

Solicitation RFP 017-C031463-RA

JANITORIAL SERVICES

Bid Designation: Public



County of Orange

Bid RFP 017-C031463-RA JANITORIAL SERVICES

Bid Number	RFP 017-C031463-RA
Bid Title	JANITORIAL SERVICES
Bid Start Date	May 3, 2021 3:44:47 PM PDT
Bid End Date	May 28, 2021 2:00:00 PM PDT
Question & Answer End Date	May 10, 2021 2:00:00 PM PDT
Bid Contact	Ruben S Aguilar Procurement Contract Specialist ruben.aguilar@ocgov.com
Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	365 days
Standard Disclaimer	The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
Bid Comments	<p>THE COUNTY OF ORANGE IS SOLICITING REQUEST FOR PROPOSALS (RFPs) FROM QUALIFIED FIRMS TO PROVIDE JANITORIAL SERVICES.</p> <p>PLEASE THOROUGHLY REVIEW THE RFP PRIOR TO SUBMITTING ANY QUESTIONS. ALL QUESTIONS PERTAINING TO THIS RFP MUST BE SUBMITTED THROUGH THE PERISCOPEHOLDINGS.COM WEBSITE.</p> <p>RESPONDENTS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS, CONDITIONS AND INSURANCE REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL. IT IS THE RESPONDENT'S RESPONSIBILITY TO CHECK BACK FREQUENTLY FOR ANY ADDENDA AND/OR OTHER INFORMATION. PLEASE SEE SECTION II, PAGES 21-22 OF RFP FOR LINE ITEMS TO BE COMPLETED THROUGH ACTUAL RFP.</p> <p>*****IMPORTANT DATES*****</p> <p>MAY 10, 2021 @ 2:00 PM PT - LAST DAY TO POST QUESTIONS</p> <p>MAY 28, 2021 @ 2:00 PM PT - REQUEST FOR PROPOSALS DUE</p> <p>IF YOU NEED TECHNICAL ASSISTANCE, PLEASE CONTACT PERISCOPE HOLDINGS VENDOR SUPPORT AT 800-990-9339, OPTION #1.</p>

Addendum # 1

New Documents	<p>Janitorial Services - Omni Final.pdf</p> <p>Janitorial Services - GTC Final.pdf</p> <p>Janitorial Services - Haynes Final.pdf</p> <p>Janitorial Services - US Metro Final.pdf</p>
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Item Response Form

Item **RFP 017-C031463-RA--01-01 - JANITORIAL SERVICES**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

No Location Specified

Qty 1

Description

SEE RFP ATTACHMENT FOR ADDITIONAL INFORMATION.



**COUNTY EXECUTIVE OFFICE
COUNTY PROCUREMENT OFFICE**

**REQUEST FOR PROPOSALS
(RFP)**

JANITORIAL SERVICES

RFP No. 017-C031463-RA

REQUEST FOR PROPOSALS



COUNTY OF ORANGE
CEO/COUNTY PROCUREMENT OFFICE
1300 S. GRAND AVE
SANTA ANA, CA 92705

**PROPOSALS MUST BE RECEIVED
ON OR BEFORE**

**May 28, 2021
By 2:00 PM PT**

**RFP Number
017-C031463-RA**

File Folder No: C031463

INSTRUCTIONS:

1. SUBMIT AND UPLOAD ELECTRONIC COPY OF PROPOSAL VIA PERISCOPE HOLDINGS.
2. RETURN THIS PAGE, SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP# 017-C031463-RA
4. QUESTIONS SHOULD BE POSTED VIA PERISCOPE HOLDINGS BEFORE THE CLOSE OF THE QUESTION AND ANSWER PERIOD.

DATE: MAY 3, 2021

**COVER PAGE
REQUEST FOR PROPOSALS (RFP)**

The County of Orange, County Executive Office/County Procurement Office, (hereinafter referred to collectively as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondents") to provide Janitorial Services. The awarded contract (hereinafter referred to as "Contract") will be a fixed fee contract between the County and the selected Respondent(s) (hereinafter referred to as "Contractor" or "Contractors" in Section III) to provide Janitorial Services, in accordance with the terms and conditions set forth in the Model Contract, including Attachments, provided herein as Section III Model Contract.

This Request for Proposals is set out in the following format:

- SECTION I. Introduction and Instructions to Respondents
- SECTION II. Response Requirements
- SECTION III. Model Contract

ALL QUESTIONS/REQUESTS FOR CLARIFICATION ARE DUE: MAY 10, 2021, 2:00 P.M. PACIFIC TIME

All questions and inquiries related to this RFP must be directed to Ruben Aguilar, County Deputy Purchasing Agent (hereinafter referred to as "DPA"), via the County's online bid system at <https://www.periscopeholdings.com>; RFP: 017-C031463-RA. (For assistance, please contact Periscope Holdings Vendor Support at: 800-990-9339 Option 1 or via email at source-support@periscopeholdings.com)

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP. The County Procurement Office will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by the County Procurement Office is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED HEREIN.		
Respondent/Company Legal Name (as it appears on W-9)		FED ID Number
Postal Address		
Authorized Signature*	Title	Date
Authorized Signature*	Title	Date

*If Respondent is a corporation, two (2) **signatures are required**: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If Respondent's officer holds dual title, Respondent must sign this instrument twice; each time indicating his or her office title, that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS SHEET WITH YOUR RESPONSE

TABLE OF CONTENTS

PAGE NO

COVER PAGE2

TABLE OF CONTENTS3

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

Introduction5

Proposed Time Schedule5

Instructions to Respondent(s) and Procedures for Submittal 5-7

Protest Procedures 7-8

Evaluation Process and Criteria..... 8-9

Selection/Award Procedures 9-10

W-9 Requirements..... 10

County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference10-11

SECTION II: RESPONSE REQUIREMENTS

Minimum Qualifications 13

PART 1

Cover Page/Executive Summary 14

Validity of Proposal.....14

Certification of Understanding 14

Minimum Qualifications 15

Certificate of Insurance 15

Conflict of Interest.....15

Litigation 16

Name/Ownership Changes 16

Statement of Compliance 17

PART 2

Company Profile.....18

PART 3

Respondent’s Proposal 19-20

Respondent’s Cost Proposal 21-22

SECTION III: MODEL CONTRACT

Model Contract..... 24-31

Terms and Conditions..... 31-40

Attachment A - Scope of Work 41-64

Attachment B - Compensation and Pricing 65-66

EXHIBIT

Exhibit I – OCLSB/DVBE Certification Requirements 67-69

Exhibit II – 587/590 Form..... 70-71

SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO RESPONDENTS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS**A. INTRODUCTION**

The County is soliciting proposals from qualified Respondents for Janitorial Services. County intends to issue one or more Regional Cooperative Agreement(s), each of which will allow County departments and California local and state governmental entities to issue subordinate contracts using the provisions and pricing of the Regional Cooperative Agreement. Refer to Section III, Attachment A of this RFP for an expanded description of the Scope of Work.

B. PROPOSED TIME SCHEDULE

DATE	ACTION
05/03/2021	Release of Request for Proposal
05/10/2021	Written questions from Respondents - Due by 2:00 PM Pacific Time
05/28/2021	RFP Closing Date and Time - 2:00 PM Pacific Time
TBD	Evaluation Process
TBD	Recommendation of Award/ Contract Negotiations

C. INSTRUCTIONS TO RESPONDENT(S) AND PROCEDURES FOR SUBMITTAL

- Proposals are due on, or prior to, the date and time specified above and on Cover Page** and must be submitted electronically via Periscope Holdings. **Paper, faxed or emailed proposals will not be accepted.** For assistance on uploading proposals via Periscope Holdings, please contact Periscope Holdings Vendor Support Team at 800-990-9339 Option 1. The County will not accept proposal(s) after the due date and time specified above in section B.

County Executive Office/County Procurement Office regular business hours:

Monday through Friday
8:00 A.M. to 12:00 P.M. and
1:00 P.M. to 5:00 P.M.

- The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a proposal. If any person contemplating submitting a response to this Request for Proposals is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the DPA via the County's on-line bid system at: <https://www.periscopeholdings.com> under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's on-line bid system at: <https://www.periscopeholdings.com>. Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. However, County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. **If an addendum is issued, a signed copy must be included with proposal response.**

All questions or inquiries must be received by the date and time specified on Cover Page (page 2) and above Section I, B.

Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the RFP Closing Date. No proposal may be withdrawn after the RFP Closing Date.

3. Each Respondent must provide: **One (1) electronic PDF copy** of their proposal. Proposals shall be formatted on standard letter size, 8.5" x 11". All pages must be numbered and identified sequentially as listed below.
- Cover Page, and all applicable addenda, if any (PDF format)
Note: Special signature requirements for Corporations
 - Part 1 – Compliance Certifications (PDF format)
 - Part 2 – Company Profile (PDF format)
 - Part 3 – Respondent Proposal (PDF format, in addition MS Word file must be provided for this section only)
 - OCLSB/DVBE - (If applicable) Submit Section III, Exhibit I – County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Certification Requirement (PDF format).

It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, **and must fully address each requirement and question**. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

Note: Allow sufficient time to upload all required files. Files will not upload successfully on Periscope Holdings if the upload is not completed before the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully.

Proposals are NOT to be marked as confidential or proprietary. County will refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the California Public Records Act, Government Code Section 6250 et seq. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the County. County reserves the right to make use of any information or ideas in the proposals submitted.

4. By submitting a proposal, the Respondent represents that it has thoroughly examined the County's requirements and is familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
5. Each Respondent must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II; Part 1; "IX. Statement of Compliance."**
6. County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the County. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which the County deems

- reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a Respondent from full compliance.
7. Pre-contractual expenses are not to be included in Respondent's Pricing. County shall not be liable for any expenses incurred by Respondent in the preparation or submission of their proposal. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Respondent's proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
 8. Where two or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
 9. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
 10. **DUNS ® No:** The County requires a valid D-U-N-S number prior to contract award. If needed, Respondents may obtain one at no cost at www.dnb.com. *If Respondent is unable to provide/obtain a D-U-N-S number, please indicate so in Respondent's proposal response.*

D. PROTEST PROCEDURES

In the event a Respondent wishes to allege a grievance by the solicitation or award of Contract, the Respondent may submit a written protest to the DPA.

1. Procedure

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- a) The name, address, and telephone number of the protestor.
- b) The signature of the protestor or the protestor's representative.
- c) The solicitation or contract number.
- d) A detailed statement of the legal and/or factual grounds for the protest; and,
- e) The form of relief requested.

Written protests must be sent by mail to:

County of Orange/County Executive Office
County Procurement Office
1300 South Grand Avenue, 2nd Floor
Santa Ana, CA 92705
Attn: Ruben Aguilar

2. Protest of Proposal Specifications

All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the RFP Closing Date for proposals. Protests received after the five (5) business-day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protestor wishes to continue in the solicitation process, the protestor must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in this RFP.

3. **Protest of Award of Contract**

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the DPA. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

4. **Protest Process**

- a) In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent renders a decision on the protest.
- b) Upon receipt of a timely protest, the Deputy Purchasing Agent will, within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- c) The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protestor's right to the protest procedures outlined herein.
- d) If the protestor disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

5. **Appeal Process**

- a) If the protestor wishes to appeal the decision of the Deputy Purchasing Agent, the protestor must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Procurement Officer.

Written appeals must be sent by mail to the address below with a courtesy copy by email:

County of Orange/County Executive Office
 County Procurement Office
 1300 South Grand Avenue
 Santa Ana, CA 92705
 Attn: County Procurement Officer
 CPOAppeals@ocgov.com

- b) Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.
- c) The decision of the County Procurement Officer will be final and there shall be no right to any administrative appeals of this decision.

E. EVALUATION PROCESS AND CRITERIA

Proposals will be competitively evaluated by an evaluation committee on the basis of the responsiveness to the questions and requirements in this RFP using the following evaluation criteria, listed in a random order of importance:

1. Respondent's background
2. Respondent's Personnel, experience and resumes
3. Work Plan/Technical Approach
4. Respondent's Cost Proposal
5. Organization/completeness of Proposal response, overall quality
6. Degree of Compliance with the Model Contract

All timely submitted Proposals first will be evaluated by the evaluation committee to determine whether the Proposal meets the RFP minimum qualifications stated in Section II, Part A Minimum Qualifications.

Proposals deemed to meet all RFP minimum qualifications will be scored based on the established criteria above, which will have been weighted, and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered based upon the Respondent(s)' submitted written materials.

The evaluation process may be conducted in two phases, based on the evaluation committee's decision. The decision whether to conduct two phases rests solely with County and the decision is final. If the evaluation committee decides to do two phases, Phase I will be an evaluation of the written proposal based on the evaluation criteria for all Respondents and Phase II will be an evaluation of an oral presentation based on some or all of the evaluation criteria for only the highest-rated Respondents in Phase I invited to participate in Phase II. The evaluation committee has the right to determine the number of Respondent(s) who would participate in Phase II.

Phase I: Written proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP using the evaluation criteria above.

Phase II: If County elects to proceed with Phase II, the selected highest-rated Respondents must be prepared to travel to the County at their own expense to make their oral presentation within five (5) business days after notification. Respondents must be prepared to discuss all aspects of their proposal in detail, including technical questions. Respondents will not be allowed to alter or amend their Proposal through the use of the presentation process.

If the evaluation committee decides not to request oral presentations, the written proposals in Phase I shall account for 100% of the total score for all Respondents.

If the evaluation committee decides to request oral presentations, the total score shall be as follows;

- Written Proposal in Phase I: 60%
- Oral Interview in Phase II: 40%

Please note that the Respondents that County elects not to invite to participate in Phase II will not have a total score.

Respondent agrees that the submission of a proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

F. SELECTION/AWARD PROCEDURES

Upon completion of the evaluation process, the evaluation committee will make a recommendation for award to the County DPA. Final award determination is subject to reference checks and past performance and may require Board of Supervisors' approval.

The Model Contract contained in Section III of this solicitation is the contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this

solicitation, including special conditions and requirements and those added by addendum and necessary attachments to reflect the Respondent's proposal and qualifications.

Negotiations may or may not be conducted with the Respondents; therefore, proposals submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without further discussion. **Any exceptions to the terms and conditions of the proposed Model Contract regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in Section II; Part 1; "IX. Statement of Compliance."**

If County is unable to negotiate a Contract in a timely manner or satisfactorily, the County, in its sole discretion, may terminate negotiations with the selected Respondent and begin negotiations with the next Respondent.

County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFP in whole or in part at any time without prior notice (County makes no representations that any Contract will be awarded to any Respondent responding to this RFP); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any proposal as non-responsive, if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

G. W-9 REQUIREMENTS - DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENT

Effective June 3, 2006, all contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9 or a Federal form W-8 for foreign vendors. The County will inform Respondent, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Respondent agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent the required W-9 or W-8. **A 587/590 Form may be required for out of State Respondents**, see separate attachment Exhibit II in Section III for additional information on all these two forms.

H. COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE POLICIES

1. **OCLSB:** Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

(1) Local Business Requirements:

- a. Maintains their principal center of operations (i.e. headquarters) within Orange County, and;
- b. Has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

(2) Small Business Requirements:

- a. Must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b. DGS Small Business requirements must be valid at the time of bid proposal submittal.

2. **DVBE:** Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of the County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) and (2) below:

- (1) Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- (2) DGS DVBE requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in **EXHIBIT I - COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS.**

SECTION II

RESPONSE REQUIREMENTS

SECTION II: RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, in accordance with Section I.C. above, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. County reserves the right to make ANY inquiry into the responsibility of Respondent.

A. MINIMUM QUALIFICATIONS

Respondent shall certify via Section II, Part 1, “IV. Minimum Qualifications” of this RFP, that Respondent meets the minimum qualifications set forth below.

Respondent must meet all of the following minimum qualifications:

1. Respondent must have a minimum of five (5) years of business experience providing Janitorial Services to an organization of similar size and complexity to the County of Orange, this shall also apply to Respondent assigned to work with County.
2. Respondents(s) must have at least five (5) references, with three (3) from California Public Sector client(s) comparable to the County of Orange, for which Janitorial Services have been performed within the past five (5) years.
3. Respondent must be capable and financially positioned to provide all services required herein. Respondent must provide its most recent annual report.
4. Respondent(s) must have the ability to do business in Orange County, California.
5. Respondent will have conducted business in California for a minimum of three (3) years.

**Part 1:
COMPLIANCE CERTIFICATIONS**

(Complete this section and submit as Part 1 of Proposal)

I. Cover Page/Executive Summary

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Respondent. If the Respondent is a corporation, then two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed Proposal submission is grounds for rejection of the Proposal and disqualification from further participation in this RFP process. All Proposals shall include in this Part 1, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

II. Validity of Proposal

County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date. Proposals not valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date will be considered non-responsive. The Respondent shall state the length of time for which the submitted Proposal shall remain valid below.

Respondent hereby certifies that Respondent’s Proposal is valid for three hundred sixty-five (365) calendar days from the RFP Closing Date.

Validity of Proposal (in days)

Signature required

III. Certification of Understanding

County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

- A.** Such understanding or representations are expressly stated in the Contract; and,
- B.** The Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

(Signature required)

IV. Minimum Qualifications

Respondent hereby certifies that it meets all minimum qualifications set forth above in Section II of this RFP.

(Signature required)

V. Certificate of Insurance

Respondent hereby certifies Respondent’s willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Model Contract, Article O. Insurance Provision).

(Signature required)

VI. Conflict of Interest

Respondent must certify either a or b by signing below:

- a. Respondent certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:
 - i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services Respondent proposes to provide.

(Signature required)

OR

- b. Respondent certifies that no relationships exist/existed as outlined in item a. above.

(Signature required)

*Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

VII. Litigation

Respondent must certify either a or b by signing below:

a. Respondent certifies current/past litigation as follows:

- i. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against the County of Orange in the past seven (7) years.
- ii. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

(Signature required)

OR

b. Respondent certifies that Respondent, or any proposed subcontractors do not have any past or current litigation.

(Signature required)

VIII. Name/Ownership Changes

Respondent must certify either a or b by signing below:

a. Respondent certifies past company name changes and/or ownership changes, for Respondent’s firm and any proposed subcontractor firm, as follows:

- i. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
- ii. Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

(Signature required)

OR

b. Respondent certifies that Respondent, or any proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

(Signature required)

IX. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP. ***Respondent must certify either A or B by signing below:***

- A.** This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, and no exceptions thereto are proposed.

(Signature required)

OR

- B.** This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, except for those proposed exceptions expressly listed in a separate attachment hereto.

(Signature required)

- i.** Attachment for each proposed exception must include:
1. The RFP page number and section of the provision Respondent is taking exception to;
 2. The complete provision Respondent is taking exception to;
 3. The suggested rewording by way of tracked changes (Microsoft Word Format);
 4. Reason(s) for submitting the proposed exception;
 5. Any impact the proposed exception may have on the services to be provided.

Part 2:
COMPANY PROFILE
(Complete this form and submit as Part 2 of Proposal)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name? _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated? _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____ *D-U-N-S® No. _____

**County requires a valid D-U-N-S® number prior to Contract Award. If needed, Respondent may obtain one at no cost at www.dnb.com. If Respondent is unable to provide/obtain a D-U-N-S® number, please indicate so in the proposal response.*

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

Part 3:**RESPONDENT'S PROPOSAL****(Complete this section and submit as Part 3 of Proposal)**

In providing responses to the questions below, restate each question in bold face type with the response directly below. Please have each question answered by appropriate personnel. The accuracy and completeness of this information will be weighed heavily in the considerations of the evaluation of the responses.

1. EXPERIENCE & QUALIFICATIONS

This section of the proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedule on similar projects, supportive client reference.

- 1.1. Describe your organization's history and experience of providing services relevant to the Attachment A, Scope of Work.
- 1.2. Provide at least five (5) reference letters, with three (3) from California Public sector client(s) comparable to the County of Orange and outside the County of Orange organization. Services must have been performed within the past five (5) years. Reference letters shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. Reference letters should be provided from previous clients who have received similar services to those listed within this RFP. If Respondent proposes to use sub-contractor(s) to perform services specified herein, County reserves the right to verify references for sub-contractor. It is Respondent's sole responsibility to ensure that the firm name, location, and point of contact's name, title, and phone number for each identified reference organization is current, complete, and accurate. County may disqualify Respondent if:
 - 1.2.1. References fail to substantiate Respondent's description of services provided.
 - 1.2.2. References fail to support that Respondent has a continuing pattern of providing capable, productive, and skilled personnel.
- 1.3. List any previous or current contracts with the County of Orange within the last five (5) years.
 - 1.3.1. Include Agency/Department name, address and contact person
 - 1.3.2. Contract Number
 - 1.3.3. Amount of Contract
- 1.4. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger/acquisitions) that may impede Respondent's ability to complete the services.
- 1.5. Provide the name and title of person(s) authorized to bind the Respondent, together with the main office address, and telephone number (including area code).
- 1.6. Respondent shall describe additional relevant information concerning the services offered in this RFP that it considers important in evaluating its services.

2. WORK PLAN/TECHNICAL APPROACH

Respondent shall provide a brief narrative that addresses the Scope of Work and demonstrates Respondent's understanding of the County's needs and requirements including any applicable techniques or methodology to be implemented and the roles of personnel in providing these services.

3. COST PROPOSAL

Respondent shall complete "Respondent's Cost Proposal" section, page 21 and page 22 of this RFP.

4. FINANCIAL STABILITY:

- 4.1 Respondent must include independently audited financial statements for the two most recent completed fiscal years. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Respondent's accountant, certifying that the information accurately reflects the Respondent's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
- 4.2 Provide a general description of the firm's (if applicable, the prime contractor and subcontractor's) financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger) that may impede Respondent's ability to complete the services.

5. ADDITIONAL INFORMATION:

- 5.1 In this section, Respondent(s) shall describe additional relevant information related to the services listed in this RFP that it considers important in evaluating Respondent(s) proposed services.
- 5.2 Provide listing of all County projects the Respondent(s) was responsible for, by submitting the following:
 - 5.2.1 Agency/Department
 - 5.2.2 County Project Manager
 - 5.2.3 Status
 - 5.2.4 Dollar Amount
 - 5.2.5 Term of Contract

RESPONDENT’S COST PROPOSAL
(Complete this section and submit as Part 3 of Proposal)

I. COMPENSATION

The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

II. FEES AND CHARGES

County will pay the following fees in accordance with the provisions of the final negotiated Contract. **Hourly rates shall be all inclusive of costs for the work to include; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.** Payment shall be as follows:

- 1. Hourly rate for Janitorial Services \$ _____
- 2. Hourly rate for Janitorial Services Supervisor \$ _____
- 3. Hourly rate for Janitorial Services After Regular Business Hours (5:00 pm – 7:00 am Mon-Fri) \$ _____
- 4. Hourly rate for Janitorial Services After Regular Business Hours (5:00 pm – 7:00 Sat, Sun or Holiday) \$ _____
- 5. Hourly rate for Flooring Specialist (Carpet Cleaning/Waxing) \$ _____
- 6. Hourly rate for Day Porter (7:00am – 5:00 pm Mon-Fri) \$ _____
- 7. Hourly rate for Day Porter (7:00am – 5:00 pm Sat, Sun or Holiday) \$ _____
- 8. Hourly rate for Day Porter Supervisor (7:00 am – 5:00pm Mon-Fri) \$ _____
- 9. Hourly rate for On-Call Emergency Services (7:00 am – 5:00pm Mon-Fri) \$ _____
- 10. Supervisor Hourly rate for On-Call Emergency Services (7:00 am – 5:00 pm Mon-Fri) \$ _____
- 11. Hourly rate for On-Call Emergency Services (5:00 pm – 7:00 am Mon-Fri) \$ _____
- 12. Supervisor Hourly rate for On-Call Emergency Services (5:00 pm – 7:00 am Mon-Fri) \$ _____

13. Hourly rate for On-Call Emergency Services (7:00 am – 5:00 pm Sat, Sun or Holiday) \$ _____

14. Supervisor Hourly rate for On-Call Emergency Services (7:00 am – 5:00 pm Sat, Sun or Holiday) \$ _____

Note: The County reserves the right to add or delete classifications through the term of the Contract.

III. SCHEDULE OF DEDUCTIONS

The fees and charges listed under Section II of Attachment B, Compensation and Pricing will aid the County in understanding the cost allocation for the different services/items that Contractor(s) will be performing while under Contract. Contractor’s associated cost for each service task identified in section II of Compensation and Pricing shall be specified in the Schedule of Deductions.

In the event that the County finds, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the fees and charges listed under Section II of Attachment B, Compensation and Pricing. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

IV. DISCOUNTS AND PRICING STRUCTURE

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract. Contractor shall provide the list price and discount price on all invoice(s).

SECTION III

MODEL CONTRACT

FOR

JANITORIAL SERVICES

SECTION III: MODEL CONTRACT

CONTRACT TBD FOR JANITORIAL SERVICES

THIS Contract **TBD** for Janitorial Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and **TBD**, with a place of business at TBD (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Compensation and Pricing

RECITALS

WHEREAS, County solicited via a Request for Proposal (“RFP”) for Janitorial Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Janitorial Services to County; and

WHEREAS, Contractor agrees to provide Janitorial Services to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, Contractor agrees to accept payment based on the pricing set forth in Compensation and Pricing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees, as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor’s SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

A. If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

B. Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to **CEOCPOInsurance@ocgov.com**.

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange

c/o: CEO/County Procurement Office

Attn: Insurance

1300 S. Grand Ave., Ste. A, 2nd Floor, Santa Ana, CA 92705-4434

Any insurance documents not addressed as shown above will be "Return to Sender".

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written consent.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.
- S. Confidentiality:** Contractor must maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Intentionally Omitted.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any

other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

- Y. Employee Eligibility Verification:** Contractor warrants that it is and it will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.
- County reserves the right to audit and verify Contractor's records before final payment is made.
- Contractor must maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor must include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract.

County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

- 1 **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Janitorial Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
- 2 **Term of Contract:** This Contract shall commence upon approval by County and execution of all necessary signatures and continue for five (5) calendar years from that date, unless otherwise terminated by County.
- 3 **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
- 4 **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
 - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
- 5 **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 6 **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor and Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
- 7 **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 8 **Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
- 9 **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage,

brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

- 10 Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
- 11 Contractor's Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
- 12 Contractor's Project Manager:** Contractor's Project Manager, as specified in Article "32" Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.
- 13 County's Project Manager:** County's Project Manager, as specified in Article "32" Notices, will act as liaison between County and Contractor during the term of this Contract.
- County's Project Manager has the right to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or personnel.
- 14 Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange DPA.
- 15 Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 16 Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
- 17 Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property.

The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) calendar days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) calendar days prior to any changes to the uniform and/or badges and/or other identification to be worn by employees.

- 18 County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
- 19 County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
- 20 Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express prior written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
- 21 Debarment:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
- 22 Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under this Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
- 23 Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
2. Contractor violates the certification by failing to carry out the requirements as noted above.

24 Disputes – Contract:

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Paragraph K.

- 25 Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.

- 26 Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a

defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

- 27 Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 28 Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 29 Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 30 News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written approval of said news media contact from County through the County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
- 31 No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 32 Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person

delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: [NAME TBD]
 Attn: [TBD], Project Manager
 [ADDRESS TBD]
 [CITY, ST, ZIP TBD]
 Phone: [TBD]
 Email: [TBD]

County: County of Orange
 [Department TBD]
 Attn: [CONTACT NAME TBD], Project Manager
 [ADDRESS TBD]
 [CITY, ST, ZIP TBD]
 Phone: [TBD]
 Email: [TBD]@ocgov.com

cc: County of Orange
 County Executive Office/County Procurement Office
 Attn: TBD, County DPA
 1300 S. Grand Ave., Bldg. A, 2nd Floor
 Santa Ana, CA 92705-4434
 Phone: 714-[TBD-TBD]
 Email: [TBD]

- 33 Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution and performance of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 34 Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
- 35 Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
- 36 Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services.
- 37 Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with

this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

- 38 Regional Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract are responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor must include in any contract entered into with another agency or entity that uses the terms and pricing of this Contract, a contract provision that states Contractor will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Any contract that attempts to use the terms and pricing of this Contract without this contract provision is not permitted under this Contract. Further, the failure to include the contract provision will be considered a material breach of this Contract and grounds for County to immediately terminate the Contract for cause. The cooperative entities using this Contract are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor is required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.

- 39 Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
- 40 Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

- 41 Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
- A. Perform background checks as to past employment history, Contractor may not rely on County's background security clearance as set forth in Article 43, Background Clearance.
 - B. Inquire as to past criminal felony convictions.
 - C. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

- 42 Background Clearance:** Upon request by County department, at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to the corresponding department Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be ground for denying clearance.
- 43 Termination – Orderly:** After receipt of a termination notice from the County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- 44 Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
- 45 Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
- 46 Material Safety Data Sheets (MSDS):** Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to County under this Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by Contractor to County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange
 CEO/Risk Management
 Attn: Safety and Loss Prevention Program
 PO Box 327
 Santa Ana, CA 92702

- 47 California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
- 48 Displaced Janitor Opportunity Act:** Contractor must comply with Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, known as the Displaced Janitor Opportunity Act (“Act”). The Act applies to contracts entered into on or after January 1, 2002.

The Act requires janitorial and building maintenance contractors that employ 25 or more individuals and their subcontractors to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor subject to certain exceptions. It further requires that employees retained under the Act’s provisions be offered continued employment if their performance during that 60-day period is satisfactory.

County shall notify Contractor if the Contract has been or will be terminated and shall indicate in that notification whether another service contract has been or will be awarded in its place and, if so, the name and address of the successor contractor. Contractor shall, within three working days after receiving that notification, provide to the successor contractor identified, the name, date of hire, and job classification of each employee employed at the site or sites covered by the Contract at the time of termination. If County does not identify a successor contractor, Contractor shall provide to County the name, date of hire, and job classification of each employee employed at the site or sites covered by the Contract at the time of termination. The requirements of this paragraph shall be equally applicable to all subcontractors of Contractor.

If Contractor and/or its subcontractors are successor contractor or successor subcontractors (as defined in the Act) to a terminated contract:

1. Contractor and its subcontractors shall retain, for a 60-day transition employment period, employees who were employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless Contractor or its subcontractors have reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.
2. Contractor and its subcontractors shall make a written offer of employment to each employee to the extent required by the Act, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. However, Contractor and its subcontractors are not required to pay the same wages or offer the same benefits as were provided by the prior contractor or its subcontractors.
3. Contractor and its subcontractors may determine fewer employees are needed to perform services than the terminated contractor and retain employees by seniority within the job classification.
4. Contractor and its subcontractors shall provide a list of its employees that indicates which of the employees were employed at the site by the terminated contractor and the terminated subcontractor and a list of any of the terminated contractor's employees who were not retained, stating the reason these employees were not retained. During the 60-day transition employment period, Contractor and its subcontractors shall maintain a preferential hiring list of eligible covered employees not retained from which Contractor and its subcontractors shall hire additional employees.
5. During the initial 60-day transition employment period, Contractor and its subcontractors shall not discharge any employee retained pursuant to this paragraph without cause. At the end of the transition employment period, Contractor and its subcontractors shall provide a written performance evaluation to each employee retained. Contractor and its subcontractors shall offer the employee continued employment if the employee's performance during the transition period is satisfactory. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

49 Registration of Employers: All employers, successor employers, contractors, and subcontractors ("employers") must comply with the requirements of the Property Service Workers Protection Act (Labor Code Section 1420-1434), pertaining to registration of employers. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall furnish proof of current and valid registration pursuant to Labor Code Section 1425.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

[CONTRACTOR NAME - TBD]*

* If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Print Name Title

Signature Date

Print Name Title

Signature Date

COUNTY OF ORANGE A political subdivision of the State of California

Print Name Deputy Purchasing Agent
Title

Signature Date

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

Print Name Title

Signature Date

ATTACHMENT A
SCOPE OF WORK

1. GENERAL INFORMATION

Respondent shall provide County with Janitorial Services on a professional, systematic and thorough basis to various departments located throughout the County of Orange. These services shall include, but are not limited to, cleaning, emptying trash receptacles and moving trash to disposal containers, washing windows (interior/exterior), vacuuming, sweeping, dusting, hard surface floor buffing, stripping, waxing and shampooing carpets and emergency clean-ups.

Each service period, as listed in the definitions below, will commence on the effective day of the Contract unless otherwise designated by the Project Manager or his/her designee. Contractor shall provide a mutual agreeable calendar to the Project Manager or his/her designee for daily, weekly, biweekly, monthly, quarterly, semi-annual and annual service items within 10 days of the effective date of the Contract. Contractor shall notify the Project Manager or his/her designee of any deviation from the schedule.

2. DEFINITIONS

- 2.1 County: The County of Orange.
- 2.2 County Project Manager: The person supervising the Contract located at each County Facility. This person will be administrating the Contract.
- 2.3 Biohazard: Biological substances that pose a threat to the health of living organisms, primarily that of humans. This can include medical waste, bodily fluids or samples of a microorganism, virus or toxin (from a biological source) that can affect human health.
- 2.4 Daily: Shall include the period of normal work week, i.e., Monday through Friday, including Saturdays and Sundays when necessary or so designated.
- 2.5 Weekly: Shall be per calendar week.
- 2.6 By Weekly: Every two Weeks. It shall be per calendar month regardless of the number of days in the month.
- 2.7 Monthly: Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.
- 2.8 Quarterly: Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.
- 2.9 Semi-Annually: Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Contract and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.
- 2.10 Annual: Shall be once (1) per year. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter.

- 2.11 Day Porter: Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours to perform the Contract related services, including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups, (plumbing and roof leaks) refilling supplies and general facility upkeep.
- 2.12 Damp Mopping: Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all purpose floor cleaner (and a disinfectant where required by the scope of work) with a dry-wrung out mop.
- 2.13 Dirt: Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- 2.14 Disinfect: To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- 2.15 Spray Buffing: A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- 2.16 Carpet Cleaning: Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufacturer's recommendations.
- 2.17 Dust Mopping: Removing dirt and debris from floor surfaces by use of a dust mop.
- 2.18 Easily Movable Items: Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- 2.19 Emergency Clean-ups: Cleaning up water from roof leaks and plumbing leaks.
- 2.20 Floor Maintenance: The tasks of sweeping, dust mopping, damp mopping, wet mopping, scrubbing, stripping, sealing, waxing, dry buffing or spray buffing to maintain floors in a neat, clean, orderly and safe state.
- 2.21 Glass: All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.
- 2.22 High Glass: Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- 2.23 Neat/Clean: Orderly, tidy and free from dirt, stains, dust and debris.
- 2.24 Cleaning: The removal of germs, dirt and impurities from surfaces. Does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.
- 2.25 Disinfecting: Use of chemicals, for example EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infections.
- 2.26 Professional: Conforming to the technical or ethical standards of a profession; displaying the conduct, appearance and qualities that characterize or mark a profession; possessing skill, experience and competence in a profession.
- 2.27 Scrubbing (hard surface floors): Cleaning floor surfaces, after sweeping or dust mopping, applying an all-purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water, picking-up residue with a wet-vacuum.

- 2.28 Sealing (hard surface floors): After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.
- 2.29 Shower, Dressing Rooms: Shower and dressing rooms are located in some departments throughout the County of Orange.
- 2.30 Spray Buffing (hard surface floors): A process used to clean, eliminate heel marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- 2.31 Stairways/Stairwell/Staircase: One or more flights of stairs, including the steps, risers and landings to pass from one level to another, a flight of stairs with the supporting framework, casings and handrails, the vertical shaft in which stairs are located.
- Note: All stairwells shall receive floor maintenance.
- 2.32 Stripping (hard surface floors): Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.
- 2.33 Sweeping: Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- 2.34 Walk-Off Mats: Mats made of various materials that are located inside and outside building entrances and throughout the building.
- 2.35 Waxing: Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors and is non-slippery and leaves a glossy and uniform appearance.
- 2.36 Wet Mopping: Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all-purpose detergent solution (and disinfectant where required by the Contract specifications).
- 2.37 Windows: Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows. After exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

3. CONTROL WORK

The corresponding County department's Project Manager or his/her designee shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract by the Contractor. The Project Manager or his/her designee shall also direct the inspection/administration of the work and decide questions regarding compensation.

- 3.1 Licenses: Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.

- 3.2 Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this Contract. Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.
- 3.3 Background Clearance: Departments may require background investigations on Contractor's current employees identified as assigned to perform services under this Contract.
- 3.4 Service Checklists: Departments may require daily, weekly, by weekly, monthly, quarterly, semi-annual or annual checklists for services provided on a regular basis.

4. BUILDING SECURITY

- 4.1 Keys: County will issue such keys (key cards) as necessary for access to the work area. Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated.
- 4.2 Security System: The work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.
- 4.3 Facility Security: Contractor shall keep all doors locked while working in the building and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area.

At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this Contract for janitorial services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.

- 4.4 Damage: Contractor shall immediately report all abnormal conditions and occurrences out of the norm to the corresponding County agency to include broken windows, vandalism, and/or other facility damage and to the Orange County Sheriff (outside normal business hours)

5. CONTRACTOR'S RESPONSIBILITIES

- 5.1 Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall research the employment and police records of each employee and shall maintain a copy of that research.
- 5.2 Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- 5.3 Identification: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's supervisor may wear badges in lieu of uniforms.

- 5.4 **Conduct:** No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this job.
- 5.5 **Supervision:** Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
- 5.6 **Training:** Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
- 5.7 **Vehicles:** Contractor owned or leased vehicles to provide transportation and parking fees to meet the Contract specifications.
- 5.8 **Schedule:** Within the first two weeks of the Contract, the Contractor shall prepare a schedule for the monthly, quarterly, semi-annual and annual cleaning. The schedule shall be given to the Project Manager or his designee. Any deviation from this schedule must be approved by Project Manager.

6. **SAFETY**

Contractor shall provide safety measures as necessary to protect County staff, customers and contracted workers within, or near, areas being cleaned. Contractor shall ensure that its cleaning operations will not create safety hazards. Any hazardous conditions resulting from cleaning operations, including but not limited to slippery floors, trip hazards or chemicals used shall be reported to the Project Manager and Project Manager immediately, and notice will be made to employees in the surrounding areas by means of posting caution signs or barricades where applicable. Any injuries shall be reported immediately to the Project Manager and Project Manager and or designee.

- 6.1 **Personal Protective Equipment (PPE):** Contractor is required to wear a face covering, in accordance with the existing County Health Officer order to prevent the spread of COVID-19.
- 6.2 **Safe Practices:** Cleaning solutions/chemicals shall be used in accordance with the manufacturer's safety instructions, including but not limited to: wearing gloves while using a product and making sure areas are well ventilated. Caution signs shall be posted warning others of wet/slippery areas when applicable.

7. **CONSERVATION OF UTILITIES**

- 7.1 Contractor shall make sure Contractor's employees practice utilities conservation. Contractor shall be responsible for operation under conditions that prevent the waste of utilities to include the following:
- 7.1.1 Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned.
- 7.1.2 Employees shall not adjust mechanical equipment controls for heating, ventilation or air condition systems.

8. CONTRACTOR'S OFFICE/EMERGENCY

The Contractor shall maintain an office in Orange County with a telephone communications system for twenty-four (24) hour emergency notification. All calls are to be returned within one (1) hour. Emergency response to the site will be no more than two (2) hours.

9. PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense, within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

10. RESTRICTIONS

10.1 General: Contractor's personnel shall not disturb papers on desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, stoves, microwaves, or refrigerators, nor shall they tamper with any personal or County property.

10.2 Telephones: Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s):

10.2.1 To report need of medical aid, fire or need of law enforcement, dial 8-911.

10.2.2 Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.

10.3 Radios: The Contractor or its employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of this Contract, as well as any other legal remedies available.

11. MATERIALS

Contractor shall furnish at its expense all equipment, tools, supplies and dispensers to perform this work. The equipment, tools, supplies and dispensers shall include but not be limited to:

11.1 Equipment: Wet and dry HEPA vacuum cleaners, (dry HEPA vacuums to have attached magnets), carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers and carpet pile lifter.

11.2 Tools: Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads and hand floor stripping tools.

11.3 Supplies: Floor, glass, tile, and carpet cleaners (Manufacturer Recommended); floor wax strippers, sealers, furniture, tile and metal waxes/polishes, wood restorer, acid base cleaners, disinfectants, deodorant blocks, sand for sand urns/ash trays, plastic trash can liners and antibacterial hand soap.

11.4 Paper Supplies: Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners.

11.5 Dispensers: Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers.

12. QUALITY OF CLEANING MATERIALS/SUPPLIES

12.1 Quality, Safety and Effectiveness

All cleaning shall be done for the purpose of sanitizing high-traffic, high-touch areas of the facilities listed in this Contract. Contractor shall properly use chemical products that meet the EPA's Criteria for use against SARS-Cov-2, the virus that causes COVID-19. CalEPA list of chemicals can be found at: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>.

All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended and will not present unsafe conditions for the Public or County employees. All cleaning materials/supplies shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage what is being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public or others using County facilities. Contractor shall furnish, at its expense, all equipment, tools, cleaning supplies, and Personal Protective Equipment (PPE), including, but not limited to, masks/face coverings, gloves, gowns, or any other CDC approved equipment deemed necessary, to perform this work.

Note: The Contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

12.2 Environmentally Preferable (Green) Products and Specifications

12.2.1 Janitorial Cleaners & Products

Janitorial Cleaners and Products are divided into the following classifications: Hard surface/General-Purpose Cleaners; Biologically-based Cleaning and Degreasing Compounds; Disinfectants and Disinfecting Cleaners; Carpet & Upholstery Cleaners; and Floor-Care Products. These classifications cover products ranging from bathroom, carpet and upholstery, general purpose, window/glass, disinfectant, and industrial cleaners.

Contractor must purchase products in compliance with the maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17). The current level of VOC content for this product category is 30%. Products must, at a minimum, meet this VOC requirement. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Since improper use can affect the performance of green cleaning products, Contractor should provide training to maintenance staff on the proper use of the products. Training is considered essential for successful implementation.

12.2.1.1 Hard surface/General-Purpose Cleaning products

Hard surface cleaning products are used to remove both organic and inorganic soils from a variety of hard surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood and stone. These products include bathroom

cleaners, boat and bilge cleaners, cooking appliance cleaners, degreasers, dish cleaners, industrial cleaners, vehicle cleaners for household and institutional use, window and glass cleaners, and cleaning products with low potential for environmental illness.

The County defines an environmentally preferable hard surface/general-purpose cleaning product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

Green Seal GS-37 & GS-34, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

12.2.1.2 Biologically-based Cleaning and Degreasing Compounds

These are products used to remove soils from a variety of surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood, and stone; can include the following product types: cleaners, biobased-general facility maintenance cleaners, cleaners, biobased cleaners all of which are generally 100 percent biodegradable and non-toxic.

The County defines an environmentally preferable biologically-based cleaning and degreasing product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-110, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

12.2.1.3 Disinfectants and Disinfecting Cleaners

Disinfectant cleaners are defined as liquid one-step cleaning and disinfecting products used in offices, schools, hospitals and retail settings. Disinfectant products covered under this document are also known as hard-surface disinfectants or low-level disinfectants, and serve to kill pathogenic microorganisms (bacteria, fungi) on hard non-porous surfaces.

The County defines an environmentally preferable disinfectant or disinfecting cleaner as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

12.2.1.4 Carpet & Upholstery Cleaners

Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials.

The County defines an environmentally preferable carpet and upholstery cleaners as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-148, www.ecologo.org/en/greenproducts/

Green Seal GS-37, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

12.2.1.5 Floor-Care Products

Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers.

The County defines an environmentally preferable floor-care product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-147 www.ecologo.org/en/greenproducts/

Green Seal GS-40, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

Cleaning chemicals must be certified through one of these agencies and must remain certified for the duration of the Contract. Products that are not listed through one of these certification agencies are prohibited as part of this Contract. Contractor must provide proof of agency certification if the product is not listed on the certification agency's website.

Material Safety Data Sheets (MSDS) must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this Contract. These changes must be submitted in writing to the Project Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

12.3 Paper Products

12.3.1 Janitorial Paper Products

- 12.3.1.1 Paper products that are environmentally preferable are found on the following agency product lists and standards:

EcoLogo, www.ecologo.org/en/greenproducts/

Green Seal, www.greenseal.org/

Conservatree, www.conservatree.com

Forest Stewardship Council (FSC) chain of custody certification, <https://us.fsc.org/chain-of-custody-certification.201.htm>

Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>

- 12.3.1.2 Chlorine-free or less-chlorinated paper products are preferential. The following language on labels and in catalogs addresses the level of chlorine used in the production process:

- A. Unbleached
- B. Bleached without chlorine or chlorine derivatives
- C. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
- D. Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the waste paper being recycled may previously have been bleached with chlorine, recycled paper products labeled PCF cannot be labeled TCF. If the final product contains any virgin fiber, then that fiber must be TCF.
- E. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.

- 12.3.1.3 The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. Contractor may utilize products of his choice which are equal to those stated:

- A. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand. **For the O & M Complex Only – 9” Jr. Jumbo Roll;**

- B. Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal. **O & M Complex Only – 8” rolls, standard size compatible with Simplicity mechanical hands-free roll towel dispenser and automatic towel dispenser 8 x 8 and a stub roll, multi fold paper towels;**
- C. Seat Covers: Waxie 851530 or equal;
- D. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
- E. All purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
- F. Feminine napkins: Kotex or equal;
- G. Wood Cleaning: Any “Green” product
- H. Floor finishes: (commercial quality)
 - Stripper: Non ammoniated, Waxie W-400 stripper,
 - Sealer: 16 percent solids, Waxie W-300 sealer
 - Wax: 16-17 percent solids, Johnson's Complete Wax
 - Spray Buff: Johnson's Snapback
 - Sweeping Compound: Green Wax – Waxie 910240
- I. Plastic liners for waste and rubbish containers:
 - Size: 2 x 8 x 24 1 mil.
 - 16 x 14 x 37 1.4 mil.
 - 15 x 9 x 24 1 mil.
 - 23 x 10 x 40 1.4 mil.
 - 15 x 9 x 33 1 mil.
 - 23 x 17 x 48 1.4 mil.
 - 23 x 17 x 48 1 mil.

13. SERVICES TO BE PROVIDED

The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to be spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks. Etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.

Contractor shall at all times provide adequate supervision of Contractor’s employees to ensure complete and satisfactory performance of all work in accordance with the terms of this Contract.

The Contractor shall, as a minimum, perform the following services:

- 13.1 Trash. Contractor shall remove daily all trash from the entire facility and other specific areas designated by the County's Project Manager. Contractor shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and /or other trash containers that are provided for disposal of trash.

Contractor shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.

Contractor shall not recycle trash or store recycled bottles and cans on the premises.

Contractor shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used and shall be changed daily or as required by the County's Project Manager.

Contractor shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the County's Project Manager.

- 13.2 Building Entrance and Atriums. Must be kept clean and free of dust, debris, cobwebs and bird droppings on a daily basis.

- 13.3 Maintain Floors. All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.

All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors.

All moved items shall be returned to their proper positions when all floor maintenance operations have been completed. Wax is to be applied only to floor surfaces that have been cleaned.

- 13.4 Sweep/Dust Mop Floors. All accessible floor areas shall be swept or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners and abutments, shall be free of litter, cobwebs, dust and debris. Chairs, trash receptacles, plants and any other move able object shall be moved or tilted in order to sweep underneath.

- 13.5 Mop Floors. All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.

- 13.6 Sweep and damp mop floors – difficult to reach areas. Contractor shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.

- 13.7 Dry/Spray Buff Floors. All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor finish and detergent, leaving a uniform, thin coat of non-skid wax. *Sweeping and wet mopping must occur before this procedure.*
- 13.8 Gym/Shower Mats. Mats located in the showers and gyms located in some facilities throughout the County of Orange.
- 13.9 Strip, Scrub, Seal, and Wax Floors. All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces. Non-skid wax shall be used. After, the entire floor shall have a uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.
- 13.10 Remove Trash. All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.
- 13.11 Empty and Clean Public Ash Trays and Urns. Contractor shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed.
- 13.12 Perform Low Dusting. All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., to a line seven feet above the top of the floor level.
- 13.13 Perform High Dusting. Contractor shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- 13.14 Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces. The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- 13.15 Clean and Polish Other Interior Glass. Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- 13.16 Clean Drinking Fountains. All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.

- 13.17 Clean Elevators. All Public Elevators and Freight Elevators. Contractor shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from the elevator floor, walls and ceiling.
- 13.18 Clean Stairways. All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- 13.19 Vacuum Carpets, Rugs and Mats. All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a *HEPA-VAC vacuum* and shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the County's Project Manager.
- 13.20 Vacuum carpets and rugs and difficult to reach areas. Contractor shall thoroughly vacuum carpets and rugs with a *HEPA-VAC vacuum*; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture.
- 13.21 Spot Clean Carpets. Contractor shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.
- 13.22 Carpet Cleaning. Contractor shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution. All carpets shall be free of dirt, (*Bonnet buffing method of cleaning carpet is not acceptable.*)
- 13.23 Vacuum and Clean Walk-Off Mats. Contractor shall vacuum and clean interior and exterior walk-off mats with a *HEPA-VAC vacuum*. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
- 13.24 General Spot Cleaning. Contractor shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- 13.25 Dust Blinds, Window Sills and Draperies. All blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs.
- 13.26 Clean Upholstered Furniture. Contractor shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor shall spot clean with a product specifically designed for upholstered furniture.

- 13.27 Toilets, Toilet Seats, and Urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures will appear visibly and uniformly clean, disinfected and polished-dry. This will include the elimination of streaks, film and water spots.
- 13.28 Enhanced Disinfecting Services Contractor shall disinfect work areas in building with non-bleach and non-aerosol disinfectant products that are on the EPA's Registered Antimicrobial Products for use against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19 list. Scope of the disinfecting service will include, but not be limited to:
- 13.28.1 Disinfect all public areas, including lobby, interview rooms, conference rooms, and orientation rooms with non-bleach and non-aerosol products:
- A. Chairs/Seating
 - B. Counter Tops
 - C. Work surfaces
 - D. Door handles
 - E. Crash Bars
- 13.28.2 Disinfect all employee common areas, including breakrooms, conference rooms, coffee bars, and computer labs, with non-bleach and non-aerosol products:
- A. Door Handles
 - B. Crash Bars
 - C. Breakroom Tables
 - D. Conference room tables
 - E. Counters
 - F. Refrigerator handles
 - G. Sink, faucets and fixtures
- 13.28.3 Disinfect all restrooms with non-bleach and non-aerosol products:
- A. Doors and door handles
 - B. Counters
 - C. Faucets
 - D. Sinks
 - E. Partition doors & Locks
 - F. Toilet flash handles
 - G. Toilet seats
- 13.29 Battery Replacement Fill and replace batteries for soap and anti-bacteria dispensers.

14. COUNTY OF ORANGE HOLIDAYS OBSERVED FOR THIS CONTRACT

Thanksgiving Day
Friday after Thanksgiving Day
Christmas
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day

**Labor Day
Columbus Day
Veterans Day**

NOTE: Some locations may be open 24 hours and on holidays. Location times, holidays and schedules will be provided per each location at the time of the job walk.

15. LOCATIONS

15.1 VARIOUS COUNTY BUILDINGS

15.1.1 RESTROOMS

15.1.1.1 Daily:

- A. Clean and refill soap, towel, (requires special rolls of towels) toilet tissue, sanitary napkins, sanitary disposal bags, and toilet seat cover dispensers. Contractor shall ensure restrooms are stocked so that supplies do not run out. Sufficient extra supplies shall be stored in designated areas on site and provided to last until next servicing. Deodorizing blocks shall be used in all urinals. Continuous air freshener dispensers should be installed (if they are missing) and should be refilled and serviced as needed.
- B. Clean and polish mirrors and faucets.
- C. Thoroughly damp clean and disinfect all surfaces of the wash bowls, toilet bowls, urinals, sanitary napkin dispensers, showers, shower mats, soap dispensers, plumbing fixtures, partitions, dispensers, doors, walls, seating, floors and other such surfaces, using a germicidal detergent. After cleaning, all surfaces will be left free of deposits, dirt, streaks and odors. Disinfect using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains.
- D. Thoroughly damp clean and disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall-mounted soap dispenser, urinals and toilets. Remove all graffiti. Disinfect surfaces using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains in the toilets.
- E. De-scale showers, toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, rust stains and rings. Spray shower curtains with an approved mildew disinfect chemical to stop mildew from building up on the shower curtains.
- F. Sweep and wet mop floors, using approved germicidal cleaner, including corners, coves, and difficult to reach areas. After sweeping and mopping, the entire surface, including the grout, shall be free from litter, dust and foreign debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily

moveable items shall be tilted or moved aside to sweep and damp mop underneath.

- G. Remove trash. Empty and clean (wipe down as needed with an approved all-purpose cleaner) the waste paper containers and empty and change waxed bags in sanitary napkin disposal receptacles.
- H. Add water and disinfectant to all floor drains.
- I. Unstop common toilet stoppages with plunger.

15.1.1.2 Weekly:

- A. Clean and wet-wipe with an approved disinfectant all of the walls and around plumbing fixtures, toilet compartment partitions, soap dispensers, partition doors, door hardware, including removal of graffiti.
- B. Clean all exposed plumbing and remove hard water deposits from all chrome fixtures.
- C. Clean pull bars.
- D. Dust tops of partitions and window sills.

Note: Toilets and urinals shall be cleaned using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable. Rings in toilet bowls are not acceptable.

15.1.1.3 Monthly:

- A. Wipe down all walls with an approved disinfect and machine scrub and disinfect floors with an approved hospital cleaner. Seal all ceramic floors with a minimum of two (2) coats of sealer.
- B. Clean vents, including removal of vent plate and brushing and vacuuming around and into duct, if requested.
- C. Dust venetian blinds (if applicable).
- D. Clean door jambs, removing all finger prints and surface grime.

15.1.2 ALL OTHER BUILDING AND SERVICE AREAS:

15.1.2.1 Daily:

- A. Sweep all of the building's hard surface floors with the Kex System of dustless sweeping cloths or a similar type of dustless weeping system, including the receiving area, warehouse, print room, computer rooms and LAN-WAN Tech offices.
- B. Damp mop all hard surface floors with a natural cleaner in break rooms and remove all black marks and spots from the receiving area,

warehouse, print room, computer rooms and LAN-WAN Tech offices. **NO BUCKETS OR LARGE AMOUNTS OF WATER ARE ALLOWED IN THE COMPUTER ROOMS OR RAISED FLOOR AREAS.**

- C. Thoroughly vacuum with a Hepa-Filter vacuum all carpeted floors, mats and entry rugs, and remove any spots (including stairs).
- D. Dust all furniture (including table tops), accessories, ledges and all other horizontal surfaces under 6 feet; all surfaces to be left in a clean, dust-free condition; spot clean as necessary.
- E. Spot clean glass entrance doors inside and out, including metal.
- F. Empty all waste baskets and other trash containers and clean around rubbish disposal area and public ash trays and urns. Change liners as needed.
- G. Dispose of trash in designated area.
- H. Clean and polish all drinking fountains, both inside and outside the building, if applicable.
- I. Clean outside all entrances, ramps, docks and exit areas, empty trash containers, and clean and service ash trays and sand urns.
- J. Keep custodial closet clean and orderly.
- K. Fill paper towel dispensers in employee lounges, conference rooms.
- L. Remove all Graffiti.
- M. Clean table tops in employee's lounge.
- N. Attend to coffee stations, clean counter tops and clean sink.
- O. Spot wipe smudges, marks, and fingerprints from doors and light switches within reach.
- P. Clean front, top sides and inside of microwave oven

15.1.2.2 Weekly:

- A. Thoroughly vacuum with a hepa-filter vacuum cleaner, all carpeted areas including corners and edges in areas which normal vacuuming does not reach.
- B. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, ledges, door jams and partition frames under 6ft. high; all surfaces to be left in a clean and dust-free condition; spot clean as necessary
- C. Detail sweep and damp mop all hard surface floors with a neutral cleaner, including corners and edges.

- D. Spray buff the tile floors including lobbies and traffic lanes.
- E. Sweep sidewalks, porches, ramps, and exterior steps. Clean the cobwebs off the atrium windows and exit doors.
- F. Clean front, top, sides and inside of microwave oven.
- G. Disinfect phones.

15.1.2.3 Every Two Weeks:

- A. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, door jams, ledges, partition frames *over 6ft. high.*
- B. Spot clean walls and partitions, including partition glass.
- C. Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, and staircases.

15.1.2.4 Monthly:

- A. Wash all interior and exterior waste baskets and rubbish containers and wipe down and replace plastic liners.
- B. Remove spots and black marks from all resilient floors.
- C. Spot clean Naugahyde and other plastic-covered furniture.
- D. Dust blinds window sills and draperies. (if applicable).
- E. Clean and remove all marks and stains from counters and partitions.
- F. Clean and polish all interior metal fixtures and surfaces, including door push kick plates and pull handles.
- G. Clean the inside, sides and tops of the refrigerator located in the break room.
- H. Clean all base boards with a damp cloth.
- I. Sweep all of the building's electrical and mechanical rooms.

15.1.2.5 Quarterly:

- A. Scrub all resilient floors and wax and buff or apply non-buff floor finish (and provide more frequent spot floor finish correction when requested by the County's Contract Administrator or Project Manager).
- B. Beginning prior to the **fifth week** (and semi-annually thereafter) of the Contract, vacuum with a HEPA VAC vacuum and shampoo carpets. All cleaning and shampooing of the carpets shall be accomplished by deep extraction, (Bonnet buffing method of cleaning carpets is not acceptable) using the carpet cleaning method per the manufacturer's recommendations. After shampooing and appropriate drying, the carpet area will be free of stains, dirt, browning, (carpet wicking) or any other discoloration. Chairs, trash containers, plastic chair protectors and easily movable items shall be moved to clean carpets underneath and then returned to their original

locations.

- C. Vacuum upholstered furniture and wipe clean all metal and wood furniture.
- D. Brush and clean ceiling vents and grills, door, wall, and partition surfaces, and door vents; remove grill to clean inside vents (if requested).
- E. Clean all exterior window ledges and door frames.
- F. Dust venetian blinds (if applicable).

15.1.2.6 Semi-Annually:

- A. Clean all glass windows, partitions and glass entrance doors inside and outside. When finished cleaning the glass entrance doors and windows, they shall be free of traces of film, dirt, smudges, water spots or any other foreign substance.
- B. Strip and seal receiving area, warehouse and HVAC room.
- C. Wash Naugahyde or plastic-covered furniture.
- D. Clean venetian blinds (if applicable).
- E. Vacuum drapes (if applicable).

15.1.2.7 Annually:

- A. Clean and polish all wood, metal, Formica-type counters, furniture, and partitions.
- B. Vacuum all drapes (if applicable).
- C. Vacuum and wash venetian blinds (if applicable).

15.1.3 CUSTODIAL CLOSETS

The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection.

Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state fire marshal approved containers. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall, sink, whether porcelain or stainless steel is to be kept clean, and polished at all times. Bottles and cans shall not be stored in the custodial closets.

15.1.4 DAY PORTER

Some County departments will require a Day Porter to be at the facility. Day Porter shall be the Contractor's employee, located on-site for the purpose of providing immediate attention during normal working hours to Contract-related services, including, but not limited to, the removal of hazards such as spills or broken glass, plumbing leaks, roof leaks, refilling supplies, disinfecting and general facility upkeep.

A. Hours of Service

The Day Porter shall work per schedules of the requesting agency/department.

B. Attendance

Contractor shall provide full Day Porter service during all of the hours designated for the performance of this work and shall provide suitable substitutes if the regular staff is unavailable. **All of the work performed by the Day Porter shall be in addition to, and not a substitute for, any regular night time custodial operations.** Substitute staff shall have the same basic skills and responsibilities as the regular day porter.

C. Supervision

1. The Day Porter will report to and be supervised by the Project Manager. Contractor shall inspect Day Porter's work on a weekly basis.
2. Day porter shall sign in and sign out with the designated Project Manager at the beginning and end of each shift.
3. The Project Manager will prepare a list of regular tasks for their respective Day Porter and a corresponding schedule based upon anticipated work to be performed during the day. If the Project Manager does not prepare a list of duties, it will be the Contractor's responsibility to establish a daily schedule. The schedules will contain designated times for the day porter to return to their respective Project Manager to obtain any additional special assignments that might develop during the day.

D. Required Clothing and Identification

Day porter shall wear a uniform furnished by the Contractor (closed toe shoes, long pants, polo shirt) and shall wear an easy to read name badge.

E. Communication

Contractor shall furnish a cell phone for the Day Porter, ensuring they can respond immediately when contacted by their respective Project Manager.

F. Basic Skills

Day Porter shall:

1. Be knowledgeable of general custodial practices, including correct and appropriate application of all chemicals and use of all cleaning machines and tools, including all Contractor-provided tools.
2. Be able to speak and write effectively and fluently in English.

3. Possess general maintenance skills.
4. Work productively, unsupervised, and with a minimum of direction.
5. Immediately respond to all requests by their respective Project Manager. For immediate health and safety hazards, Day Porter should take immediate action, with or without direction from the Project Manager or other staff.

G. Daily:

1. Regularly, at least three times daily, inspect and service all restrooms and kitchen areas, to ensure that the floors, counters and walls remain clean and free from debris, trash receptacles are emptied, and all dispensers are full.

Note: When mopping restroom floors during the day a wet floor sign must be placed in front of the restroom doors.

2. Regularly, at least two times a day, inspect and clean all public hallways, corridors, entrances and exits to remove any and all accumulations of dirt, or debris and to clean-up any spills. Day porter shall clean all ashtrays and sand urns.
3. Clean interior and exterior of glass doors in the main reception area.
4. Keep outside building entrances clean and free of dust, debris, cobwebs, and bird droppings.
5. Inform the Project Manager of any repairs needed that are not minor or require expert skills or special tools. When appropriate, day porter shall take necessary actions to prevent further damage or limit hazard, until repair personnel arrive, such as turning off water, power, etc.
6. Report any building or equipment deficiencies to the County's Project Manager. Give a full description of the needed work, its location, and any additional information that will aid in the prompt and economical repair of said deficiency. Post signs or barricades to restrict access and inform clients/personnel of hazards, as appropriate.

15.1.5 LOBBY DAY PORTER SERVICES

The Contractor shall, at a minimum, perform the following services:

- 15.1.5.1 Disinfect and clean lobby and other public areas in building with non-bleach and non-aerosol disinfectant products that are on the EPA's Registered Antimicrobial Products for use against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19 list.
- 15.1.5.2 Contractor shall thoroughly disinfect and clean the public spaces one (1) hour before the building is open to the public, including, but not limited to:
 - A. All counters in the public spaces

- B. Door handles (doorknobs, lobby doors, all doors in public areas, and ADA button)
- C. Chairs
- D. Tables
- E. Electronic Equipment: Phones, copiers, pamphlet holders, hand disinfect dispensers, computer screen, keyboards, mouse, etc.
- F. Interview room tables, work surfaces, and chairs
- G. Public Restrooms (doors and door handles, counters, faucets, sinks, partition doors and locks, toilet flash handles, toilet seats)
- H. Water Fountains
- I. Light switches
- J. Stair Rails (where applicable)
- K. Elevators (where applicable)

- 15.1.5.3 Contractor shall repeat the cleaning and disinfecting services specified in Section 15.1.5.2 above routinely throughout the day, multiple times per day, and between use as feasible. At a minimum, Contractor shall clean and disinfect at least once every hour.
- 15.1.5.4 After the lobby is closed to the public, Contractor shall thoroughly disinfect and clean all the areas specified in Section 15.1.5.2, including full detail cleaning, disinfecting and stocking of the public restrooms. Including full detail cleaning, disinfecting, and stocking of the public restrooms.
- 15.1.5.5 Contractor shall provide a minimum of one (1) staff, Monday to Friday, from 8:00 am to 4:00 pm, and on Saturdays on an "as needed" basis. Services shall not be provided during Holidays observed by the County. County Facility Manager or designee may determine that the hours of services may change based on the County needs

16. BEST MANAGEMENT PRACTICES (BMP)

- 16.1 Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans). Contractor shall inspect and clean debris from mop sink floor drains.
- 16.2 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange

- County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
- 16.3 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
- 16.4 BMP Fact Sheets shall include but shall not be limited to the following which may be viewed for municipal activities and downloaded at www.ocwatersheds.com/documents/bmp/municipalactivities:
- FF-2 Building Maintenance and Repair
- 16.5 These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
- 16.6 Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.
- 16.7 Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and written approval prior to implementation.

County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

**ATTACHMENT B
COMPENSATION AND PRICING**

I. COMPENSATION

This is fixed fee Contract between County and Contractor for Janitorial Services as provided in Attachment A, Scope of Work. Total compensation under this Contract shall not exceed \$**TBD**.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” – Amendments and “P” – Changes, of the County’s General Terms and Conditions.

II. FEES & PRICING

TBD

III. INVOICE INSTRUCTIONS

Contractor will provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a) Contractor’s name and address;
- b) Contractor’s remittance address (if different from above);
- c) Name of County Agency Department;
- d) Contract number must be referenced on all invoices;
- e) Service date(s) – Month of Service;
- f) Service description, including job classifications and hourly rates of Contractor’s staff who worked on the assignment;
- g) Contractor’s Tax Identification Number (TIN) or Employer’s Identification Number (EIN);
- h) Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County’s Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices shall be forwarded to:

TBD

IV. PAYMENT TERMS

Payment shall be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements.

Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be constructed as acceptance of any part of the services.

V. SCHEDULE OF DEDUCTIONS

The Schedule of Deduction will aid County in understanding the cost allocation for the different items that Contractor(s) will be performing while under Contract. Contractor's associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

V. ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Auditor Controller directly via email at admin.vendor@ac.ocgov.com.

EXHIBIT I**COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS**

- I.** To participate as an OCLSB, the following requirements must be met:
- a) A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b) Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at OCLSBverify.com, search their legal company/business name in the County's database and print the OCLSB Certification.
 - i. Business name shall match the Company Legal Name specified on the Company Profile.
 - c) OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
 - d) Complete and sign the OCLSB Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OCLSB.
- II.** To participate as a DVBE, the following requirements must be met:
- a) A business must be certified with DGS as a DVBE - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b) DVBE certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of the contract award. County reserves to right to verify and/or reject incomplete documents.
 - c) Complete and sign the Affirmation form attached herein. The signed Affirmation form and the DVBE Certification are required and must be returned with the solicitation response in order to complete as a DVBE.
- III.** OCLSB or DVBE Preference provides for the following:
- a) Invitation for Bid – IFB
When the lowest bidder is not an OCLSB or DVBE, the sole lowest certified OCLSB or DVBE within five percent (5%) of the lowest bidder shall be given the opportunity to price match the lowest bid. To participate in either preference policy, the sole lowest qualified OCLSB or DVBE must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County. If two or more OCLSBs or DVBEs have tied bids within the 5%, the County shall request best and final bids from each OCLSB or DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.
 - b) Request for Proposal - RFP
An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB or DVBE to obtain the final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.

IV. Dual OCLSB and DVBE Preference provides for the following:

a) Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%. The separate OCLSB/DVBE preferences shall not be applied.

EXHIBIT II – FORM 587 – NONRESIDENTIAL WITHHOLDING

<u>TAXABLE YEAR</u>	Nonresident Withholding Allocation Worksheet		<u>CALIFORNIA FORM</u> 587
The payee completes this form and returns it to the withholding agent.			
Part I Withholding Agent Information			
Withholding agent's name			
Address (apt./ste., room, PO box, or PMB no.)			
City (If you have a foreign address, see instructions.)		State	ZIP code
Part II Nonresident Payee Information			
Payee's name		<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no.	
Address (apt./ste., room, PO box, or PMB no.)			
City (If you have a foreign address, see instructions.)		State	ZIP code
Nonresident payee's entity type: (Check one)			
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company (LLC) <input type="checkbox"/> Estate or trust			
Part III Payment Type			
Nonresident payee: (Check one)			
<input type="checkbox"/> Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)		<input type="checkbox"/> Provides goods and services in California (see Part IV, Income Allocation)	
<input type="checkbox"/> Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)		<input type="checkbox"/> Provides services within and outside California (see Part IV, Income Allocation)	
		<input type="checkbox"/> Other (Describe) _____	
If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.			
Part IV Income Allocation			
Gross payments expected from the withholding agent during the calendar year for:			
	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding.			
Add column (a), line 1 through line 5			
Nonresident withholding threshold amount: ...	\$1,500.00		
Backup withholding threshold amount:	\$0.00		
Certification of Nonresident Payee			
Sign Here	To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131 . To request this notice by mail, call 800.852.5711.		
	Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.		
	Print or type payee's name	Telephone	
	Payee's signature X	Date	
	Print or type representative's name and title	Telephone	
Authorized representative's signature X	Date		
7041203		Form 587 2019	

EXHIBIT II – FORM 590 – WITHHOLDING EXEMPTION CERTIFICATE

TAXABLE YEAR	CALIFORNIA FORM
2020	590
Withholding Exemption Certificate	
The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.	
Withholding Agent Information	
Name _____	
Payee Information	
Name _____	<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp no. <input type="checkbox"/> CA SOS file no.
Address (apt./ste., room, PO box, or PMB no.) _____	
City (If you have a foreign address, see instructions.) _____	State _____ ZIP code _____
Exemption Reason	
Check only one box.	
By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.	
<input type="checkbox"/> Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.	
<input type="checkbox"/> Corporations: The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.	
<input type="checkbox"/> Partnerships or Limited Liability Companies (LLCs): The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.	
<input type="checkbox"/> Tax-Exempt Entities: The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.	
<input type="checkbox"/> Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans: The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.	
<input type="checkbox"/> California Trusts: At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.	
<input type="checkbox"/> Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.	
<input type="checkbox"/> Nonmilitary Spouse of a Military Servicemember: I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.	
CERTIFICATE OF PAYEE: Payee must complete and sign below.	
To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to fb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.	
Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.	
Type or print payee's name and title _____	Telephone _____
Payee's signature ► _____	Date _____
7061203	Form 590 2019

CONTRACT NUMBER MA-080-18011641

FOR

JANITORIAL SERVICES

BETWEEN

COUNTY OF ORANGE

AND

HAYNES BUILDING SERVICES, LLC.



**CONTRACT NUMBER MA-080-18011641
FOR
JANITORIAL SERVICES**

THIS Contract Number MA-080-18011641 for Janitorial Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Haynes Building Services, LLC., (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Contractor's Pricing
Attachment C – Staffing Plan

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Janitorial Services; and,

WHEREAS, County solicited Janitorial Services as set forth herein, and Contractor has represented that it is qualified to provide Janitorial Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Janitorial Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Scope of Contract:** This Contract, including attachment(s), specifies the Contractual terms and conditions by which the Contractor will provide Janitorial Services under a usage Contract.
- B. **Term:** The initial term of this Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for three (3) years from that date, with the option to renew for two (2) additional one (1) year terms, upon Board of Supervisor approval, unless otherwise terminated as provided herein.
- C. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

D. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

E. **County's Manager:** The County shall appoint a Contract Manager, to act as liaison between the County and the Contractor during the term of this Contract.

The County's Contract Manager shall have the right to require the removal and replacement of the Contractor's Service Manager. The County's Contract Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Contract Manager. The County's Contract Manager shall review and approve the appointment of the replacement for the Contractor's Service Manager. Said approval shall not be unreasonably withheld.

F. **Contractor's Service Manager:** The County shall appoint a Contract Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Service Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The Contractor's Service Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the service location(s) time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Service Manager.

G. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

H. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one (1) business day of notification by County. County shall submit the request in writing to the Contractor's Service Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

I. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict

with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

- J. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- K. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- L. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
- M. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work

records indicating their ability to accept the kind of responsibility anticipated under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The Contract Manager must be notified in writing, within seven (7) days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

- N. **Contractor Personnel: Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to the service location(s) must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- O. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above

- P. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- Q. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this Contract at the convenience of the using agency/department.
- R. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
- S. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- T. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
- U. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- V. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

- W. **Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in the County of Orange for a period of seven (7) years. Storage of records in another County will require special clearance from County's Contract Manager for the service location(s). Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein."

In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- X. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain

review and approval of said news media contact from the County through the County's Contract Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects or service location(s) without first obtaining permission from the County Contract Manager.

Y. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
3. Terminate the Contract immediately without penalty.

Z. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's Contract Manager as specified in Article EE. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

- AA. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- BB. **Expenditure Limit:** The Contractor shall notify the County Contract Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.
- CC. **Intentionally Left Blank**
- DD. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Contract Manager and must also be sent to:

**County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702**

- EE. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' service managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Haynes Building Services, LLC.
Attn: Shelley Sutton
16027 Arrow Highway, Suite I
Irwindale, CA 91016
Email: ssutton@marsden.com

For County: OC Public Works/Procurement Section
Attn: Michael Macias, County DPA
300 North Flower Street, Suite 838
Santa Ana, CA 92703
Phone: 714-667-9628
Email: Michael.Macias@ocpw.ocgov.com

- FF. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- GG. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Procurement Officer or his designee.
- HH. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- II. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- JJ. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- KK. **Acceptance/Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
- LL. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "KKK" below, and as more fully described in Article "KKK", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or

unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- MM. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article “KKK” below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.
- NN. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- OO. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- PP. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- QQ. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- RR. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- SS. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good

and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

TT. **Insurance Provisions:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer

- UU. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "KKK" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- VV. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- WW. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- XX. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and

Contractor avails himself of any available remedies.

- YY. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- ZZ. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "KKK" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- AAA. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- BBB. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- CCC. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- DDD. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- EEE. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- FFF. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- GGG. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- HHH. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule

of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

- III. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- JJJ. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- KKK. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and departments which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- LLL. **Audits/Inspections:** The Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to

include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Contract Manager.

- NNN. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
- OOO. **Aggregate Contract:** This Contract, with a not-to-exceed amount of \$8,000,000, is to be combined in aggregate with the concurrent contracts for the same services with Omni Enterprise, Inc., US Metro Group, Inc., and Golden Touch Cleaning, Inc.
- PPP. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

HAYNES BUILDING SERVICES, LLC.

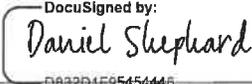
By: 
Print Name: Guy C. Mingo
Title: CEO
Corporate Officer
Date: 04/17/18

By: 
Print Name: Damon Fraser
Title: General Counsel
Corporate Officer
Date: 4-19-18

COUNTY OF ORANGE, a political subdivision of the State of California

By: 
Print Name: MICHAEL MACIAS
Title: Deputy Purchasing Agent
Date: 5/22/18

APPROVED AS TO FORM:

County Counsel 
By 
Deputy
Date 4/23/2018

* If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

I. INTRODUCTION

The County of Orange, Public Works is seeking proposals to obtain:

Janitorial Services

The Respondent's proposal must clearly state what services are being offered. The scope is inclusive of a sampling of Janitorial Services.

II. SCOPE OF WORK

The Contractor(s) shall, throughout the length of the Contract(s), provide the required materials, equipment, transportation, machinery, supplies, tools, labor and supervision necessary to provide superior Janitorial Services. The objective is to obtain Janitorial Services that will be executed in a professional and thorough manner. **Services may include the below and shall be listed per Contract, as the County requires, per location. It is the intent of this on call to be utilized per location as the need arises. Each location will be awarded as a task order to these on call contracts.**

III. DEFINITIONS

- A. **Daily:** Shall mean the period of normal work week, i.e., Monday through Friday, including Saturdays, Sundays, or as the County requires, per location.
- B. **Weekly:** Shall mean per calendar week (Sunday – Saturday).
- C. **Bi -Weekly:** Shall mean every two weeks. It shall be per calendar month regardless of the number of days in the month.
- D. **Monthly:** Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.
- E. **Quarterly:** Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.
- F. **Annual:** Shall be once (1) per year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the Contract year.
- G. **Semi-Annually:** Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Contract and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.
- H. **Day Porter:** Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours, to perform the Contract related services,

County of Orange

including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups, (plumbing and roof leaks) refilling supplies and general facility upkeep. Services shall be listed per Contract as the County requires, per location.

- I. **Dirt:** Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- J. **Damp Mopping:** Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all-purpose floor cleaner (and a disinfectant where required by the Scope of Work Services listed per Contract as the County requires, per location.) with a dry-wrung out mop.
- K. **Disinfect:** To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- L. **Spray Buffing:** A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- M. **Carpet Cleaning:** Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufactures recommendations.
- N. **Specialized Floor Cleaning:** This service shall be listed per Contract as the County requires, per location.
- O. **Dust Mopping:** Removing dirt and debris from floor surfaces by use of a dust mop.
- P. **Easily Movable Items:** Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- Q. **Emergency Clean-ups:** Cleaning up water from roof leaks and plumbing leaks, as requested. Service shall be listed per Contract as the County requires, per location.
- R. **Floor Maintenance:** The tasks of sweeping, dust mopping, damp mopping, wet mopping, scrubbing, stripping, sealing, waxing, dry buffing or spray buffing to maintain floors in a neat, clean, orderly and safe state.
- S. **Glass:** All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.
- T. **High Glass:** Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- U. **Neat/Clean:** Orderly, tidy and free from dirt, stains, dust and debris.
- V. **Scrubbing (hard surface floors):** Cleaning floor surfaces, after sweeping or dust mopping, applying an all-purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water, picking-up residue with a wet-vacuum.
- W. **Sealing (hard surface floors):** After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.
- X. **Spray Buffing (hard surface floors):** A process used to clean, eliminate heal marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving

County of Orange

a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.

- Y. **Stairways/Stairwell/Staircase:** One or more flights of stairs, including the steps, risers and landings to pass from one level to another, a flight of stairs with the supporting framework, casings and handrails, the vertical shaft in which stairs are located.

Note: All stairwells shall receive floor maintenance, as the County requires, per location.

- Z. **Stripping (hard surface floors):** Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.
- AA. **Sweeping:** Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- BB. **Walk-Off Mats:** Mats made of various materials that are located inside and outside building entrances and throughout the building.
- CC. **Waxing:** Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors and is non-slippery and leaves a glossy and uniform appearance.
- DD. **Wet Mopping:** Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all-purpose detergent solution and disinfectant where required. Services shall be listed per Contract as the County requires, per location.
- EE. **Windows:** Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable to that location). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows. After exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

IV. CONTROL OF WORK

The Building Manager or approved designee and the Contract Manager or approved designee shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract(s) by Contractor. The Building Manager, Contract Inspector and the Contract Manager or approved designees shall also direct the inspection/administration of the work and decide questions regarding compensation.

- A. **Licenses:** Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
- B. **Changes:** Changes in the areas serviced and/or specifications may be necessary during the term of the Contract(s). Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by the County's Building Manager in accordance

County of Orange

with the Item 15.0 “Additional Work” below, or authorized by Amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions.

- C. **Deficient Performance:** The County will provide the Contractor with written notice of deficient performance. The Contractor shall remedy any such deficiencies on its’ next scheduled maintenance visit (following receipt of notification by the County either by phone or by fax) to the facility in question.

The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.

The Contractor shall have ten (10) calendar days to dispute a County claim of deficient performance. Contractor’s notification must be in writing and include Contractor’s rationale in disputing the County’s claim of deficient performance.

V. **BUILDING SECURITY**

- A. **Keys:** The County may issue such keys (key cards) as necessary for access to the service locations. For each County location, per Contract, the Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated. Should a lost or stolen key jeopardize the security of the particular County facility, the Contractor shall be solely responsible for all costs incurred by the County in re-keying the lock system.
- B. **Security System:** The work area may be protected by limited access security systems. An initial access code number may be issued to Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by Contractor and may be deducted from payments due or to become due to Contractor. Furthermore, any alarms originating from Contractor’s operations shall also be paid by Contractor and may be deducted from payments due or to become due to Contractor.
- C. **Facility Security:** Contractor shall keep all doors locked while working in any County buildings and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.
- D. **Damage:** Contractor shall immediately report all abnormal conditions and occurrences, to include broken windows, vandalism and/or other building damage to the Building Manager during normal working hours, Monday through Friday; and to the Orange County Sheriff outside normal clinic operating/working hours. Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor’s expense within reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

VI. CONTRACTOR'S RESPONSIBILITIES

- A. **Background/Security:** Personnel engaged in performance of this work shall be employees of the Contractor, per Contract, per location and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractors shall research the employment and police records of each employee and shall maintain a copy of such research. If Department requires internal background check, Contractor is expected to comply with all requests.
- B. **Health:** All personnel shall be in good health and free of contagious diseases. Contractors shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building(s). Neither shall Contractors allow the use or presence of alcohol or drugs on the premises or in the buildings.
- C. **Identification/Uniforms:** All personnel shall wear uniforms, furnished by Contractors, at all times during the performance of this work. This requirement shall be listed per Contract as the County requires, per location. Contractor's supervisor may wear badges in lieu of uniforms.
- D. **Conduct:** No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for County Janitorial Services.
- E. **Supervision:** Contractor(s) shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both, written and oral English. Supervision shall be addressed and listed per Contract as the County requires, per location.
- F. **Training:** Contractor(s) shall have an on-going training program for its' entire staff. Contractor(s) shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in Janitorial Services.
- G. **Vehicles:** Contractor(s) owned or leased vehicles to provide transportation and parking fees (if applicable) to meet the Contract specifications. Parking fees shall be listed per Contract as the County requires, per location.
- H. **Schedule:** Within the first two (2) weeks of the effective date of any particular Contract, Contractor shall prepare a schedule for the monthly, quarterly, semi-annual and annual cleaning. The schedule shall be given to the Building Manager or approved designee. Any deviation from this schedule must be approved by Building Manager, or approved designee.
- I. **Safety:** Contractor(s) shall submit to the County, a written safety program that will include at minimum, detailed training procedures relating to safe work habits and usage of cleaning chemicals and equipment.
- J. **Wages:** Contractor(s) shall pay appropriate Federal/State Wages.

VII. CONSERVATION OF UTILITIES

The Contractor(s) shall instruct all employees performing work within County facilities to utilize methods which will maximize energy conservation. Contractor(s) shall be responsible for operation under conditions that prevent the waste of utilities to include the following:

- A. Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned.
- B. Employees shall not adjust mechanical equipment controls for heating, ventilation or air condition systems.

VIII. CONTRACTOR'S OFFICE/EMERGENCY

Contractor(s) shall maintain an office in Orange County with a telephone communications system for twenty-four (24) hour emergency notification. All calls are to be returned within one (1) hour. Emergency response to the site will be no more than two (2) hours.

IX. PROTECTION AND RESTORATION

Contractor(s) shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

X. RESTRICTIONS

- A. **General:** Contractor's personnel shall not disturb any desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, stoves, microwaves, or refrigerators, nor shall they tamper with any personal or County property.
- B. **Telephones:** Telephones shall not be used by Contractor(s) or its employees for personal or business reasons with the following exception(s):
 - 1. To report need of medical aid, fire or need of law enforcement, dial 9-911.
 - 2. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
- C. **Radios:** Contractor or its' employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of the Contract, as well as punitive action.

XI. MATERIALS

Contractor(s) shall furnish at its' expense all equipment, machinery, tools, supplies and dispensers to perform this work. The equipment, tools, supplies and dispensers shall vary as the County requires, per location:

County of Orange

- A. **Equipment:** Wet and dry HEPA vacuum cleaners, (dry HEPA vacuums to have attached magnets), carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers and carpet pile lifter.
- B. **Tools:** Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads and hand floor stripping tools.
- C. **Supplies:** Floor, glass, tile, and carpet cleaners (Manufactures Recommended); floor wax strippers, sealers, furniture, tile and metal waxes/polishes, wood restorer, acid base cleaners, disinfectants, deodorant blocks, sand for sand urns/ash trays, plastic trash can liners and antibacterial hand soap.
- D. **Paper Supplies:** Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners.
- E. **Dispensers:** Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers.

XII. QUALITY OF CLEANING MATERIALS/SUPPLIES

- A. **Quality, Safety and Effectiveness:** All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended and will not present unsafe conditions for the Public or County employees. All cleaning materials/supplies shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public or others using County facilities.

Note: Contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

B. Environmentally Preferable (Green) Products and Specifications:

1. **Janitorial Cleaners & Products:** Janitorial Cleaners and Products are divided into the following classifications: Hard surface/General-Purpose Cleaners; Biologically-based Cleaning and Degreasing Compounds; Disinfectants and Disinfecting Cleaners; Carpet & Upholstery Cleaners; and Floor-Care Products. These classifications cover products ranging from bathroom, carpet and upholstery, general purpose, window/glass, disinfectant, and industrial cleaners. Contractor must purchase products in compliance with the maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17). The current level of VOC content for this product category is 30%. Products must, at a minimum, meet this VOC requirement. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Since improper use can affect the performance of green cleaning products, Contractor should provide training to maintenance staff on the proper use of the products. Training is considered essential for successful implementation.

County of Orange

- a. **Hard surface/General-Purpose Cleaning products:** Hard surface cleaning products are used to remove both organic and inorganic soils from a variety of hard surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood and stone. These products include bathroom cleaners, boat and bilge cleaners, cooking appliance cleaners, degreasers, dish cleaners, industrial cleaners, vehicle cleaners for household and institutional use, window and glass cleaners, and cleaning products with low potential for environmental illness.

The County defines an environmentally preferable hard surface/general-purpose cleaning product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

Green Seal GS-37 & GS-34, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- b. **Biologically-based Cleaning and Degreasing Compounds:** These are products used to remove soils from a variety of surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood, and stone; can include the following product types: cleaners, bio based general facility maintenance cleaners, cleaners, bio based cleaners all of which are generally 100 percent biodegradable and non-toxic.

The County defines an environmentally preferable biologically-based cleaning and degreasing product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-110, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- c. **Disinfectants and Disinfecting Cleaners:** Disinfectant cleaners are defined as liquid one-step cleaning and disinfecting products used in offices, schools, hospitals and retail settings. Disinfectant products covered under this document are also known as hard-surface disinfectants or low-level disinfectants, and serve to kill pathogenic microorganisms (bacteria, fungi) on hard non-porous surfaces

County of Orange

The County defines an environmentally preferable disinfectant or disinfecting cleaner as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- d. **Carpet & Upholstery Cleaners:** Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials.

The County defines an environmentally preferable carpet and upholstery cleaners as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-148, www.ecologo.org/en/greenproducts/

Green Seal GS-37, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- e. **Floor-Care Products:** Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers.

The County defines an environmentally preferable floor-care product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

i. EcoLogo Standard CCD-147 www.ecologo.org/en/greenproducts/

ii. Green Seal GS-40, www.greenseal.org/

iii. EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

County of Orange

- f. Cleaning chemicals must be certified through one (1) of these agencies and must remain certified for the duration of the contract. Products that are not listed through one (1) of these certification agencies are prohibited as part of this janitorial services Contract. Contractor must provide proof of agency certification if the product is not listed on the certification agency's website.
- g. **Material Safety Data Sheets (MSDS)**; must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this contract. These changes must be submitted in writing to the Building Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

C. Paper Products**1. Janitorial Paper Products:**

- a. Paper products that are environmentally preferable are found on the following agency product lists and standards:
 - i. EcoLogo, www.ecologo.org/en/greenproducts/
 - ii. Green Seal, www.greenseal.org/
 - iii. Conservatree, www.conservatree.com
 - iv. Forest Stewardship Council (FSC) chain of custody certification, <http://www.fscus.org/>
 - v. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- b. Chlorine-free or less-chlorinated paper products are preferential. The following language on labels and in catalogs addresses the level of chlorine used in the production process:
 - i. Unbleached.
 - ii. Bleached without chlorine or chlorine derivatives.
 - iii. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
 - iv. Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the waste paper being recycled may previously have been bleached with chlorine, recycled paper products labeled PCF cannot be labeled TCF. If the final product contains any virgin fiber, then that fiber must be TCF.
 - v. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.

County of Orange

c. The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. **Contractor’s may utilize products of his choice which are equal to those stated, or as County requires, per Contract and per location:**

- i. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand;
- ii. Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal;
- iii. Seat Covers: Shieldor or equal;
- iv. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
- v. All-purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
- vi. Feminine napkins: Kotex or equal;
- vii. Wood Cleaning: Any “Green” product
- viii. Floor finishes:(commercial quality)

- Stripper: Non ammoniated, Waxie W-400 stripper,
- Sealer: 16 percent solids, Waxie W-300 sealer
- Wax: 16-17 percent solids, Johnson's Complete Wax
- Spray Buff: Johnson's Snapback
- Sweeping
- Compound: Green Wax – Waxie 910240

ix. Plastic liners for waste and rubbish containers:

Size:	12x8x24.....1 mil.	16x14x37.....1.4 mil.
	15x9x24.....1 mil.	23x10x40.....1.4 mil.
	15x9x33.....1 mil.	23x17x48.....1.4 mil.
	23x17x48.....1 mil.	

Note: Some locations may require different sizes, Contracts will be negotiated separately, per location.

XIII. CONTRACTORS – PERFORMANCE

The Contract(s) specifications define the minimum level of service and frequency deemed acceptable. It is intended that Contractor(s) shall schedule its’ operations to meet or exceed these requirements, per Contract and per location. It is further intended that Contractor(s) shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance

County of Orange

doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks, etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.

Contractor(s) shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of the Contract, per location.

XIV. SCHEDULE OF DEDUCTIONS

The Schedule of Deductions will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing under the Contract, per location. Contractor's associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

XV. SERVICES TO BE PROVIDED

The Contractor(s) shall perform some or all of the following services, **as the County requires, per location:**

- A. **Trash.** Contractor(s) shall remove daily all trash from the entire facility or and other specific areas designated by the Building Manager or approved designee. Contractor(s) shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and/or other trash containers that are provided for disposal of trash.

Contractor(s) shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.

Contractor(s) shall not recycle trash or store recycled bottles and cans on the premises.

Contractor(s) shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, sheriff security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used and shall be changed daily or as required by the Building Manager or approved designee.

Contractor(s) shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the Building Manager or approved designee.

All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash

County of Orange

receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor(s) shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.

- B. **Building Entrance and Atriums.** Must be kept clean and free of dust, debris, cobwebs, bird droppings and other waste on a daily basis.
- C. **Maintain Floors.** All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.

All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors.

All moved items shall be returned to their proper positions when all floor maintenance operations have been completed. Wax is to be applied only to floor surfaces that have been cleaned.

- D. **Sweep/Dust Mop Floors.** All accessible floor areas shall be swept and/or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners and abutments, shall be free of litter, cobwebs, dust and debris. Chairs, trash receptacles, plants and any other moveable object shall be moved or tilted in order to sweep underneath.
- E. **Mop Floors.** All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.
- F. **Sweep and damp mop floors – difficult to reach areas.** Contractor(s) shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.
- G. **Dry/Spray Buff Floors.** All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor finish and detergent, leaving a uniform, thin coat of non-skid wax. *Sweeping and wet mopping must occur before this procedure.*
- H. **Gym/Shower Mats.** If applicable to the Contract, per location, Contractor(s) shall sanitize and clean identified gym/shower mats (if desired by Building Manager).
- I. **Strip, Scrub, Seal, and Wax Floors.** All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor(s) shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces.

County of Orange

Non-skid wax shall be used. A uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.

- J. **Empty and Clean Public Ash Trays and Urns.** Contractor(s) shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed, per location.
- K. **Perform Low Dusting.** All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., to a line seven (7) feet above the top of the floor level.
- L. **Perform High Dusting.** Contractor(s) shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven (7) feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- M. **Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces.** The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven (7) feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- N. **Clean and Polish Other Interior Glass.** Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- O. **Drinking Fountains.** All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
- P. **Elevators.** Contractor(s) shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from public and freight elevators including floors, walls, sills and ceiling.
- Q. **Stairways.** All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor(s) shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- R. **Vacuum Carpets, Rugs and Mats.** All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a *HEPA-VAC vacuum*; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture. Vacuumed areas shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the Building Manager or approved designee.
- S. **Spot Clean Carpets.** Contractor(s) shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.

County of Orange

- T. **Carpet Cleaning.** Contractor(s) shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution. All carpets shall be free of dirt; (*Bonnet buffing method of cleaning carpet is not acceptable*).
- U. **Vacuum and Clean Walk-Off Mats.** Contractor(s) shall vacuum and clean interior and exterior walk-off mats with a *HEPA-VAC vacuum*. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
- V. **General Spot Cleaning.** Contractor(s) shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- W. **Dust Blinds, Window Sills and Draperies.** All blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs.
- X. **Upholstered Furniture.** Contractor(s) shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor(s) shall spot clean with a product specifically designed for upholstered furniture.
- Y. **Refrigerators.** Identified locations may include refrigerators located throughout the buildings. Contractor(s) shall provide routine refrigerator cleaning as identified by the Building Manager or approved designee.

XVI. ADDITIONAL WORK

- A. County may request Contractor to provide additional services within the general subject area of the Contract. Contractor(s) must obtain County Building Manager's written approval prior to commencing any additional work.

Examples of work that may be requested:

1. Special clean-up after an event.
2. Additional carpet cleaning.
3. Additional floor waxing.
4. Clean-up around or near the outside of a building.
5. Additional cleaning of windows.
6. Removal of large amounts of packing material.
7. Clean-up the water in a restroom from an overflowing sink/toilet.
8. Installing an additional toilet/paper towel dispenser.

- B. The County reserves the right to use, alternate sources for completion of the additional work and to utilize the data provided under the Contract to obtain necessary services.

County of Orange

- C. If the County authorizes work by an alternate source, the Contractor(s) may be relieved of responsibilities pertaining to the equipment affected by the service location(s) while work is being performed and during the subsequent warranty period.
- D. Contractor(s) shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, the County's Building Manager or approved designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under the Contract and the work performed under that section. Services shall be listed per Contract as the County requires, by location.

XVII. COUNTY OBSERVED HOLIDAYS:

Thanksgiving Day
Friday after Thanksgiving Day
Christmas
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day

NOTE: Some locations may be open 24 hours and on holidays. Location times, holidays and schedules will be provided per each location at the time of the job walk.

XVIII. SECURED FACILITY REQUIREMENTS:

- A. Background Checks: Personnel may be subject to a background check and clearance, as authorized under the law, prior to their entering a secured facility. Failure of any employee to pass the background check shall not be the responsibility of the County and shall not constitute an increase in the cost to the County.
- B. Contractor(s) may be required to prepare and submit an information form to the Contract Manager or approved designee for all persons who will be working on or who will need access to the facility.
- C. The information form will be provided by the Contract Manager or approved designee, upon request, and will be screened by the secured facility's Agency/Department.
- D. The information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed that has not received prior clearance from the County.
- F. The County is not required to give a reason if clearance is denied.

*County of Orange***LOCATIONS:**

The number of locations is subject to change at any time and the County reserves the right to add and/or delete locations, square footage and/or frequency of service(s) depending on the needs of the County. Mandatory Job Walks will be conducted, per location, at the County's discretion. This RFP is to establish a list of qualified Contractors to issue Contracts, by location. The Contracts awarded as a result of this RFP will be used for multiple Contractors. Each individual location will be solicited independently amongst these aggregate Contractors. The Contractors will be invited to a job walk, per location and will submit a quote based on that location's requirements. The County is estimating that over 30 County facilities will utilize these contracts for Janitorial Services.

As the County evolves to meet the needs of its' citizens, there is potential for future purchased locations. The County reserves the right to add and/or remove remote or non-remote locations that are not County-owned and/or leased.

**ATTACHMENT B
CONTRACTORS PRICING**

A. COMPENSATION

The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Hourly Rates and Total Contract Not to Exceed Amount specified herein unless authorized by amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

B. FEES AND CHARGES

The County will pay the following fees in accordance with the provisions of the final negotiated Contract. **Hourly rates shall be all inclusive of costs for the work to include; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour. Payment shall be as follows:**

- | | |
|--|----------------|
| 1. Hourly rate for Janitorial Services | <u>\$17.67</u> |
| 2. Hourly rate for Janitorial Services Supervisor | <u>\$37.67</u> |
| 3. Hourly rate for Flooring Specialist (Carpet Cleaning/Waxing) | <u>\$24.08</u> |
| 4. Hourly rate for Day Porter (7:00am – 5:00pm Mon-Fri) | <u>\$19.09</u> |
| 5. Hourly rate for Day Porter Supervisor (7:00am – 5:00pm Mon-Fri) | <u>\$24.43</u> |
| 6. Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$36.12</u> |
| 7. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$38.87</u> |
| 8. Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri) | |

County of Orange

	<u>\$36.12</u>
9. Supervisor Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri)	
	<u>\$38.87</u>
10. Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)	
	<u>\$45.00</u>
11. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)	
	<u>\$48.00</u>

Total Contract (In Aggregate) Not to Exceed Amount: \$8,000,000

Estimated Reimbursable Expenses & In Direct Costs: TBD based on location

Note: The County reserves the right to add or delete classifications through the term of the Contract.

C. SCHEDULE OF DEDUCTIONS:

The Schedule of Deduction will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing while under Contract. Contractor’s associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

D. PRICING INCREASES/DECREASES:

All rate decreases will automatically be extended to the County. No rate increases will be permitted during the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive rate adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price rate Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

E. DISCOUNTS AND PRICING STRUCTURE:

The Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. The Contractor agrees that no rate increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

County of Orange**F. CONTRACTOR'S EXPENSE:**

The Contractor will be responsible for all administrative costs while on County sites during the performance of work and services under this Contract.

G. INVOICING INSTRUCTIONS:

The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from (1), above
3. Name of County agency/department/contact person
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Services
8. Detailed description of commodity transition with unit price, discounted price and totals.
9. Detailed description of total labor hours and charges by employee/location/date/time
10. Total
11. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

*Each location/department will
designate specific invoicing
instructions.

The Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

County of Orange

**ATTACHMENT C
STAFFING PLAN**

JANITORIAL SERVICES KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Length of Time with Company
<u>Steve Putnam</u>	GM/VP of Operations	12 years	5 years
<u>Alex Tellez</u>	Area Manager	12 years	1 year
<u>Felix Velasquez</u>	Project Manager	6 years	1 year
<u>Hala Fangary</u>	HR Director	7 years	5 years
<u>Francisco Delgado</u>	Facilities Supervisor	30 years	28 years

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. ***Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.***

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. ***Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

CONTRACT NUMBER MA-080-18011641

FOR

JANITORIAL SERVICES

BETWEEN

COUNTY OF ORANGE

AND

GTC. GOLDEN TOUCH CLEANING, INC.



**CONTRACT NUMBER MA-080-18011641
FOR
JANITORIAL SERVICES**

THIS Contract Number MA-080-18011641 for Janitorial Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and GTC. Golden Touch Cleaning, Inc., (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Contractor's Pricing
Attachment C – Staffing Plan

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Janitorial Services; and,

WHEREAS, County solicited Janitorial Services as set forth herein, and Contractor has represented that it is qualified to provide Janitorial Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Janitorial Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Scope of Contract:** This Contract, including attachment(s), specifies the Contractual terms and conditions by which the Contractor will provide Janitorial Services under a usage Contract.
- B. **Term:** The initial term of this Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for three (3) years from that date, with the option to renew for two (2) additional one (1) year terms, upon Board of Supervisor approval, unless otherwise terminated as provided herein.
- C. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

D. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

E. **County's Manager:** The County shall appoint a Contract Manager, to act as liaison between the County and the Contractor during the term of this Contract.

The County's Contract Manager shall have the right to require the removal and replacement of the Contractor's Service Manager. The County's Contract Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Contract Manager. The County's Contract Manager shall review and approve the appointment of the replacement for the Contractor's Service Manager. Said approval shall not be unreasonably withheld.

F. **Contractor's Service Manager:** The County shall appoint a Contract Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Service Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The Contractor's Service Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the service location(s) time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Service Manager.

G. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

H. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one (1) business day of notification by County. County shall submit the request in writing to the Contractor's Service Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

I. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict

with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

- J. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- K. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- L. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
- M. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work

records indicating their ability to accept the kind of responsibility anticipated under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The Contract Manager must be notified in writing, within seven (7) days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

- N. **Contractor Personnel: Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to the service location(s) must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- O. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above

- P. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- Q. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this Contract at the convenience of the using agency/department.
- R. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
- S. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- T. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
- U. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- V. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

- W. **Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in the County of Orange for a period of seven (7) years. Storage of records in another County will require special clearance from County's Contract Manager for the service location(s). Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein."

In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- X. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain

review and approval of said news media contact from the County through the County's Contract Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects or service location(s) without first obtaining permission from the County Contract Manager.

Y. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
3. Terminate the Contract immediately without penalty.

Z. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's Contract Manager as specified in Article EE. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

- AA. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- BB. **Expenditure Limit:** The Contractor shall notify the County Contract Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.
- CC. **Intentionally Left Blank**
- DD. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Contract Manager and must also be sent to:

**County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702**

- EE. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' service managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: GTC. Golden Touch Cleaning, Inc.
Attn: Luis Mejia
1426 S. Ritchey St., Ste. B
Santa Ana, CA 92705
Phone: 714-542-9999
Email: goldentouchcleaninc@gmail.com

For County: OC Public Works/Procurement Section
Attn: Michael Macias, County DPA
300 North Flower Street, Suite 838
Santa Ana, CA 92703
Phone: 714-667-9628
Email: Michael.Macias@ocpw.ocgov.com

- FF. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- GG. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Procurement Officer or his designee.
- HH. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- II. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- JJ. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- KK. **Acceptance/Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
- LL. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "KKK" below, and as more fully described in Article "KKK", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or

unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- MM. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article “KKK” below, it shall indemnify, defend and hold County and County Indemnitities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.
- NN. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 *et seq.* of the California Labor Code.
- OO. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- PP. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- QQ. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- RR. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- SS. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good

and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

- TT. **Insurance Provisions:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer

- UU. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "KKK" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- VV. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- WW. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- XX. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and

Contractor avails himself of any available remedies.

- YY. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- ZZ. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "KKK" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- AAA. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- BBB. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- CCC. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- DDD. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- EEE. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- FFF. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- GGG. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- HHH. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule

of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

- III. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- JJJ. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- KKK. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and departments which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- LLL. **Audits/Inspections:** The Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to

include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

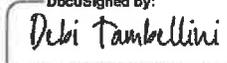
Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Contract Manager.

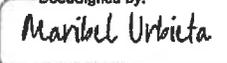
- NNN. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
- OOO. **Aggregate Contract:** This Contract, with a not-to-exceed amount of \$8,000,000, is to be combined in aggregate with the concurrent contracts for the same services with Omni Enterprise, Inc., Haynes Building Services, LLC., and US Metro Group, Inc.
- PPP. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

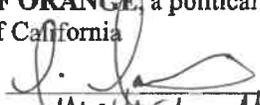
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

GTC. GOLDEN TOUCH CLEANING, INC.

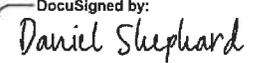
By: 
Print Name: Debi Tambellini
Title: President
Corporate Officer
Date: 4/10/2018

By: 
Print Name: Maribel Urbieto
Title: Secretary
Corporate Officer
Date: 4/10/2018

COUNTY OF ORANGE, a political subdivision
of the State of California

By: 
Print Name: MICHAEL MACIAS
Title: Deputy Purchasing Agent
Date: 5/22/18

APPROVED AS TO FORM:

County Counsel
By: 
Deputy
Date: 4/23/2018

* If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

I. INTRODUCTION

The County of Orange, Public Works is seeking proposals to obtain:

Janitorial Services

The Respondent's proposal must clearly state what services are being offered. The scope is inclusive of a sampling of Janitorial Services.

II. SCOPE OF WORK

The Contractor(s) shall, throughout the length of the Contract(s), provide the required materials, equipment, transportation, machinery, supplies, tools, labor and supervision necessary to provide superior Janitorial Services. The objective is to obtain Janitorial Services that will be executed in a professional and thorough manner. **Services may include the below and shall be listed per Contract, as the County requires, per location. It is the intent of this on call to be utilized per location as the need arises. Each location will be awarded as a task order to these on call contracts.**

III. DEFINITIONS

- A. **Daily:** Shall mean the period of normal work week, i.e., Monday through Friday, including Saturdays, Sundays, or as the County requires, per location.
- B. **Weekly:** Shall mean per calendar week (Sunday – Saturday).
- C. **Bi -Weekly:** Shall mean every two weeks. It shall be per calendar month regardless of the number of days in the month.
- D. **Monthly:** Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.
- E. **Quarterly:** Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.
- F. **Annual:** Shall be once (1) per year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the Contract year.
- G. **Semi-Annually:** Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Contract and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.
- H. **Day Porter:** Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours, to perform the Contract related services,

County of Orange

including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups, (plumbing and roof leaks) refilling supplies and general facility upkeep. Services shall be listed per Contract as the County requires, per location.

- I. **Dirt:** Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- J. **Damp Mopping:** Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all-purpose floor cleaner (and a disinfectant where required by the Scope of Work Services listed per Contract as the County requires, per location.) with a dry-wrung out mop.
- K. **Disinfect:** To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- L. **Spray Buffing:** A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- M. **Carpet Cleaning:** Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufactures recommendations.
- N. **Specialized Floor Cleaning:** This service shall be listed per Contract as the County requires, per location.
- O. **Dust Mopping:** Removing dirt and debris from floor surfaces by use of a dust mop.
- P. **Easily Movable Items:** Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- Q. **Emergency Clean-ups:** Cleaning up water from roof leaks and plumbing leaks, as requested. Service shall be listed per Contract as the County requires, per location.
- R. **Floor Maintenance:** The tasks of sweeping, dust mopping, damp mopping, wet mopping, scrubbing, stripping, sealing, waxing, dry buffing or spray buffing to maintain floors in a neat, clean, orderly and safe state.
- S. **Glass:** All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.
- T. **High Glass:** Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- U. **Neat/Clean:** Orderly, tidy and free from dirt, stains, dust and debris.
- V. **Scrubbing (hard surface floors):** Cleaning floor surfaces, after sweeping or dust mopping, applying an all-purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water, picking-up residue with a wet-vacuum.
- W. **Sealing (hard surface floors):** After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.
- X. **Spray Buffing (hard surface floors):** A process used to clean, eliminate heal marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving

County of Orange

a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.

- Y. **Stairways/Stairwell/Staircase:** One or more flights of stairs, including the steps, risers and landings to pass from one level to another, a flight of stairs with the supporting framework, casings and handrails, the vertical shaft in which stairs are located.

Note: All stairwells shall receive floor maintenance, as the County requires, per location.

- Z. **Stripping (hard surface floors):** Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.
- AA. **Sweeping:** Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- BB. **Walk-Off Mats:** Mats made of various materials that are located inside and outside building entrances and throughout the building.
- CC. **Waxing:** Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors and is non-slippery and leaves a glossy and uniform appearance.
- DD. **Wet Mopping:** Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all-purpose detergent solution and disinfectant where required. Services shall be listed per Contract as the County requires, per location.
- EE. **Windows:** Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable to that location). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows. After exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

IV. CONTROL OF WORK

The Building Manager or approved designee and the Contract Manager or approved designee shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract(s) by Contractor. The Building Manager, Contract Inspector and the Contract Manager or approved designees shall also direct the inspection/administration of the work and decide questions regarding compensation.

- A. **Licenses:** Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
- B. **Changes:** Changes in the areas serviced and/or specifications may be necessary during the term of the Contract(s). Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by the County's Building Manager in accordance

County of Orange

with the Item 15.0 "Additional Work" below, or authorized by Amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions.

- C. **Deficient Performance:** The County will provide the Contractor with written notice of deficient performance. The Contractor shall remedy any such deficiencies on its' next scheduled maintenance visit (following receipt of notification by the County either by phone or by fax) to the facility in question.

The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.

The Contractor shall have ten (10) calendar days to dispute a County claim of deficient performance. Contractor's notification must be in writing and include Contractor's rationale in disputing the County's claim of deficient performance.

V. **BUILDING SECURITY**

- A. **Keys:** The County may issue such keys (key cards) as necessary for access to the service locations. For each County location, per Contract, the Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated. Should a lost or stolen key jeopardize the security of the particular County facility, the Contractor shall be solely responsible for all costs incurred by the County in re-keying the lock system.
- B. **Security System:** The work area may be protected by limited access security systems. An initial access code number may be issued to Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by Contractor and may be deducted from payments due or to become due to Contractor. Furthermore, any alarms originating from Contractor's operations shall also be paid by Contractor and may be deducted from payments due or to become due to Contractor.
- C. **Facility Security:** Contractor shall keep all doors locked while working in any County buildings and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.
- D. **Damage:** Contractor shall immediately report all abnormal conditions and occurrences, to include broken windows, vandalism and/or other building damage to the Building Manager during normal working hours, Monday through Friday; and to the Orange County Sheriff outside normal clinic operating/working hours. Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

VI. CONTRACTOR'S RESPONSIBILITIES

- A. **Background/Security:** Personnel engaged in performance of this work shall be employees of the Contractor, per Contract, per location and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractors shall research the employment and police records of each employee and shall maintain a copy of such research. If Department requires internal background check, Contractor is expected to comply with all requests.
- B. **Health:** All personnel shall be in good health and free of contagious diseases. Contractors shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building(s). Neither shall Contractors allow the use or presence of alcohol or drugs on the premises or in the buildings.
- C. **Identification/Uniforms:** All personnel shall wear uniforms, furnished by Contractors, at all times during the performance of this work. This requirement shall be listed per Contract as the County requires, per location. Contractor's supervisor may wear badges in lieu of uniforms.
- D. **Conduct:** No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for County Janitorial Services.
- E. **Supervision:** Contractor(s) shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both, written and oral English. Supervision shall be addressed and listed per Contract as the County requires, per location.
- F. **Training:** Contractor(s) shall have an on-going training program for its' entire staff. Contractor(s) shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in Janitorial Services.
- G. **Vehicles:** Contractor(s) owned or leased vehicles to provide transportation and parking fees (if applicable) to meet the Contract specifications. Parking fees shall be listed per Contract as the County requires, per location.
- H. **Schedule:** Within the first two (2) weeks of the effective date of any particular Contract, Contractor shall prepare a schedule for the monthly, quarterly, semi-annual and annual cleaning. The schedule shall be given to the Building Manager or approved designee. Any deviation from this schedule must be approved by Building Manager, or approved designee.
- I. **Safety:** Contractor(s) shall submit to the County, a written safety program that will include at minimum, detailed training procedures relating to safe work habits and usage of cleaning chemicals and equipment.
- J. **Wages:** Contractor(s) shall pay appropriate Federal/State Wages.

VII. CONSERVATION OF UTILITIES

The Contractor(s) shall instruct all employees performing work within County facilities to utilize methods which will maximize energy conservation. Contractor(s) shall be responsible for operation under conditions that prevent the waste of utilities to include the following:

- A. Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned.
- B. Employees shall not adjust mechanical equipment controls for heating, ventilation or air condition systems.

VIII. CONTRACTOR'S OFFICE/EMERGENCY

Contractor(s) shall maintain an office in Orange County with a telephone communications system for twenty-four (24) hour emergency notification. All calls are to be returned within one (1) hour. Emergency response to the site will be no more than two (2) hours.

IX. PROTECTION AND RESTORATION

Contractor(s) shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

X. RESTRICTIONS

- A. **General:** Contractor's personnel shall not disturb any desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, stoves, microwaves, or refrigerators, nor shall they tamper with any personal or County property.
- B. **Telephones:** Telephones shall not be used by Contractor(s) or its employees for personal or business reasons with the following exception(s):
 - 1. To report need of medical aid, fire or need of law enforcement, dial 9-911.
 - 2. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
- C. **Radios:** Contractor or its' employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of the Contract, as well as punitive action.

XI. MATERIALS

Contractor(s) shall furnish at its' expense all equipment, machinery, tools, supplies and dispensers to perform this work. The equipment, tools, supplies and dispensers shall vary as the County requires, per location:

County of Orange

- A. **Equipment:** Wet and dry HEPA vacuum cleaners, (dry HEPA vacuums to have attached magnets), carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers and carpet pile lifter.
- B. **Tools:** Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads and hand floor stripping tools.
- C. **Supplies:** Floor, glass, tile, and carpet cleaners (Manufactures Recommended); floor wax strippers, sealers, furniture, tile and metal waxes/polishes, wood restorer, acid base cleaners, disinfectants, deodorant blocks, sand for sand urns/ash trays, plastic trash can liners and antibacterial hand soap.
- D. **Paper Supplies:** Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners.
- E. **Dispensers:** Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers.

XII. QUALITY OF CLEANING MATERIALS/SUPPLIES

- A. **Quality, Safety and Effectiveness:** All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended and will not present unsafe conditions for the Public or County employees. All cleaning materials/supplies shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public or others using County facilities.

Note: Contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

B. Environmentally Preferable (Green) Products and Specifications:

- 1. **Janitorial Cleaners & Products:** Janitorial Cleaners and Products are divided into the following classifications: Hard surface/General-Purpose Cleaners; Biologically-based Cleaning and Degreasing Compounds; Disinfectants and Disinfecting Cleaners; Carpet & Upholstery Cleaners; and Floor-Care Products. These classifications cover products ranging from bathroom, carpet and upholstery, general purpose, window/glass, disinfectant, and industrial cleaners. Contractor must purchase products in compliance with the maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17). The current level of VOC content for this product category is 30%. Products must, at a minimum, meet this VOC requirement. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Since improper use can affect the performance of green cleaning products, Contractor should provide training to maintenance staff on the proper use of the products. Training is considered essential for successful implementation.

County of Orange

- a. **Hard surface/General-Purpose Cleaning products:** Hard surface cleaning products are used to remove both organic and inorganic soils from a variety of hard surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood and stone. These products include bathroom cleaners, boat and bilge cleaners, cooking appliance cleaners, degreasers, dish cleaners, industrial cleaners, vehicle cleaners for household and institutional use, window and glass cleaners, and cleaning products with low potential for environmental illness.

The County defines an environmentally preferable hard surface/general-purpose cleaning product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

Green Seal GS-37 & GS-34, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- b. **Biologically-based Cleaning and Degreasing Compounds:** These are products used to remove soils from a variety of surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood, and stone; can include the following product types: cleaners, bio based general facility maintenance cleaners, cleaners, bio based cleaners all of which are generally 100 percent biodegradable and non-toxic.

The County defines an environmentally preferable biologically-based cleaning and degreasing product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-110, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- c. **Disinfectants and Disinfecting Cleaners:** Disinfectant cleaners are defined as liquid one-step cleaning and disinfecting products used in offices, schools, hospitals and retail settings. Disinfectant products covered under this document are also known as hard-surface disinfectants or low-level disinfectants, and serve to kill pathogenic microorganisms (bacteria, fungi) on hard non-porous surfaces

The County defines an environmentally preferable disinfectant or disinfecting cleaner as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfef

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- d. **Carpet & Upholstery Cleaners:** Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials.

The County defines an environmentally preferable carpet and upholstery cleaners as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-148, www.ecologo.org/en/greenproducts/

Green Seal GS-37, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfef

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- e. **Floor-Care Products:** Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers.

The County defines an environmentally preferable floor-care product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

i. EcoLogo Standard CCD-147 www.ecologo.org/en/greenproducts/

ii. Green Seal GS-40, www.greenseal.org/

iii. EPA Design for the Environment (DfE) Program, www.epa.gov/dfef

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

County of Orange

- f. Cleaning chemicals must be certified through one (1) of these agencies and must remain certified for the duration of the contract. Products that are not listed through one (1) of these certification agencies are prohibited as part of this janitorial services Contract. Contractor must provide proof of agency certification if the product is not listed on the certification agency's website.
- g. **Material Safety Data Sheets (MSDS):** must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this contract. These changes must be submitted in writing to the Building Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

C. Paper Products**1. Janitorial Paper Products:**

- a. Paper products that are environmentally preferable are found on the following agency product lists and standards:
 - i. EcoLogo, www.ecologo.org/en/greenproducts/
 - ii. Green Seal, www.greenseal.org/
 - iii. Conservatree, www.conservatree.com
 - iv. Forest Stewardship Council (FSC) chain of custody certification, <http://www.fscus.org/>
 - v. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- b. Chlorine-free or less-chlorinated paper products are preferential. The following language on labels and in catalogs addresses the level of chlorine used in the production process:
 - i. Unbleached.
 - ii. Bleached without chlorine or chlorine derivatives.
 - iii. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
 - iv. Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the waste paper being recycled may previously have been bleached with chlorine, recycled paper products labeled PCF cannot be labeled TCF. If the final product contains any virgin fiber, then that fiber must be TCF.
 - v. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.

County of Orange

c. The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. **Contractor's may utilize products of his choice which are equal to those stated, or as County requires, per Contract and per location:**

- i. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand;
- ii. Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal;
- iii. Seat Covers: Shieldor or equal;
- iv. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
- v. All-purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
- vi. Feminine napkins: Kotex or equal;
- vii. Wood Cleaning: Any “Green” product
- viii. Floor finishes:(commercial quality)

- Stripper: Non ammoniated, Waxie W-400 stripper,
- Sealer: 16 percent solids, Waxie W-300 sealer
- Wax: 16-17 percent solids, Johnson's Complete Wax
- Spray Buff: Johnson's Snapback
- Sweeping Compound: Green Wax – Waxie 910240

ix. Plastic liners for waste and rubbish containers:

Size:	12x8x24.....1 mil.	16x14x37.....1.4 mil.
	15x9x24.....1 mil.	23x10x40.....1.4 mil.
	15x9x33.....1 mil.	23x17x48.....1.4 mil.
	23x17x48.....1 mil.	

Note: Some locations may require different sizes, Contracts will be negotiated separately, per location.

XIII. CONTRACTORS – PERFORMANCE

The Contract(s) specifications define the minimum level of service and frequency deemed acceptable. It is intended that Contractor(s) shall schedule its' operations to meet or exceed these requirements, per Contract and per location. It is further intended that Contractor(s) shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance

County of Orange

doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks, etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.

Contractor(s) shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of the Contract, per location.

XIV. SCHEDULE OF DEDUCTIONS

The Schedule of Deductions will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing under the Contract, per location. Contractor's associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

XV. SERVICES TO BE PROVIDED

The Contractor(s) shall perform some or all of the following services, **as the County requires, per location:**

- A. **Trash.** Contractor(s) shall remove daily all trash from the entire facility or and other specific areas designated by the Building Manager or approved designee. Contractor(s) shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and/or other trash containers that are provided for disposal of trash.

Contractor(s) shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.

Contractor(s) shall not recycle trash or store recycled bottles and cans on the premises.

Contractor(s) shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, sheriff security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used and shall be changed daily or as required by the Building Manager or approved designee.

Contractor(s) shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the Building Manager or approved designee.

All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash

receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor(s) shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.

- B. **Building Entrance and Atriums.** Must be kept clean and free of dust, debris, cobwebs, bird droppings and other waste on a daily basis.
- C. **Maintain Floors.** All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.
- All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors.
- All moved items shall be returned to their proper positions when all floor maintenance operations have been completed. Wax is to be applied only to floor surfaces that have been cleaned.
- D. **Sweep/Dust Mop Floors.** All accessible floor areas shall be swept and/or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners and abutments, shall be free of litter, cobwebs, dust and debris. Chairs, trash receptacles, plants and any other moveable object shall be moved or tilted in order to sweep underneath.
- E. **Mop Floors.** All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.
- F. **Sweep and damp mop floors – difficult to reach areas.** Contractor(s) shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.
- G. **Dry/Spray Buff Floors.** All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor finish and detergent, leaving a uniform, thin coat of non-skid wax. *Sweeping and wet mopping must occur before this procedure.*
- H. **Gym/Shower Mats.** If applicable to the Contract, per location, Contractor(s) shall sanitize and clean identified gym/shower mats (if desired by Building Manager).
- I. **Strip, Scrub, Seal, and Wax Floors.** All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor(s) shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces.

Non-skid wax shall be used. A uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.

- J. **Empty and Clean Public Ash Trays and Urns.** Contractor(s) shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed, per location.
- K. **Perform Low Dusting.** All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., to a line seven (7) feet above the top of the floor level.
- L. **Perform High Dusting.** Contractor(s) shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven (7) feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- M. **Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces.** The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven (7) feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- N. **Clean and Polish Other Interior Glass.** Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- O. **Drinking Fountains.** All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
- P. **Elevators.** Contractor(s) shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from public and freight elevators including floors, walls, sills and ceiling.
- Q. **Stairways.** All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor(s) shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- R. **Vacuum Carpets, Rugs and Mats.** All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a *HEPA-VAC vacuum*; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture. Vacuumed areas shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the Building Manager or approved designee.
- S. **Spot Clean Carpets.** Contractor(s) shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.

County of Orange

- T. **Carpet Cleaning.** Contractor(s) shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution. All carpets shall be free of dirt; (*Bonnet buffing method of cleaning carpet is not acceptable*).
- U. **Vacuum and Clean Walk-Off Mats.** Contractor(s) shall vacuum and clean interior and exterior walk-off mats with a *HEPA-VAC vacuum*. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
- V. **General Spot Cleaning.** Contractor(s) shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- W. **Dust Blinds, Window Sills and Draperies.** All blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs.
- X. **Upholstered Furniture.** Contractor(s) shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor(s) shall spot clean with a product specifically designed for upholstered furniture.
- Y. **Refrigerators.** Identified locations may include refrigerators located throughout the buildings. Contractor(s) shall provide routine refrigerator cleaning as identified by the Building Manager or approved designee.

XVI. ADDITIONAL WORK

- A. County may request Contractor to provide additional services within the general subject area of the Contract. Contractor(s) must obtain County Building Manager's written approval prior to commencing any additional work.

Examples of work that may be requested:

1. Special clean-up after an event.
 2. Additional carpet cleaning.
 3. Additional floor waxing.
 4. Clean-up around or near the outside of a building.
 5. Additional cleaning of windows.
 6. Removal of large amounts of packing material.
 7. Clean-up the water in a restroom from an overflowing sink/toilet.
 8. Installing an additional toilet/paper towel dispenser.
- B. The County reserves the right to use alternate sources for completion of the additional work and to utilize the data provided under the Contract to obtain necessary services.

County of Orange

- C. If the County authorizes work by an alternate source, the Contractor(s) may be relieved of responsibilities pertaining to the equipment affected by the service location(s) while work is being performed and during the subsequent warranty period.
- D. Contractor(s) shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, the County's Building Manager or approved designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under the Contract and the work performed under that section. Services shall be listed per Contract as the County requires, by location.

XVII. COUNTY OBSERVED HOLIDAYS:

Thanksgiving Day
Friday after Thanksgiving Day
Christmas
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day

NOTE: Some locations may be open 24 hours and on holidays. Location times, holidays and schedules will be provided per each location at the time of the job walk.

XVIII. SECURED FACILITY REQUIREMENTS:

- A. Background Checks: Personnel may be subject to a background check and clearance, as authorized under the law, prior to their entering a secured facility. Failure of any employee to pass the background check shall not be the responsibility of the County and shall not constitute an increase in the cost to the County.
- B. Contractor(s) may be required to prepare and submit an information form to the Contract Manager or approved designee for all persons who will be working on or who will need access to the facility.
- C. The information form will be provided by the Contract Manager or approved designee, upon request, and will be screened by the secured facility's Agency/Department.
- D. The information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed that has not received prior clearance from the County.
- F. The County is not required to give a reason if clearance is denied.

*County of Orange***LOCATIONS:**

The number of locations is subject to change at any time and the County reserves the right to add and/or delete locations, square footage and/or frequency of service(s) depending on the needs of the County. Mandatory Job Walks will be conducted, per location, at the County's discretion. This RFP is to establish a list of qualified Contractors to issue Contracts, by location. The Contracts awarded as a result of this RFP will be used for multiple Contractors. Each individual location will be solicited independently amongst these aggregate Contractors. The Contractors will be invited to a job walk, per location and will submit a quote based on that location's requirements. The County is estimating that over 30 County facilities will utilize these contracts for Janitorial Services.

As the County evolves to meet the needs of its' citizens, there is potential for future purchased locations. The County reserves the right to add and/or remove remote or none-remote locations that are not County-owned and/or leased.

**ATTACHMENT B
CONTRACTORS PRICING**

A. COMPENSATION

The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Hourly Rates and Total Contract Not to Exceed Amount specified herein unless authorized by amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

B. FEES AND CHARGES

The County will pay the following fees in accordance with the provisions of the final negotiated Contract. **Hourly rates shall be all inclusive of costs for the work to include; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour. Payment shall be as follows:**

- | | |
|--|----------------|
| 1. Hourly rate for Janitorial Services | <u>\$18.50</u> |
| 2. Hourly rate for Janitorial Services Supervisor | <u>\$22.50</u> |
| 3. Hourly rate for Flooring Specialist (Carpet Cleaning/Waxing) | <u>\$30.00</u> |
| 4. Hourly rate for Day Porter (7:00am – 5:00pm Mon-Fri) | <u>\$19.50</u> |
| 5. Hourly rate for Day Porter Supervisor (7:00am – 5:00pm Mon-Fri) | <u>\$22.50</u> |
| 6. Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$45.00</u> |
| 7. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$28.50</u> |
| 8. Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri) | |

- \$45.00
- 9. Supervisor Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri)
 - \$28.50
- 10. Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)
 - \$45.00
- 11. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)
 - \$28.50

Total Contract (In Aggregate) Not to Exceed Amount: \$8,000,000

Estimated Reimbursable Expenses & In Direct Costs: TBD based on location

Note: The County reserves the right to add or delete classifications through the term of the Contract.

C. SCHEDULE OF DEDUCTIONS:

The Schedule of Deduction will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing while under Contract. Contractor’s associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

D. PRICING INCREASES/DECREASES:

All rate decreases will automatically be extended to the County. No rate increases will be permitted during the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive rate adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price rate Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

E. DISCOUNTS AND PRICING STRUCTURE:

The Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. The Contractor agrees that no rate increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

County of Orange**F. CONTRACTOR'S EXPENSE:**

The Contractor will be responsible for all administrative costs while on County sites during the performance of work and services under this Contract.

G. INVOICING INSTRUCTIONS:

The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from (1), above
3. Name of County agency/department/contact person
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Services
8. Detailed description of commodity transition with unit price, discounted price and totals.
9. Detailed description of total labor hours and charges by employee/location/date/time
10. Total
11. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

*Each location/department will
designate specific invoicing
instructions.

The Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

JANITORIAL SERVICES KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Length of Time with Company
<u>Luis Mejia</u>	Manager	30 years	15 years
<u>Antonio Gamboa</u>	Supervisor	8 years	5 years
<u>Rolando Bonilla</u>	Supervisor	15 years	5 years
<u>Mike Dawes</u>	Vice President	17 years	15 years
<u>Maribel Urbieto</u>	Secretary	5 years	5 years

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. **Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.**

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. **Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

CONTRACT NUMBER MA-080-18011641

FOR

JANITORIAL SERVICES

BETWEEN

COUNTY OF ORANGE

AND

OMNI ENTERPRISE, INC.



**CONTRACT NUMBER MA-080-18011641
FOR
JANITORIAL SERVICES**

THIS Contract Number MA-080-18011641 for Janitorial Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Omni Enterprise, Inc., (hereinafter referred to as “Contractor”) with County and Contractor sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Contractor’s Pricing
Attachment C – Staffing Plan

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Janitorial Services; and,

WHEREAS, County solicited Janitorial Services as set forth herein, and Contractor has represented that it is qualified to provide Janitorial Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Janitorial Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor’s Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Scope of Contract:** This Contract, including attachment(s), specifies the Contractual terms and conditions by which the Contractor will provide Janitorial Services under a usage Contract.
- B. **Term:** The initial term of this Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for three (3) years from that date, with the option to renew for two (2) additional one (1) year terms, upon Board of Supervisor approval, unless otherwise terminated as provided herein.
- C. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

D. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

E. **County's Manager:** The County shall appoint a Contract Manager, to act as liaison between the County and the Contractor during the term of this Contract.

The County's Contract Manager shall have the right to require the removal and replacement of the Contractor's Service Manager. The County's Contract Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Contract Manager. The County's Contract Manager shall review and approve the appointment of the replacement for the Contractor's Service Manager. Said approval shall not be unreasonably withheld.

F. **Contractor's Service Manager:** The County shall appoint a Contract Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Service Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The Contractor's Service Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the service location(s) time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Service Manager.

G. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

H. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one (1) business day of notification by County. County shall submit the request in writing to the Contractor's Service Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

I. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict

with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

- J. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- K. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- L. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
- M. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work

records indicating their ability to accept the kind of responsibility anticipated under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The Contract Manager must be notified in writing, within seven (7) days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

- N. **Contractor Personnel: Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to the service location(s) must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- O. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above

- P. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- Q. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this Contract at the convenience of the using agency/department.
- R. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
- S. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- T. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
- U. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- V. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

- W. **Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in the County of Orange for a period of seven (7) years. Storage of records in another County will require special clearance from County's Contract Manager for the service location(s). Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein."

In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- X. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain

review and approval of said news media contact from the County through the County's Contract Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects or service location(s) without first obtaining permission from the County Contract Manager.

Y. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
3. Terminate the Contract immediately without penalty.

Z. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's Contract Manager as specified in Article EE. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

- AA. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- BB. **Expenditure Limit:** The Contractor shall notify the County Contract Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.
- CC. **Intentionally Left Blank**
- DD. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Contract Manager and must also be sent to:

**County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702**

- EE. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' service managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Omni Enterprise, Inc.
Attn: Dante Perez
1420 E. Edinger Ave., Ste. 225
Santa Ana, CA 92705
Phone: 714-801-4092
Email: omniclean@gmail.com

For County: OC Public Works/Procurement Section
Attn: Michael Macias, County DPA
300 North Flower Street, Suite 838
Santa Ana, CA 92703

Phone: 714-667-9628

Email: Michael.Macias@ocpw.ocgov.com

- FF. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- GG. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Procurement Officer or his designee.
- HH. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- II. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- JJ. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- KK. **Acceptance/Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
- LL. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "KKK" below, and as

more fully described in Article “KKK”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- MM. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article “KKK” below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.
- NN. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- OO. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- PP. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- QQ. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- RR. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- SS. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be

responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

TT. Insurance Provisions: Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed

officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer

- UU. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "KKK" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- VV. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- WW. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- XX. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the

performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- YY. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- ZZ. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "KKK" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- AAA. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- BBB. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- CCC. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- DDD. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- EEE. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- FFF. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- GGG. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- HHH. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite

being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

- III. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- JJJ. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- KKK. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and departments which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- LLL. **Audits/Inspections:** The Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years

after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Contract Manager.

- NNN. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
- OOO. **Aggregate Contract:** This Contract, with a not-to-exceed amount of \$8,000,000, is to be combined in aggregate with the concurrent contracts for the same services with US Metro Group, Inc., Haynes Building Services, LLC., and Golden Touch Cleaning, Inc.
- PPP. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

OMNI ENTERPRISE, INC. DocuSigned by:
By: *Dante Perez*
Print Name: Dante Perez
Title: President
Corporate Officer
Date: 4/10/2018

DocuSigned by:
By: *Dante Perez*
Print Name: Dante Perez
Title: Secretary
Corporate Officer
Date: 4/10/2018

COUNTY OF ORANGE, a political subdivision
of the State of California

By: *[Signature]*
Print Name: MICHAEL MACIAS
Title: Deputy Purchasing Agent
Date: 5/22/2018

APPROVED AS TO FORM:

County Counsel DocuSigned by:
By: *Daniel Shephard*
Deputy
Date: 4/23/2018

* If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

I. INTRODUCTION

The County of Orange, Public Works is seeking proposals to obtain:

Janitorial Services

The Respondent's proposal must clearly state what services are being offered. The scope is inclusive of a sampling of Janitorial Services.

II. SCOPE OF WORK

The Contractor(s) shall, throughout the length of the Contract(s), provide the required materials, equipment, transportation, machinery, supplies, tools, labor and supervision necessary to provide superior Janitorial Services. The objective is to obtain Janitorial Services that will be executed in a professional and thorough manner. **Services may include the below and shall be listed per Contract, as the County requires, per location. It is the intent of this on call to be utilized per location as the need arises. Each location will be awarded as a task order to these on call contracts.**

III. DEFINITIONS

- A. **Daily:** Shall mean the period of normal work week, i.e., Monday through Friday, including Saturdays, Sundays, or as the County requires, per location.
- B. **Weekly:** Shall mean per calendar week (Sunday – Saturday).
- C. **Bi -Weekly:** Shall mean every two weeks. It shall be per calendar month regardless of the number of days in the month.
- D. **Monthly:** Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.
- E. **Quarterly:** Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.
- F. **Annual:** Shall be once (1) per year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the Contract year.
- G. **Semi-Annually:** Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Contract and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.
- H. **Day Porter:** Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours, to perform the Contract related services,

County of Orange

including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups, (plumbing and roof leaks) refilling supplies and general facility upkeep. Services shall be listed per Contract as the County requires, per location.

- I. **Dirt:** Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- J. **Damp Mopping:** Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all-purpose floor cleaner (and a disinfectant where required by the Scope of Work Services listed per Contract as the County requires, per location.) with a dry-wrung out mop.
- K. **Disinfect:** To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- L. **Spray Buffing:** A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- M. **Carpet Cleaning:** Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufactures recommendations.
- N. **Specialized Floor Cleaning:** This service shall be listed per Contract as the County requires, per location.
- O. **Dust Mopping:** Removing dirt and debris from floor surfaces by use of a dust mop.
- P. **Easily Movable Items:** Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- Q. **Emergency Clean-ups:** Cleaning up water from roof leaks and plumbing leaks, as requested. Service shall be listed per Contract as the County requires, per location.
- R. **Floor Maintenance:** The tasks of sweeping, dust mopping, damp mopping, wet mopping, scrubbing, stripping, sealing, waxing, dry buffing or spray buffing to maintain floors in a neat, clean, orderly and safe state.
- S. **Glass:** All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.
- T. **High Glass:** Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- U. **Neat/Clean:** Orderly, tidy and free from dirt, stains, dust and debris.
- V. **Scrubbing (hard surface floors):** Cleaning floor surfaces, after sweeping or dust mopping, applying an all-purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water, picking-up residue with a wet-vacuum.
- W. **Sealing (hard surface floors):** After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.
- X. **Spray Buffing (hard surface floors):** A process used to clean, eliminate heal marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving

County of Orange

a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.

- Y. **Stairways/Stairwell/Staircase:** One or more flights of stairs, including the steps, risers and landings to pass from one level to another, a flight of stairs with the supporting framework, casings and handrails, the vertical shaft in which stairs are located.

Note: All stairwells shall receive floor maintenance, as the County requires, per location.

- Z. **Stripping (hard surface floors):** Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.
- AA. **Sweeping:** Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- BB. **Walk-Off Mats:** Mats made of various materials that are located inside and outside building entrances and throughout the building.
- CC. **Waxing:** Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors and is non-slippery and leaves a glossy and uniform appearance.
- DD. **Wet Mopping:** Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all-purpose detergent solution and disinfectant where required. Services shall be listed per Contract as the County requires, per location.
- EE. **Windows:** Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable to that location). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows. After exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

IV. CONTROL OF WORK

The Building Manager or approved designee and the Contract Manager or approved designee shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract(s) by Contractor. The Building Manager, Contract Inspector and the Contract Manager or approved designees shall also direct the inspection/administration of the work and decide questions regarding compensation.

- A. **Licenses:** Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
- B. **Changes:** Changes in the areas serviced and/or specifications may be necessary during the term of the Contract(s). Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by the County's Building Manager in accordance

County of Orange

with the Item 15.0 "Additional Work" below, or authorized by Amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions.

- C. **Deficient Performance:** The County will provide the Contractor with written notice of deficient performance. The Contractor shall remedy any such deficiencies on its' next scheduled maintenance visit (following receipt of notification by the County either by phone or by fax) to the facility in question.

The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.

The Contractor shall have ten (10) calendar days to dispute a County claim of deficient performance. Contractor's notification must be in writing and include Contractor's rationale in disputing the County's claim of deficient performance.

V. **BUILDING SECURITY**

- A. **Keys:** The County may issue such keys (key cards) as necessary for access to the service locations. For each County location, per Contract, the Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated. Should a lost or stolen key jeopardize the security of the particular County facility, the Contractor shall be solely responsible for all costs incurred by the County in re-keying the lock system.
- B. **Security System:** The work area may be protected by limited access security systems. An initial access code number may be issued to Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by Contractor and may be deducted from payments due or to become due to Contractor. Furthermore, any alarms originating from Contractor's operations shall also be paid by Contractor and may be deducted from payments due or to become due to Contractor.
- C. **Facility Security:** Contractor shall keep all doors locked while working in any County buildings and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.
- D. **Damage:** Contractor shall immediately report all abnormal conditions and occurrences, to include broken windows, vandalism and/or other building damage to the Building Manager during normal working hours, Monday through Friday; and to the Orange County Sheriff outside normal clinic operating/working hours. Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

VI. CONTRACTOR'S RESPONSIBILITIES

- A. **Background/Security:** Personnel engaged in performance of this work shall be employees of the Contractor, per Contract, per location and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractors shall research the employment and police records of each employee and shall maintain a copy of such research. If Department requires internal background check, Contractor is expected to comply with all requests.
- B. **Health:** All personnel shall be in good health and free of contagious diseases. Contractors shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building(s). Neither shall Contractors allow the use or presence of alcohol or drugs on the premises or in the buildings.
- C. **Identification/Uniforms:** All personnel shall wear uniforms, furnished by Contractors, at all times during the performance of this work. This requirement shall be listed per Contract as the County requires, per location. Contractor's supervisor may wear badges in lieu of uniforms.
- D. **Conduct:** No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for County Janitorial Services.
- E. **Supervision:** Contractor(s) shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both, written and oral English. Supervision shall be addressed and listed per Contract as the County requires, per location.
- F. **Training:** Contractor(s) shall have an on-going training program for its' entire staff. Contractor(s) shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in Janitorial Services.
- G. **Vehicles:** Contractor(s) owned or leased vehicles to provide transportation and parking fees (if applicable) to meet the Contract specifications. Parking fees shall be listed per Contract as the County requires, per location.
- H. **Schedule:** Within the first two (2) weeks of the effective date of any particular Contract, Contractor shall prepare a schedule for the monthly, quarterly, semi-annual and annual cleaning. The schedule shall be given to the Building Manager or approved designee. Any deviation from this schedule must be approved by Building Manager, or approved designee.
- I. **Safety:** Contractor(s) shall submit to the County, a written safety program that will include at minimum, detailed training procedures relating to safe work habits and usage of cleaning chemicals and equipment.
- J. **Wages:** Contractor(s) shall pay appropriate Federal/State Wages.

VII. CONSERVATION OF UTILITIES

The Contractor(s) shall instruct all employees performing work within County facilities to utilize methods which will maximize energy conservation. Contractor(s) shall be responsible for operation under conditions that prevent the waste of utilities to include the following:

- A. Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned.
- B. Employees shall not adjust mechanical equipment controls for heating, ventilation or air condition systems.

VIII. CONTRACTOR'S OFFICE/EMERGENCY

Contractor(s) shall maintain an office in Orange County with a telephone communications system for twenty-four (24) hour emergency notification. All calls are to be returned within one (1) hour. Emergency response to the site will be no more than two (2) hours.

IX. PROTECTION AND RESTORATION

Contractor(s) shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

X. RESTRICTIONS

- A. **General:** Contractor's personnel shall not disturb any desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, stoves, microwaves, or refrigerators, nor shall they tamper with any personal or County property.
- B. **Telephones:** Telephones shall not be used by Contractor(s) or its employees for personal or business reasons with the following exception(s):
 - 1. To report need of medical aid, fire or need of law enforcement, dial 9-911.
 - 2. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
- C. **Radios:** Contractor or its' employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of the Contract, as well as punitive action.

XI. MATERIALS

Contractor(s) shall furnish at its' expense all equipment, machinery, tools, supplies and dispensers to perform this work. The equipment, tools, supplies and dispensers shall vary as the County requires, per location:

County of Orange

- A. **Equipment:** Wet and dry HEPA vacuum cleaners, (dry HEPA vacuums to have attached magnets), carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers and carpet pile lifter.
- B. **Tools:** Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads and hand floor stripping tools.
- C. **Supplies:** Floor, glass, tile, and carpet cleaners (Manufactures Recommended); floor wax strippers, sealers, furniture, tile and metal waxes/polishes, wood restorer, acid base cleaners, disinfectants, deodorant blocks, sand for sand urns/ash trays, plastic trash can liners and antibacterial hand soap.
- D. **Paper Supplies:** Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners.
- E. **Dispensers:** Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers.

XII. QUALITY OF CLEANING MATERIALS/SUPPLIES

- A. **Quality, Safety and Effectiveness:** All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended and will not present unsafe conditions for the Public or County employees. All cleaning materials/supplies shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public or others using County facilities.

Note: Contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

B. Environmentally Preferable (Green) Products and Specifications:

- 1. **Janitorial Cleaners & Products:** Janitorial Cleaners and Products are divided into the following classifications: Hard surface/General-Purpose Cleaners; Biologically-based Cleaning and Degreasing Compounds; Disinfectants and Disinfecting Cleaners; Carpet & Upholstery Cleaners; and Floor-Care Products. These classifications cover products ranging from bathroom, carpet and upholstery, general purpose, window/glass, disinfectant, and industrial cleaners. Contractor must purchase products in compliance with the maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17). The current level of VOC content for this product category is 30%. Products must, at a minimum, meet this VOC requirement. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Since improper use can affect the performance of green cleaning products, Contractor should provide training to maintenance staff on the proper use of the products. Training is considered essential for successful implementation.

County of Orange

- a. **Hard surface/General-Purpose Cleaning products:** Hard surface cleaning products are used to remove both organic and inorganic soils from a variety of hard surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood and stone. These products include bathroom cleaners, boat and bilge cleaners, cooking appliance cleaners, degreasers, dish cleaners, industrial cleaners, vehicle cleaners for household and institutional use, window and glass cleaners, and cleaning products with low potential for environmental illness.

The County defines an environmentally preferable hard surface/general-purpose cleaning product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

Green Seal GS-37 & GS-34, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- b. **Biologically-based Cleaning and Degreasing Compounds:** These are products used to remove soils from a variety of surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood, and stone; can include the following product types: cleaners, bio based general facility maintenance cleaners, cleaners, bio based cleaners all of which are generally 100 percent biodegradable and non-toxic.

The County defines an environmentally preferable biologically-based cleaning and degreasing product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-110, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- c. **Disinfectants and Disinfecting Cleaners:** Disinfectant cleaners are defined as liquid one-step cleaning and disinfecting products used in offices, schools, hospitals and retail settings. Disinfectant products covered under this document are also known as hard-surface disinfectants or low-level disinfectants, and serve to kill pathogenic microorganisms (bacteria, fungi) on hard non-porous surfaces

The County defines an environmentally preferable disinfectant or disinfecting cleaner as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- d. **Carpet & Upholstery Cleaners:** Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials.

The County defines an environmentally preferable carpet and upholstery cleaners as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-148, www.ecologo.org/en/greenproducts/

Green Seal GS-37, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- e. **Floor-Care Products:** Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers.

The County defines an environmentally preferable floor-care product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

i. EcoLogo Standard CCD-147 www.ecologo.org/en/greenproducts/

ii. Green Seal GS-40, www.greenseal.org/

iii. EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

County of Orange

- f. Cleaning chemicals must be certified through one (1) of these agencies and must remain certified for the duration of the contract. Products that are not listed through one (1) of these certification agencies are prohibited as part of this janitorial services Contract. Contractor must provide proof of agency certification if the product is not listed on the certification agency's website.
- g. **Material Safety Data Sheets (MSDS)**: must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this contract. These changes must be submitted in writing to the Building Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

C. Paper Products**1. Janitorial Paper Products:**

- a. Paper products that are environmentally preferable are found on the following agency product lists and standards:
 - i. EcoLogo, www.ecologo.org/en/greenproducts/
 - ii. Green Seal, www.greenseal.org/
 - iii. Conservatree, www.conservatree.com
 - iv. Forest Stewardship Council (FSC) chain of custody certification, <http://www.fscus.org/>
 - v. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- b. Chlorine-free or less-chlorinated paper products are preferential. The following language on labels and in catalogs addresses the level of chlorine used in the production process:
 - i. Unbleached.
 - ii. Bleached without chlorine or chlorine derivatives.
 - iii. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
 - iv. Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the waste paper being recycled may previously have been bleached with chlorine, recycled paper products labeled PCF cannot be labeled TCF. If the final product contains any virgin fiber, then that fiber must be TCF.
 - v. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.

County of Orange

c. The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. **Contractor’s may utilize products of his choice which are equal to those stated, or as County requires, per Contract and per location:**

- i. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand;
- ii. Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal;
- iii. Seat Covers: Shieldor or equal;
- iv. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
- v. All-purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
- vi. Feminine napkins: Kotex or equal;
- vii. Wood Cleaning: Any “Green” product
- viii. Floor finishes:(commercial quality)

Stripper: Non ammoniated, Waxie W-400 stripper,
 Sealer: 16 percent solids, Waxie W-300 sealer
 Wax: 16-17 percent solids, Johnson's Complete Wax
 Spray Buff: Johnson's Snapback
 Sweeping
 Compound: Green Wax – Waxie 910240

ix. Plastic liners for waste and rubbish containers:

Size:	12x8x24.....1 mil.	16x14x37.....1.4 mil.
	15x9x24.....1 mil.	23x10x40.....1.4 mil.
	15x9x33.....1 mil.	23x17x48.....1.4 mil.
	23x17x48.....1 mil.	

Note: Some locations may require different sizes, Contracts will be negotiated separately, per location.

XIII. CONTRACTORS – PERFORMANCE

The Contract(s) specifications define the minimum level of service and frequency deemed acceptable. It is intended that Contractor(s) shall schedule its’ operations to meet or exceed these requirements, per Contract and per location. It is further intended that Contractor(s) shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance

County of Orange

doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks, etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.

Contractor(s) shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of the Contract, per location.

XIV. SCHEDULE OF DEDUCTIONS

The Schedule of Deductions will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing under the Contract, per location. Contractor's associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

XV. SERVICES TO BE PROVIDED

The Contractor(s) shall perform some or all of the following services, **as the County requires, per location:**

- A. **Trash.** Contractor(s) shall remove daily all trash from the entire facility or and other specific areas designated by the Building Manager or approved designee. Contractor(s) shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and/or other trash containers that are provided for disposal of trash.

Contractor(s) shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.

Contractor(s) shall not recycle trash or store recycled bottles and cans on the premises.

Contractor(s) shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, sheriff security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used and shall be changed daily or as required by the Building Manager or approved designee.

Contractor(s) shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the Building Manager or approved designee.

All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a

trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor(s) shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.

- B. **Building Entrance and Atriums.** Must be kept clean and free of dust, debris, cobwebs, bird droppings and other waste on a daily basis.
- C. **Maintain Floors.** All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.

All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors.

All moved items shall be returned to their proper positions when all floor maintenance operations have been completed. Wax is to be applied only to floor surfaces that have been cleaned.

- D. **Sweep/Dust Mop Floors.** All accessible floor areas shall be swept and/or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners and abutments, shall be free of litter, cobwebs, dust and debris. Chairs, trash receptacles, plants and any other moveable object shall be moved or tilted in order to sweep underneath.
- E. **Mop Floors.** All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.
- F. **Sweep and damp mop floors – difficult to reach areas.** Contractor(s) shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.
- G. **Dry/Spray Buff Floors.** All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor finish and detergent, leaving a uniform, thin coat of non-skid wax. *Sweeping and wet mopping must occur before this procedure.*
- H. **Gym/Shower Mats.** If applicable to the Contract, per location, Contractor(s) shall sanitize and clean identified gym/shower mats (if desired by Building Manager).
- I. **Strip, Scrub, Seal, and Wax Floors.** All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor(s) shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces. Non-skid wax shall be used. A uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.

County of Orange

- J. **Empty and Clean Public Ash Trays and Urns.** Contractor(s) shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed, per location.
- K. **Perform Low Dusting.** All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., to a line seven (7) feet above the top of the floor level.
- L. **Perform High Dusting.** Contractor(s) shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven (7) feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- M. **Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces.** The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven (7) feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- N. **Clean and Polish Other Interior Glass.** Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- O. **Drinking Fountains.** All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
- P. **Elevators.** Contractor(s) shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from public and freight elevators including floors, walls, sills and ceiling.
- Q. **Stairways.** All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor(s) shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- R. **Vacuum Carpets, Rugs and Mats.** All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a *HEPA-VAC vacuum*; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture. Vacuumed areas shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the Building Manager or approved designee.
- S. **Spot Clean Carpets.** Contractor(s) shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.
- T. **Carpet Cleaning.** Contractor(s) shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution.

County of Orange

All carpets shall be free of dirt; (*Bonnet buffing method of cleaning carpet is not acceptable*).

- U. **Vacuum and Clean Walk-Off Mats.** Contractor(s) shall vacuum and clean interior and exterior walk-off mats with a *HEPA-VAC vacuum*. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
- V. **General Spot Cleaning.** Contractor(s) shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- W. **Dust Blinds, Window Sills and Draperies.** All blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs.
- X. **Upholstered Furniture.** Contractor(s) shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor(s) shall spot clean with a product specifically designed for upholstered furniture.
- Y. **Refrigerators.** Identified locations may include refrigerators located throughout the buildings. Contractor(s) shall provide routine refrigerator cleaning as identified by the Building Manager or approved designee.

XVI. ADDITIONAL WORK

- A. County may request Contractor to provide additional services within the general subject area of the Contract. Contractor(s) must obtain County Building Manager's written approval prior to commencing any additional work.

Examples of work that may be requested:

1. Special clean-up after an event.
 2. Additional carpet cleaning.
 3. Additional floor waxing.
 4. Clean-up around or near the outside of a building.
 5. Additional cleaning of windows.
 6. Removal of large amounts of packing material.
 7. Clean-up the water in a restroom from an overflowing sink/toilet.
 8. Installing an additional toilet/paper towel dispenser.
- B. The County reserves the right to use alternate sources for completion of the additional work and to utilize the data provided under the Contract to obtain necessary services.
 - C. If the County authorizes work by an alternate source, the Contractor(s) may be relieved of responsibilities pertaining to the equipment affected by the service location(s) while work is being performed and during the subsequent warranty period.

County of Orange

- D. Contractor(s) shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, the County's Building Manager or approved designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under the Contract and the work performed under that section. Services shall be listed per Contract as the County requires, by location.

XVII. COUNTY OBSERVED HOLIDAYS:

Thanksgiving Day
Friday after Thanksgiving Day
Christmas
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day

NOTE: Some locations may be open 24 hours and on holidays. Location times, holidays and schedules will be provided per each location at the time of the job walk.

XVIII. SECURED FACILITY REQUIREMENTS:

- A. Background Checks: Personnel may be subject to a background check and clearance, as authorized under the law, prior to their entering a secured facility. Failure of any employee to pass the background check shall not be the responsibility of the County and shall not constitute an increase in the cost to the County.
- B. Contractor(s) may be required to prepare and submit an information form to the Contract Manager or approved designee for all persons who will be working on or who will need access to the facility.
- C. The information form will be provided by the Contract Manager or approved designee, upon request, and will be screened by the secured facility's Agency/Department.
- D. The information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed that has not received prior clearance from the County.
- F. The County is not required to give a reason if clearance is denied.

LOCATIONS:

The number of locations is subject to change at any time and the County reserves the right to add and/or delete locations, square footage and/or frequency of service(s) depending on the needs of the County. Mandatory Job Walks will be conducted, per location, at the County's discretion. This RFP

County of Orange

is to establish a list of qualified Contractors to issue Contracts, by location. The Contracts awarded as a result of this RFP will be used for multiple Contractors. Each individual location will be solicited independently amongst these aggregate Contractors. The Contractors will be invited to a job walk, per location and will submit a quote based on that location's requirements. The County is estimating that over 30 County facilities will utilize these contracts for Janitorial Services.

As the County evolves to meet the needs of its' citizens, there is potential for future purchased locations. The County reserves the right to add and/or remove remote or none-remote locations that are not County-owned and/or leased.

**ATTACHMENT B
CONTRACTORS PRICING**

A. COMPENSATION

The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Hourly Rates and Total Contract Not to Exceed Amount specified herein unless authorized by amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

B. FEES AND CHARGES

The County will pay the following fees in accordance with the provisions of the final negotiated Contract. **Hourly rates shall be all inclusive of costs for the work to include; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour. Payment shall be as follows:**

- | | |
|--|----------------|
| 1. Hourly rate for Janitorial Services | <u>\$19.50</u> |
| 2. Hourly rate for Janitorial Services Supervisor | <u>\$22.50</u> |
| 3. Hourly rate for Flooring Specialist (Carpet Cleaning/Waxing) | <u>\$22.50</u> |
| 4. Hourly rate for Day Porter (7:00am – 5:00pm Mon-Fri) | <u>\$19.50</u> |
| 5. Hourly rate for Day Porter Supervisor (7:00am – 5:00pm Mon-Fri) | <u>\$22.50</u> |
| 6. Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$22.50</u> |
| 7. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$22.50</u> |
| 8. Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri) | |

\$22.50

9. Supervisor Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri)

\$22.50

10. Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)

\$22.50

11. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)

\$22.50

Total Contract (In Aggregate) Not to Exceed Amount: \$8,000,000

Estimated Reimbursable Expenses & In Direct Costs:

TBD based on location

Note: The County reserves the right to add or delete classifications through the term of the Contract.

C. SCHEDULE OF DEDUCTIONS:

The Schedule of Deduction will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing while under Contract. Contractor’s associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

D. PRICING INCREASES/DECREASES:

All rate decreases will automatically be extended to the County. No rate increases will be permitted during the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive rate adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price rate Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

E. DISCOUNTS AND PRICING STRUCTURE:

The Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. The Contractor agrees that no rate increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

County of Orange**F. CONTRACTOR'S EXPENSE:**

The Contractor will be responsible for all administrative costs while on County sites during the performance of work and services under this Contract.

G. INVOICING INSTRUCTIONS:

The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from (1), above
3. Name of County agency/department/contact person
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Services
8. Detailed description of commodity transition with unit price, discounted price and totals.
9. Detailed description of total labor hours and charges by employee/location/date/time
10. Total
11. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

*Each location/department will
designate specific invoicing
instructions.

The Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

JANITORIAL SERVICES KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Length of Time with Company
<u>Dante Perez</u>	Project Manager	16 years	10 years
<u>Alex Perez</u>	Project Manager	35 years	10 years
<u>Raul Castro</u>	Supervisor/Lead Janitor	11 years	3 years
<u>Idalia Guzman</u>	Quality Control/Admin Office	13 years	1 year
<u>Acko De La Paz</u>	Office Clerk	5 years	2 years

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. ***Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.***

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. ***Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

CONTRACT NUMBER MA-080-18011641

FOR

JANITORIAL SERVICES

BETWEEN

COUNTY OF ORANGE

AND

US METRO GROUP, INC.



**CONTRACT NUMBER MA-080-18011641
FOR
JANITORIAL SERVICES**

THIS Contract Number MA-080-18011641 for Janitorial Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and US Metro Group, Inc., (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Contractor's Pricing
Attachment C – Staffing Plan

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Janitorial Services; and,

WHEREAS, County solicited Janitorial Services as set forth herein, and Contractor has represented that it is qualified to provide Janitorial Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Janitorial Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Scope of Contract:** This Contract, including attachment(s), specifies the Contractual terms and conditions by which the Contractor will provide Janitorial Services under a usage Contract.
- B. **Term:** The initial term of this Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for three (3) years from that date, with the option to renew for two (2) additional one (1) year terms, upon Board of Supervisor approval, unless otherwise terminated as provided herein.
- C. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

D. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

E. **County's Manager:** The County shall appoint a Contract Manager, to act as liaison between the County and the Contractor during the term of this Contract.

The County's Contract Manager shall have the right to require the removal and replacement of the Contractor's Service Manager. The County's Contract Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Contract Manager. The County's Contract Manager shall review and approve the appointment of the replacement for the Contractor's Service Manager. Said approval shall not be unreasonably withheld.

F. **Contractor's Service Manager:** The County shall appoint a Contract Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Service Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The Contractor's Service Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the service location(s) time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Service Manager.

G. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

H. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one (1) business day of notification by County. County shall submit the request in writing to the Contractor's Service Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

I. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict

with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

- J. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- K. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- L. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
- M. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work

records indicating their ability to accept the kind of responsibility anticipated under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The Contract Manager must be notified in writing, within seven (7) days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

- N. **Contractor Personnel: Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to the service location(s) must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- O. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above

- P. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- Q. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this Contract at the convenience of the using agency/department.
- R. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
- S. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- T. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
- U. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- V. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

- W. **Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in the County of Orange for a period of seven (7) years. Storage of records in another County will require special clearance from County's Contract Manager for the service location(s). Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein."

In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- X. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain

review and approval of said news media contact from the County through the County's Contract Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects or service location(s) without first obtaining permission from the County Contract Manager.

Y. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
3. Terminate the Contract immediately without penalty.

Z. Contract Disputes: The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's Contract Manager as specified in Article EE. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

- AA. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- BB. **Expenditure Limit:** The Contractor shall notify the County Contract Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.
- CC. **Intentionally Left Blank**
- DD. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Contract Manager and must also be sent to:

**County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702**

- EE. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' service managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: US Metro Group, Inc.
Attn: Bonnie Manning
2700 Cherry Ave, Suite B
Signal Hill, CA 90755
Phone: 213-382-6435
Email: Bonnie.M@usmetrogroup.com

For County: OC Public Works/Procurement Section
Attn: Michael Macias, County DPA
300 North Flower Street, Suite 838
Santa Ana, CA 92703
Phone: 714-667-9628
Email: Michael.Macias@ocpw.ocgov.com

- FF. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- GG. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Procurement Officer or his designee.
- HH. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- II. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- JJ. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- KK. **Acceptance/Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
- LL. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "KKK" below, and as more fully described in Article "KKK", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or

unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- MM. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article “KKK” below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.
- NN. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- OO. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- PP. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- QQ. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- RR. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- SS. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good

and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

- TT. **Insurance Provisions:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer

- UU. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "KKK" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- VV. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- WW. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- XX. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and

Contractor avails himself of any available remedies.

- YY. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- ZZ. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "KKK" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- AAA. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- BBB. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- CCC. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- DDD. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- EEE. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- FFF. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- GGG. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- HHH. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule

of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

- III. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- JJJ. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- KKK. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and departments which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- LLL. **Audits/Inspections:** The Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to

include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Contract Manager.

- NNN. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
- OOO. **Aggregate Contract:** This Contract, with a not-to-exceed amount of \$8,000,000, is to be combined in aggregate with the concurrent contracts for the same services with Omni Enterprise, Inc., Haynes Building Services, LLC., and Golden Touch Cleaning, Inc.
- PPP. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

DocuSign Envelope ID: 3D362BB8-CE74-431A-8B3E-2BAE7B86508C

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

US METRO GROUP, INC. DocuSigned by:
Evelyn Kim
 By: _____
 Print Name: Evelyn Kim
 Title: President/CEO
Corporate Officer
 Date: April 10, 2018

DocuSigned by:
Evelyn Kim
 By: _____
 Print Name: Evelyn Kim
 Title: Secretary
Corporate Officer
 Date: April 10, 2018

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
 Print Name: MICHAEL MA-IAS
 Title: Deputy Purchasing Agent
 Date: 5/22/18

APPROVED AS TO FORM:

County Counsel
 By: _____ DocuSigned by:
Daniel Shephard
D832D1F85454440...
 Deputy
 Date: 4/23/2018

* If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

I. INTRODUCTION

The County of Orange, Public Works is seeking proposals to obtain:

Janitorial Services

The Respondent's proposal must clearly state what services are being offered. The scope is inclusive of a sampling of Janitorial Services.

II. SCOPE OF WORK

The Contractor(s) shall, throughout the length of the Contract(s), provide the required materials, equipment, transportation, machinery, supplies, tools, labor and supervision necessary to provide superior Janitorial Services. The objective is to obtain Janitorial Services that will be executed in a professional and thorough manner. **Services may include the below and shall be listed per Contract, as the County requires, per location. It is the intent of this on call to be utilized per location as the need arises. Each location will be awarded as a task order to these on call contracts.**

III. DEFINITIONS

- A. **Daily:** Shall mean the period of normal work week, i.e., Monday through Friday, including Saturdays, Sundays, or as the County requires, per location.
- B. **Weekly:** Shall mean per calendar week (Sunday – Saturday).
- C. **Bi -Weekly:** Shall mean every two weeks. It shall be per calendar month regardless of the number of days in the month.
- D. **Monthly:** Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.
- E. **Quarterly:** Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.
- F. **Annual:** Shall be once (1) per year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the Contract year.
- G. **Semi-Annually:** Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Contract and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.
- H. **Day Porter:** Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours, to perform the Contract related services,

County of Orange

including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups, (plumbing and roof leaks) refilling supplies and general facility upkeep. Services shall be listed per Contract as the County requires, per location.

- I. **Dirt:** Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- J. **Damp Mopping:** Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all-purpose floor cleaner (and a disinfectant where required by the Scope of Work Services listed per Contract as the County requires, per location.) with a dry-wrung out mop.
- K. **Disinfect:** To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- L. **Spray Buffing:** A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- M. **Carpet Cleaning:** Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufactures recommendations.
- N. **Specialized Floor Cleaning:** This service shall be listed per Contract as the County requires, per location.
- O. **Dust Mopping:** Removing dirt and debris from floor surfaces by use of a dust mop.
- P. **Easily Movable Items:** Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- Q. **Emergency Clean-ups:** Cleaning up water from roof leaks and plumbing leaks, as requested. Service shall be listed per Contract as the County requires, per location.
- R. **Floor Maintenance:** The tasks of sweeping, dust mopping, damp mopping, wet mopping, scrubbing, stripping, sealing, waxing, dry buffing or spray buffing to maintain floors in a neat, clean, orderly and safe state.
- S. **Glass:** All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.
- T. **High Glass:** Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- U. **Neat/Clean:** Orderly, tidy and free from dirt, stains, dust and debris.
- V. **Scrubbing (hard surface floors):** Cleaning floor surfaces, after sweeping or dust mopping, applying an all-purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water, picking-up residue with a wet-vacuum.
- W. **Sealing (hard surface floors):** After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.
- X. **Spray Buffing (hard surface floors):** A process used to clean, eliminate heal marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving

County of Orange

a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.

- Y. **Stairways/Stairwell/Staircase:** One or more flights of stairs, including the steps, risers and landings to pass from one level to another, a flight of stairs with the supporting framework, casings and handrails, the vertical shaft in which stairs are located.

Note: All stairwells shall receive floor maintenance, as the County requires, per location.

- Z. **Stripping (hard surface floors):** Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.
- AA. **Sweeping:** Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- BB. **Walk-Off Mats:** Mats made of various materials that are located inside and outside building entrances and throughout the building.
- CC. **Waxing:** Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors and is non-slippery and leaves a glossy and uniform appearance.
- DD. **Wet Mopping:** Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all-purpose detergent solution and disinfectant where required. Services shall be listed per Contract as the County requires, per location.
- EE. **Windows:** Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable to that location). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows. After exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

IV. CONTROL OF WORK

The Building Manager or approved designee and the Contract Manager or approved designee shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract(s) by Contractor. The Building Manager, Contract Inspector and the Contract Manager or approved designees shall also direct the inspection/administration of the work and decide questions regarding compensation.

- A. **Licenses:** Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
- B. **Changes:** Changes in the areas serviced and/or specifications may be necessary during the term of the Contract(s). Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by the County's Building Manager in accordance

County of Orange

with the Item 15.0 "Additional Work" below, or authorized by Amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions.

- C. **Deficient Performance:** The County will provide the Contractor with written notice of deficient performance. The Contractor shall remedy any such deficiencies on its' next scheduled maintenance visit (following receipt of notification by the County either by phone or by fax) to the facility in question.

The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.

The Contractor shall have ten (10) calendar days to dispute a County claim of deficient performance. Contractor's notification must be in writing and include Contractor's rationale in disputing the County's claim of deficient performance.

V. **BUILDING SECURITY**

- A. **Keys:** The County may issue such keys (key cards) as necessary for access to the service locations. For each County location, per Contract, the Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated. Should a lost or stolen key jeopardize the security of the particular County facility, the Contractor shall be solely responsible for all costs incurred by the County in re-keying the lock system.
- B. **Security System:** The work area may be protected by limited access security systems. An initial access code number may be issued to Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by Contractor and may be deducted from payments due or to become due to Contractor. Furthermore, any alarms originating from Contractor's operations shall also be paid by Contractor and may be deducted from payments due or to become due to Contractor.
- C. **Facility Security:** Contractor shall keep all doors locked while working in any County buildings and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.
- D. **Damage:** Contractor shall immediately report all abnormal conditions and occurrences, to include broken windows, vandalism and/or other building damage to the Building Manager during normal working hours, Monday through Friday; and to the Orange County Sheriff outside normal clinic operating/working hours. Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

VI. CONTRACTOR'S RESPONSIBILITIES

- A. **Background/Security:** Personnel engaged in performance of this work shall be employees of the Contractor, per Contract, per location and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractors shall research the employment and police records of each employee and shall maintain a copy of such research. If Department requires internal background check, Contractor is expected to comply with all requests.
- B. **Health:** All personnel shall be in good health and free of contagious diseases. Contractors shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building(s). Neither shall Contractors allow the use or presence of alcohol or drugs on the premises or in the buildings.
- C. **Identification/Uniforms:** All personnel shall wear uniforms, furnished by Contractors, at all times during the performance of this work. This requirement shall be listed per Contract as the County requires, per location. Contractor's supervisor may wear badges in lieu of uniforms.
- D. **Conduct:** No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for County Janitorial Services.
- E. **Supervision:** Contractor(s) shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both, written and oral English. Supervision shall be addressed and listed per Contract as the County requires, per location.
- F. **Training:** Contractor(s) shall have an on-going training program for its' entire staff. Contractor(s) shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in Janitorial Services.
- G. **Vehicles:** Contractor(s) owned or leased vehicles to provide transportation and parking fees (if applicable) to meet the Contract specifications. Parking fees shall be listed per Contract as the County requires, per location.
- H. **Schedule:** Within the first two (2) weeks of the effective date of any particular Contract, Contractor shall prepare a schedule for the monthly, quarterly, semi-annual and annual cleaning. The schedule shall be given to the Building Manager or approved designee. Any deviation from this schedule must be approved by Building Manager, or approved designee.
- I. **Safety:** Contractor(s) shall submit to the County, a written safety program that will include at minimum, detailed training procedures relating to safe work habits and usage of cleaning chemicals and equipment.
- J. **Wages:** Contractor(s) shall pay appropriate Federal/State Wages.

VII. CONSERVATION OF UTILITIES

The Contractor(s) shall instruct all employees performing work within County facilities to utilize methods which will maximize energy conservation. Contractor(s) shall be responsible for operation under conditions that prevent the waste of utilities to include the following:

- A. Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned.
- B. Employees shall not adjust mechanical equipment controls for heating, ventilation or air condition systems.

VIII. CONTRACTOR'S OFFICE/EMERGENCY

Contractor(s) shall maintain an office in Orange County with a telephone communications system for twenty-four (24) hour emergency notification. All calls are to be returned within one (1) hour. Emergency response to the site will be no more than two (2) hours.

IX. PROTECTION AND RESTORATION

Contractor(s) shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

X. RESTRICTIONS

- A. **General:** Contractor's personnel shall not disturb any desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, stoves, microwaves, or refrigerators, nor shall they tamper with any personal or County property.
- B. **Telephones:** Telephones shall not be used by Contractor(s) or its employees for personal or business reasons with the following exception(s):
 - 1. To report need of medical aid, fire or need of law enforcement, dial 9-911.
 - 2. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
- C. **Radios:** Contractor or its' employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of the Contract, as well as punitive action.

XI. MATERIALS

Contractor(s) shall furnish at its' expense all equipment, machinery, tools, supplies and dispensers to perform this work. The equipment, tools, supplies and dispensers shall vary as the County requires, per location:

County of Orange

- A. **Equipment:** Wet and dry HEPA vacuum cleaners, (dry HEPA vacuums to have attached magnets), carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers and carpet pile lifter.
- B. **Tools:** Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads and hand floor stripping tools.
- C. **Supplies:** Floor, glass, tile, and carpet cleaners (Manufactures Recommended); floor wax strippers, sealers, furniture, tile and metal waxes/polishes, wood restorer, acid base cleaners, disinfectants, deodorant blocks, sand for sand urns/ash trays, plastic trash can liners and antibacterial hand soap.
- D. **Paper Supplies:** Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners.
- E. **Dispensers:** Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers.

XII. QUALITY OF CLEANING MATERIALS/SUPPLIES

- A. **Quality, Safety and Effectiveness:** All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended and will not present unsafe conditions for the Public or County employees. All cleaning materials/supplies shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public or others using County facilities.

Note: Contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

B. Environmentally Preferable (Green) Products and Specifications:

1. **Janitorial Cleaners & Products:** Janitorial Cleaners and Products are divided into the following classifications: Hard surface/General-Purpose Cleaners; Biologically-based Cleaning and Degreasing Compounds; Disinfectants and Disinfecting Cleaners; Carpet & Upholstery Cleaners; and Floor-Care Products. These classifications cover products ranging from bathroom, carpet and upholstery, general purpose, window/glass, disinfectant, and industrial cleaners. Contractor must purchase products in compliance with the maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17). The current level of VOC content for this product category is 30%. Products must, at a minimum, meet this VOC requirement. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Since improper use can affect the performance of green cleaning products, Contractor should provide training to maintenance staff on the proper use of the products. Training is considered essential for successful implementation.

County of Orange

- a. **Hard surface/General-Purpose Cleaning products:** Hard surface cleaning products are used to remove both organic and inorganic soils from a variety of hard surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood and stone. These products include bathroom cleaners, boat and bilge cleaners, cooking appliance cleaners, degreasers, dish cleaners, industrial cleaners, vehicle cleaners for household and institutional use, window and glass cleaners, and cleaning products with low potential for environmental illness.

The County defines an environmentally preferable hard surface/general-purpose cleaning product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

Green Seal GS-37 & GS-34, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- b. **Biologically-based Cleaning and Degreasing Compounds:** These are products used to remove soils from a variety of surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood, and stone; can include the following product types: cleaners, bio based general facility maintenance cleaners, cleaners, bio based cleaners all of which are generally 100 percent biodegradable and non-toxic.

The County defines an environmentally preferable biologically-based cleaning and degreasing product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-110, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- c. **Disinfectants and Disinfecting Cleaners:** Disinfectant cleaners are defined as liquid one-step cleaning and disinfecting products used in offices, schools, hospitals and retail settings. Disinfectant products covered under this document are also known as hard-surface disinfectants or low-level disinfectants, and serve to kill pathogenic microorganisms (bacteria, fungi) on hard non-porous surfaces

County of Orange

The County defines an environmentally preferable disinfectant or disinfecting cleaner as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- d. **Carpet & Upholstery Cleaners:** Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials.

The County defines an environmentally preferable carpet and upholstery cleaners as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-148, www.ecologo.org/en/greenproducts/

Green Seal GS-37, www.greenseal.org/

EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

- e. **Floor-Care Products:** Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers.

The County defines an environmentally preferable floor-care product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

Environmentally Preferable Product Standards:

i. EcoLogo Standard CCD-147 www.ecologo.org/en/greenproducts/

ii. Green Seal GS-40, www.greenseal.org/

iii. EPA Design for the Environment (DfE) Program, www.epa.gov/dfe

All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

County of Orange

- f. Cleaning chemicals must be certified through one (1) of these agencies and must remain certified for the duration of the contract. Products that are not listed through one (1) of these certification agencies are prohibited as part of this janitorial services Contract. Contractor must provide proof of agency certification if the product is not listed on the certification agency's website.
- g. **Material Safety Data Sheets (MSDS)**: must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this contract. These changes must be submitted in writing to the Building Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

C. Paper Products**1. Janitorial Paper Products:**

- a. Paper products that are environmentally preferable are found on the following agency product lists and standards:
 - i. EcoLogo, www.ecologo.org/en/greenproducts/
 - ii. Green Seal, www.greenseal.org/
 - iii. Conservatree, www.conservatree.com
 - iv. Forest Stewardship Council (FSC) chain of custody certification, <http://www.fscus.org/>
 - v. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- b. Chlorine-free or less-chlorinated paper products are preferential. The following language on labels and in catalogs addresses the level of chlorine used in the production process:
 - i. Unbleached.
 - ii. Bleached without chlorine or chlorine derivatives.
 - iii. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
 - iv. Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the waste paper being recycled may previously have been bleached with chlorine, recycled paper products labeled PCF cannot be labeled TCF. If the final product contains any virgin fiber, then that fiber must be TCF.
 - v. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.

County of Orange

c. The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. **Contractor’s may utilize products of his choice which are equal to those stated, or as County requires, per Contract and per location:**

- i. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand;
- ii. Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal;
- iii. Seat Covers: Shieldor or equal;
- iv. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
- v. All-purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
- vi. Feminine napkins: Kotex or equal;
- vii. Wood Cleaning: Any “Green” product
- viii. Floor finishes:(commercial quality)

- Stripper: Non ammoniated, Waxie W-400 stripper,
- Sealer: 16 percent solids, Waxie W-300 sealer
- Wax: 16-17 percent solids, Johnson's Complete Wax
- Spray Buff: Johnson's Snapback
- Sweeping Compound: Green Wax – Waxie 910240

ix. Plastic liners for waste and rubbish containers:

Size:	12x8x24.....1 mil.	16x14x37.....1.4 mil.
	15x9x24.....1 mil.	23x10x40.....1.4 mil.
	15x9x33.....1 mil.	23x17x48.....1.4 mil.
	23x17x48.....1 mil.	

Note: Some locations may require different sizes, Contracts will be negotiated separately, per location.

XIII. CONTRACTORS – PERFORMANCE

The Contract(s) specifications define the minimum level of service and frequency deemed acceptable. It is intended that Contractor(s) shall schedule its’ operations to meet or exceed these requirements, per Contract and per location. It is further intended that Contractor(s) shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance

County of Orange

doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks, etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.

Contractor(s) shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of the Contract, per location.

XIV. SCHEDULE OF DEDUCTIONS

The Schedule of Deductions will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing under the Contract, per location. Contractor's associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

XV. SERVICES TO BE PROVIDED

The Contractor(s) shall perform some or all of the following services, **as the County requires, per location:**

- A. **Trash.** Contractor(s) shall remove daily all trash from the entire facility or and other specific areas designated by the Building Manager or approved designee. Contractor(s) shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and/or other trash containers that are provided for disposal of trash.

Contractor(s) shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.

Contractor(s) shall not recycle trash or store recycled bottles and cans on the premises.

Contractor(s) shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, sheriff security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used and shall be changed daily or as required by the Building Manager or approved designee.

Contractor(s) shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the Building Manager or approved designee.

All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed

County of Orange

of in plastic bags secured with bag ties. Contractor(s) shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.

- B. **Building Entrance and Atriums.** Must be kept clean and free of dust, debris, cobwebs, bird droppings and other waste on a daily basis.
- C. **Maintain Floors.** All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.

All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors.

All moved items shall be returned to their proper positions when all floor maintenance operations have been completed. Wax is to be applied only to floor surfaces that have been cleaned.

- D. **Sweep/Dust Mop Floors.** All accessible floor areas shall be swept and/or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners and abutments, shall be free of litter, cobwebs, dust and debris. Chairs, trash receptacles, plants and any other moveable object shall be moved or tilted in order to sweep underneath.
- E. **Mop Floors.** All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.
- F. **Sweep and damp mop floors – difficult to reach areas.** Contractor(s) shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.
- G. **Dry/Spray Buff Floors.** All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor finish and detergent, leaving a uniform, thin coat of non-skid wax. *Sweeping and wet mopping must occur before this procedure.*
- H. **Gym/Shower Mats.** If applicable to the Contract, per location, Contractor(s) shall sanitize and clean identified gym/shower mats (if desired by Building Manager).
- I. **Strip, Scrub, Seal, and Wax Floors.** All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor(s) shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces. Non-skid wax shall be used. A uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.

County of Orange

- J. **Empty and Clean Public Ash Trays and Urns.** Contractor(s) shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed, per location.
- K. **Perform Low Dusting.** All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., to a line seven (7) feet above the top of the floor level.
- L. **Perform High Dusting.** Contractor(s) shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven (7) feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- M. **Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces.** The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven (7) feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- N. **Clean and Polish Other Interior Glass.** Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- O. **Drinking Fountains.** All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
- P. **Elevators.** Contractor(s) shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from public and freight elevators including floors, walls, sills and ceiling.
- Q. **Stairways.** All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor(s) shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- R. **Vacuum Carpets, Rugs and Mats.** All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a *HEPA-VAC vacuum*; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture. Vacuumed areas shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the Building Manager or approved designee.
- S. **Spot Clean Carpets.** Contractor(s) shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.
- T. **Carpet Cleaning.** Contractor(s) shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution.

County of Orange

All carpets shall be free of dirt; (*Bonnet buffing method of cleaning carpet is not acceptable*).

- U. **Vacuum and Clean Walk-Off Mats.** Contractor(s) shall vacuum and clean interior and exterior walk-off mats with a *HEPA-VAC vacuum*. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
- V. **General Spot Cleaning.** Contractor(s) shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- W. **Dust Blinds, Window Sills and Draperies.** All blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs.
- X. **Upholstered Furniture.** Contractor(s) shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor(s) shall spot clean with a product specifically designed for upholstered furniture.
- Y. **Refrigerators.** Identified locations may include refrigerators located throughout the buildings. Contractor(s) shall provide routine refrigerator cleaning as identified by the Building Manager or approved designee.

XVI. ADDITIONAL WORK

- A. County may request Contractor to provide additional services within the general subject area of the Contract. Contractor(s) must obtain County Building Manager's written approval prior to commencing any additional work.

Examples of work that may be requested:

1. Special clean-up after an event.
 2. Additional carpet cleaning.
 3. Additional floor waxing.
 4. Clean-up around or near the outside of a building.
 5. Additional cleaning of windows.
 6. Removal of large amounts of packing material.
 7. Clean-up the water in a restroom from an overflowing sink/toilet.
 8. Installing an additional toilet/paper towel dispenser.
- B. The County reserves the right to use alternate sources for completion of the additional work and to utilize the data provided under the Contract to obtain necessary services.
 - C. If the County authorizes work by an alternate source, the Contractor(s) may be relieved of responsibilities pertaining to the equipment affected by the service location(s) while work is being performed and during the subsequent warranty period.

County of Orange

- D. Contractor(s) shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, the County's Building Manager or approved designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under the Contract and the work performed under that section. Services shall be listed per Contract as the County requires, by location.

XVII. COUNTY OBSERVED HOLIDAYS:

Thanksgiving Day
Friday after Thanksgiving Day
Christmas
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day

NOTE: Some locations may be open 24 hours and on holidays. Location times, holidays and schedules will be provided per each location at the time of the job walk.

XVIII. SECURED FACILITY REQUIREMENTS:

- A. Background Checks: Personnel may be subject to a background check and clearance, as authorized under the law, prior to their entering a secured facility. Failure of any employee to pass the background check shall not be the responsibility of the County and shall not constitute an increase in the cost to the County.
- B. Contractor(s) may be required to prepare and submit an information form to the Contract Manager or approved designee for all persons who will be working on or who will need access to the facility.
- C. The information form will be provided by the Contract Manager or approved designee, upon request, and will be screened by the secured facility's Agency/Department.
- D. The information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed that has not received prior clearance from the County.
- F. The County is not required to give a reason if clearance is denied.

LOCATIONS:

The number of locations is subject to change at any time and the County reserves the right to add and/or delete locations, square footage and/or frequency of service(s) depending on the needs of the County. Mandatory Job Walks will be conducted, per location, at the County's discretion. This RFP

County of Orange

is to establish a list of qualified Contractors to issue Contracts, by location. The Contracts awarded as a result of this RFP will be used for multiple Contractors. Each individual location will be solicited independently amongst these aggregate Contractors. The Contractors will be invited to a job walk, per location and will submit a quote based on that location's requirements. The County is estimating that over 30 County facilities will utilize these contracts for Janitorial Services.

As the County evolves to meet the needs of its' citizens, there is potential for future purchased locations. The County reserves the right to add and/or remove remote or none-remote locations that are not County-owned and/or leased.

**ATTACHMENT B
CONTRACTORS PRICING**

A. COMPENSATION

The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Hourly Rates and Total Contract Not to Exceed Amount specified herein unless authorized by amendment in accordance with Articles HH and VV of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

B. FEES AND CHARGES

The County will pay the following fees in accordance with the provisions of the final negotiated Contract. **Hourly rates shall be all inclusive of costs for the work to include; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour. Payment shall be as follows:**

- | | |
|--|----------------|
| 1. Hourly rate for Janitorial Services | <u>\$17.38</u> |
| 2. Hourly rate for Janitorial Services Supervisor | <u>\$18.94</u> |
| 3. Hourly rate for Flooring Specialist (Carpet Cleaning/Waxing) | <u>\$19.86</u> |
| 4. Hourly rate for Day Porter (7:00am – 5:00pm Mon-Fri) | <u>\$17.38</u> |
| 5. Hourly rate for Day Porter Supervisor (7:00am – 5:00pm Mon-Fri) | <u>\$19.23</u> |
| 6. Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$21.04</u> |
| 7. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) | <u>\$23.68</u> |
| 8. Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri) | |

- \$25.25
- 9. Supervisor Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri)
 - \$28.41
- 10. Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)
 - \$25.25
- 11. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)
 - \$28.41

Total Contract (In Aggregate) Not to Exceed Amount: \$8,000,000

Estimated Reimbursable Expenses & In Direct Costs: TBD based on location

Note: The County reserves the right to add or delete classifications through the term of the Contract.

C. SCHEDULE OF DEDUCTIONS:

The Schedule of Deduction will aid the County in understanding the cost allocation for the different items that Contractor(s) will be performing while under Contract. Contractor’s associated cost for each service task identified shall be specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Schedule of Deductions. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

D. PRICING INCREASES/DECREASES:

All rate decreases will automatically be extended to the County. No rate increases will be permitted during the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive rate adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price rate Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

E. DISCOUNTS AND PRICING STRUCTURE:

The Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. The Contractor agrees that

County of Orange

no rate increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

F. CONTRACTOR'S EXPENSE:

The Contractor will be responsible for all administrative costs while on County sites during the performance of work and services under this Contract.

G. INVOICING INSTRUCTIONS:

The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from (1), above
3. Name of County agency/department/contact person
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Services
8. Detailed description of commodity transition with unit price, discounted price and totals.
9. Detailed description of total labor hours and charges by employee/location/date/time
10. Total
11. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

*Each location/department will
designate specific invoicing
instructions.

The Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

JANITORIAL SERVICES KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Length of Time with Company
<u>Evelyn Kim</u>	CEO/President	9 years	9 years
<u>Irene Oseguera</u>	Chief Corporate Officer	20 years	19 years
<u>Wayne Eames</u>	Director of Contracting	30 years	15 years
<u>Roger Vallecilla</u>	Director of Quality Control	6 years	5 years

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. ***Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.***

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Building Manager written approval. ***Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

Question and Answers for Bid #RFP 017-C031463-RA - JANITORIAL SERVICES**Overall Bid Questions****Question 1**

Who is the current contractor? (Submitted: May 4, 2021 8:29:57 AM PDT)

Answer

- 1. Haynes Building Services LLC
- 2. OMNI Enterprise Inc.
- 3. Golden Touch Cleaning Inc.
- 4. US Metro Group Inc. (Answered: May 5, 2021 5:11:32 PM PDT)

Question 2

What is the current cost for Janitorial Services? (Submitted: May 4, 2021 8:30:26 AM PDT)

Answer

- See attached Janitorial Services Contracts for additional information. (Answered: May 5, 2021 5:11:32 PM PDT)

Question 3

Can you provide a copy of current contract? (Submitted: May 4, 2021 8:31:09 AM PDT)

Answer

- Yes - see attached Janitorial Services Contracts. (Answered: May 5, 2021 5:11:32 PM PDT)

Question 4

When is the job walk (Submitted: May 4, 2021 10:19:33 AM PDT)

Answer

- Job walks will be conducted upon County department request. Our office is establishing Master Contracts (Regional Cooperative Agreements) that can be utilized by various County departments, once the master contracts have been issued by our office, the County departments will reach out to the awarded firm(s) to conduct the job walk. (Answered: May 5, 2021 5:11:32 PM PDT)

Question 5

As a percentage (%), what is the weight of the Cost Proposal in the Written Proposal? (i.e. 30%)? (Submitted: May 4, 2021 4:18:54 PM PDT)

Answer

- See attached document RFP 017-C031463-RA Janitorial Services for additional information. (Answered: May 5, 2021 5:11:32 PM PDT)

Question 6

Hello, is part of this potential contract from Bid Number: IFB-080-C031350-NM that we bid from November 2020? (Submitted: May 5, 2021 6:03:10 PM PDT)

Answer

- No (Answered: May 7, 2021 12:05:27 PM PDT)

Question 7

To submit an offer, anyone has to accept Addendum one documents. Where does that happen? (Submitted: May 6, 2021 3:01:57 PM PDT)

Answer

- There is no addendum as of yet, see the attached RFP. (Answered: May 7, 2021 12:05:27 PM PDT)

Question 8

Prices are firm for 365 days, but then on contract: The prices are constant for five years after start of contract-- maybe one year after pricing submittal? (Submitted: May 6, 2021 3:05:12 PM PDT)

Answer

- See attached RFP. (Answered: May 7, 2021 12:05:27 PM PDT)

Question 9

I understand this is for multiple buildings. How will we price the supplies per building if we do not know what kind of paper or soap the facility has and the amount of restrooms? (Submitted: May 6, 2021 5:02:38 PM PDT)

Answer

- See attached RFP. (Answered: May 7, 2021 12:05:27 PM PDT)

Question 10

Need to verify that no specific location or service is being included?

What do we enter In any pricing requests that may come up?

Do the pricing page requests include one year or five year Rates? (Submitted: May 7, 2021 8:46:19 AM PDT)

Answer

- See attached RFP. (Answered: May 7, 2021 12:05:27 PM PDT)

Question 11

The prices only apply to any one location, so in any pricing application there will not be more than one location included? (Submitted: May 7, 2021 9:24:27 AM PDT)

Answer

- See attached RFP. (Answered: May 7, 2021 12:05:27 PM PDT)

Question 12

Any use of the prices is for contract terms the length of the time remaining in the five year contract term? (Submitted: May 7, 2021 9:26:23 AM PDT)

Answer

- See attached RFP. (Answered: May 7, 2021 12:05:27 PM PDT)

Question 13

During the five-year term, the contractor determines the hours needed for each location included in any pricing? (Submitted: May 7, 2021 9:27:21 AM PDT)

Answer

- See attached RFP. (Answered: May 7, 2021 12:05:27 PM PDT)

Question 14

P. 56 of 71 alludes to a job walk in the context of determining location schedules. So a job-walk precedes any pricing determination provided by the contractor at any locations? (Submitted: May 10, 2021 10:10:44 AM PDT)

Answer

- Pricing must be provided per the RFP instructions and job walk will be held after the RFP has been awarded with the selected firms, see attached RFP for additional information. (Answered: May 11, 2021 4:02:44 PM PDT)

Question 15

"The contract specifications define the minimum level of service deemed acceptable. It is intended that the contractor shall schedule its operations to meet or exceed these requirements."

So the contractor's scheduling, pricing, and fee/contract determinations are created subsequent a job walk, elsewhere referenced? (Submitted: May 10, 2021 10:14:32 AM PDT)

Answer

- See the attached RFP for additional information. (Answered: May 11, 2021 4:02:44 PM PDT)

Question 16

This comes up: You must view and accept or take exception to the following documents before you can place an offer on this bid:

Janitorial Services - Omni Final.pdf

Janitorial Services - GTC Final.pdf

Janitorial Services - Haynes Final.pdf

Janitorial Services - US Metro Final.pdf

There is no way to do that. The documents are listed as an Addendum 1, but there is no way to view them, and so proceed to place an offer? (Submitted: May 10, 2021 11:33:02 AM PDT)

Answer

- Click the "download" next to document, once this action has been done all four attachments it will allow you to proceed to place offer, if this issue continues please reach out to Periscope for assistance. Since the County is responding to questions that required County to add contracts as requested, the documents were attached and it triggered the system to address it as an addendum, there is no addendum to this RFP. (Answered: May 11, 2021 6:00:24 PM PDT)

Question 17

So the documents come up with the plus cliky, and an offer can be placed. (Submitted: May 10, 2021 1:34:50 PM)

PDT)

Answer

- See response to question #16. (Answered: May 11, 2021 6:00:24 PM PDT)