



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: February 28, 2023

Subject: Amendment to Purchase Order with Summit Building Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller to pay up to \$755,000 to Summit Building Services, Inc. for cleaning services provided in good faith at various Contra Costa Health locations in response to COVID-19 cleaning demand during the period June 30, 2022 through January 31, 2023.

FISCAL IMPACT:

Approval of this action will result in a one-time expenditure of up to \$755,000 over the requested seven month period and will be funded by American Rescue Plan Act (ARPA) funding.

BACKGROUND:

The Health Services Department has received cleaning services from Summit Building Service, Inc. at various locations providing COVID-19 services since 2020. The Health Services DOC Logistics team scheduled cleaning services through the Emergency Operations Center (EOC) Logistics staff, who created work orders for the services. In 2021, the EOC Logistics staff were deactivated, and the Health Services DOC Logistics team established a \$15,000 purchase order with Summit Building Services, Inc. to pay cleaning

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY

☐ RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **02/28/2023** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Ken Carlson, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 28, 2023

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Noelia Gutierrez,
(925) 957-2662

By: Antonia Welty, Deputy

cc:

services for newly established COVID-19 testing and immunization sites.

The Public Works Department maintains a contract with Summit Building Services, Inc. for cleaning services, which includes specific Health Services Department locations. The contract was awarded after the Public Works Department completed a request for proposal process, which was originally bid on Bidsync #2012-444. Cleaning service requests to the vendor and the invoices tied to the agreed upon terms of the contract are managed by the Public Works Department. On November 22, 2022, Health Services Department leadership was notified that some of the COVID-19 cleaning services provided by Summit from June 30, 2022 through January 31, 2023, were not covered by the Public Works agreement with Summit Building Services, Inc. It was discovered that Health Services staff, without authority to do so, had contacted the vendor directly requesting services at sites that are not included in the contract and in excess of the contract's payment limit. The two departments have sorted through the service requests and

BACKGROUND: (CONT'D)

invoices and paid the vendor for those allowable under the terms of the contract.

The Health Services Department is responsible for ensuring the vendor is paid for the services requested by County staff and provided in good faith by the contractor during the period of June 30, 2022 through January 31, 2023. Summit Building Services, Inc. is entitled to payment for the reasonable value of the services provided under the equitable relief theory of quantum meruit. The theory provides that where a vendor has been asked to provide services without a valid payment instrument, and the vendor does so to the benefit of the County, the vendor is entitled to recover the reasonable value of those services. Health Services Department staff have been directed to no longer contact the vendor directly to prevent this from happening again.

Approval of the requested payment will allow this vendor to be paid for the cleaning services provided at COVID-19 service locations.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services Department will not be able to pay the vendor for the COVID-19 cleaning services provided in good faith, which may jeopardize the County's business relations with the vendor.