispensers. Contractor may also request to supply soap dispenser at their own cost upon approval from County. County shall require Contractor to purchase supplies at a local business if contractor has supply chain issues leading to an absence of supplies on-site. Contractor shall notify County Coordinator when supplies are not able to be provided by the normal procurement method.
4. Housekeeping cleaning supplies and equipment shall be stored in designated housekeeping closets or areas.
5. A detergent germicide shall be used for all cleaning and dusting purposes.
6. Mop heads shall be removable and changed regularly for sanitary purposes.
7. There shall be sufficient housekeeping personnel to maintain the interior of the buildings in a safe, clean, orderly, attractive manner and free from offensive odors.
8. Lights are to be turned off after daily work is complete.
9. Unexpected or unscheduled needs for housekeeping services shall be categorized into three priority levels.
 - a. The highest priority services shall be those required for safety and sanitation. Any unsafe or unsanitary condition shall be corrected as soon as possible (always within twenty-four (24) hours).
 - b. The second priority level shall be services required for the general functioning of the facility, but for which no hazard is present. These shall be corrected as soon as possible, with written timelines for repairs provided to the designated Department of Social Services Facility Resources Analyst.
 - c. All other situations shall be handled on a scheduled basis

DAILY CLEANING:

1. Vacuum/Sweep/Mop all floors thoroughly:
 - a. Under (if applicable) and around furniture.
 - b. Corners, behind doors and along the baseboards.
 - c. Spot clean spills, stains and remove gum.
2. Empty wastebaskets and waste containers and replace liners as needed.
 - a. Blue wastebaskets are not to be emptied unless specifically requested.
3. Damp wipe all counters provided they are free of work materials. Damp wipe all common area modular work surfaces.
4. Clean elevator:
 - a. Stainless steel areas are to be cleaned with a metal polish.
 - b. Wood finish areas are to be cleaned with furniture polish.
 - c. Damp wipe walls.
 - d. Floors/carpets are to be vacuumed.
 - e. Elevator tracks are to be cleaned and vacuumed.
5. Clean up all spillage.
6. Clean all entry/exit doors and door glass, inside and outside.
7. Restrooms:
 - a. Floors are to be mopped with a disinfectant approved by Fresno County.
 - b. Fixtures on the sinks, toilets, urinals, and the mirrors are to be cleaned with a disinfectant approved by Fresno County.
 - c. Toilets and urinals, plus the surrounding wall areas, are to be cleaned with a disinfectant approved by Fresno County.
 - d. Sinks are to be cleaned with a powder cleanser containing bleach, if permitted.
 - e. A cleaning agent shall be poured down restroom drains to keep the smell down.
 - f. Tile surrounding sinks are to be cleaned using a disinfectant approved by Fresno County.
 - g. Empty wastebasket containers.
 - h. Refill toilet paper, paper towel, soap dispensers, sanitary products, air freshener dispensers, and seat covers.
 - i. Other cleaning agents to remove resistant soil, polish metal, or preserve floors should be used as needed, after any required treatment with disinfectant cleaner. Cleaning agents to be approved by Fresno County.
8. Clean all toilet paper, paper towel, and soap dispensers.
9. Spot clean windows, walls, doors, door jams, and area around light switches.
10. Clean with sanitizing disinfectant doorknobs and stairwell handrails.

11. Remove empty boxes, cardboard and miscellaneous material and place in appropriate containers.
12. Damp wipe chairs and/or benches in lobby/waiting room.
13. Remove staples and paper clips from carpet.
14. Clean sinks and counters in break rooms.
15. Remove cobwebs.
16. Clean door thresholds.
17. Replace all inoperative light bulbs/fluorescent tubes.
18. Wash fingerprints from walls.
19. Remove graffiti from building interior.

WEEKLY CLEANING:

1. Sweep, clean and damp mop all stairwells and stairwell landings.
2. Damp wipe all metal and wood window ledges.
3. Clean both sides of all interior/exterior window glass.
4. Damp wipe tops of all modular furniture partitions and furniture systems.

MONTHLY CLEANING:

1. Clean and dust air vents.
2. Damp wipe non-common (e.g., tops of cubicles) area modular furniture surfaces.
3. Shampoo and clean upholstered furniture (e.g., staff chairs) once a month as needed and requested by staff.

QUARTERLY CLEANING (Every three (3) months):

1. Strip and wax all linoleum flooring.
2. Shampoo carpets (using extraction method) throughout the building, including all waiting/lobby and reception areas. This work must be coordinated with County's

3. Coordinator to minimize disruption to staff.

Daily COVID-19 High Touch Point Cleaning

1. Cleaning must take place at approximately 10am or at a time approved by County's Coordinator.
2. Damp wipe and disinfect all counters and high traffic touch points.
3. Disinfect all break area touch points: tables, chairs, microwaves, refrigerator handles, coffee machines, and cabinet handles.
4. Disinfect vending machine touchpoints.
5. Disinfect elevator.
6. Disinfect all entry/exit doors and door glass, inside and outside.
7. Disinfect doorknobs and stairwell handrails.
8. Disinfect chairs/benches, counters, computer/scanner stations, and phones in lobby/waiting room.
9. Wash/disinfect fingerprints from glass entry doors and stainless steel.

AS NEEDED:

1. Replace light bulbs. Light bulbs shall be billed separately.
2. Provide Terminal Cleaning as requested by COUNTY. Terminal Cleaning is as described in Exhibit B and shall be billed as set forth in Exhibit C.

AS REQUESTED:

1. Damp wipe staff desktops as requested, provided they are free of work materials.
2. Spot sweep/vacuum and clean areas as requested

TERMINAL CLEANING

This process may be modified at the request or approval of County.

Contractor will supply all necessary labor and supplies to perform Terminal Cleaning when requested by COUNTY as follows:

Terminal Cleaning Process:

1. Put on a PPE kit.
2. **Spray all surfaces using an EPA approved disinfectant and allow for enough dwell time to fully disinfect before wiping with the microfiber cloth. Disinfectant must be guaranteed to not be harmful or damage to the contaminated material (e.g. equipment).**
3. Areas to Disinfect:
 - a. Countertops-Move all items on counters to completely disinfect the surface.
 - b. Phones
 - c. Chairs-Just areas that are touched (including the lever). It doesn't have to get under it or the base.
 - d. Appliance touchpoints
 - e. Monitors
 - f. PCs front and top.
 - g. PCs speakers if present
 - h. Handles on cubicle furniture
 - i. Trash can rims (does not have to get inside if there is a liner). Replace the liner.
 - j. Mouses
 - k. Keyboards
 - l. Cubicle or work surfaces (not faces, unless requested)
 - i. Move items on surfaces so they can all be cleaned (do not disinfect or throw away, paper, office supplies, or personal items).
 - m. Metal part of cubicles surrounding glass
4. Wipe down and disinfect office door touchpoints inside and out including the door jamb.
5. After the cleaning is complete, remove and collect all PPE, mop heads, and microfiber rags, secure them in a plastic bag and throw them away in the trash bin at the site.
6. Wipe down and disinfect any other identified touchpoints not listed in this document.

Exhibit C

Vendor Name: CCS Facility Services
Agreement Name: Janitorial Services & Supplies

DSS Location	Monthly	Annual
Selma Regional Center*	Year 1 \$ 3,453.00 \$	41,436.00
3830 N. McCall Avenue	Year 2 \$ 3,453.00 \$	41,436.00
Selma, 93662	Year 3 \$ 3,453.00 \$	41,436.00
	Year 4 \$ 3,453.00 \$	41,436.00
	Year 5 \$ 3,453.00 \$	41,436.00
		\$ 207,180.00

DSS Location	Monthly	Annual
Coalinga Office*	Year 1 \$ 3,807.00 \$	45,684.00
311 Coalinga Plaza	Year 2 \$ 3,807.00 \$	45,684.00
Coalinga, CA 93210	Year 3 \$ 3,807.00 \$	45,684.00
	Year 4 \$ 3,807.00 \$	45,684.00
	Year 5 \$ 3,807.00 \$	45,684.00
		\$ 228,420.00

COVID-19 High Touch Point Cleaning	Terminal Cleaning	
**\$800/month/each location	Labor	\$45/hour
	Drive Time	\$35/hour
Additional Services	Disinfectant Kit	\$50/per kit
\$35/hour (2 hour minimum)	PPE	\$50/per kit

5-year Total Base Cost for Both Locations Not-to-Exceed Limit	\$	435,600.00
15% Contingency (Additional Services, Terminal Cleaning, Incidentals)	\$	65,340.00
5-year COVID-19 High Touch Point Cleaning Not-to-Exceed Limit	\$	96,000.00
Total Contract	\$	596,940.00

All costs including monthly costs to be paid in arrears to contractor.
 *Selma and Coalinga costs will not commence until contractor has commenced service.
 **Will not be paid unless services rendered. The Department may discontinue this service and restart at any time.
 Additional services and terminal cleaning shall be pre-approved by the Department.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	