



**AMENDMENT TWO
TO SUBORDINATE CONTRACT MA-057-25010715
BETWEEN
COUNTY OF ORANGE AND
US METRO GROUP INC FOR
JANITORIAL SERVICES**

This Amendment Two, hereinafter referred to as “Amendment”, is made and entered into upon execution of all necessary signatures, between County of Orange, acting through the Orange County Probation Department hereinafter referred to as “County”, and US Metro Group, Inc. with a place of business at 135 S. State College Blvd., Suite 200, Brea, CA 92821, hereinafter referred to as “Contractor”, for Janitorial Services. County and Contractor may be individually referred to as “Party”, or collectively as “Parties”.

RECITALS

WHEREAS, County Procurement Office issued Regional Cooperative Agreement RCA-017-22010002 for Janitorial Services commencing on September 1, 2021 through and including August 31, 2026 (hereinafter referred to as “RCA”); and,

WHEREAS, Parties executed Subordinate Contract No MA-057-25010715, for Janitorial Services at Santa Ana Campus (SAC), commenced on November 15, 2024 through and including August 31, 2026, non-renewable, in an amount not to exceed \$371,759.90; and

WHEREAS, Parties executed Amendment One to add a location, Probation Administration Office (PAO) to commence January 2, 2025, and to increase the Contract amount by \$1,035,813.10 with a cumulative not to exceed amount of \$1,407,573.00, and to modify Contract Attachment B, Compensation and Payment to add a new service location and increase Additional Work to SAC; and

WHEREAS, the County desires to add seven Probation locations: Juvenile Hall (JH), Manchester Office Building (MOB), Multipurpose Rehabilitation Center (MRC), North Youth Reporting Center (NYRC), Santa Ana Office (SAO), Youth Guidance Center (YGC), and Youth Leadership Academy (YLA) to commence October 1, 2025, and to increase the Contract amount by \$1,180,000.00 with a cumulative not to exceed amount of \$2,587,573.00, and to modify Article 5 Notices, Article 3 Compensation & Pricing, Contract Attachment A, Scope of Work, and Contract Attachment B, Compensation and Payment to add new service locations; and

WHEREAS, the County desires to add Child Support Services Exhibit A - Confidentiality Statement (DCSS 0593) and Exhibit B Department of Child Support Services Acknowledgement of Understanding (DCSS ASD 011); and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

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

Attachment A – Scope of Work (revised pursuant to Amendment Two)

Attachment B – Pricing and Compensation (revised pursuant to Amendment Two)

Attachment C – Cooperative Contract No. RCA-017-22010002

Attachment D – CLETS Private Contractor Management Control Agreement

Attachment E - Prison Rape Elimination Act (PREA) and Tri-Fold Brochure

Attachment F - ARMORTEX Transaction Window Cleaning Instructions

Exhibit A - Confidentiality Statement (DCSS 0593)

Exhibit B – Department of Child Support Services Acknowledgement of Understanding (DCSS ASD 011)

1. Contract **Article 5. Notices**

FOR COUNTY:	
<p>Probation - Purchasing Unit 1055 N. Main St. 4th Floor Santa Ana, CA 92701 Attn: Diana Vo, DPA (714) 645-7038 Email Address: Diana.Vo@prob.ocgov.com</p>	
COPY TO:	
<p>Probation – Juvenile Hall (JH) & Youth Leadership Academy (YLA) 331 The City Drive Orange, CA 92868 Attn: Rick Allen, SPCO (714) 348-0530 Email Address: Rick.Allen@prob.ocgov.com</p>	<p>Probation - Multipurpose Rehabilitation Center (MRC) 333 The City Drive Orange, CA 92868 Attn: Rick Allen, SPCO (714) 348-0530 Email Address: Rick.Allen@prob.ocgov.com</p>
<p>Probation - North Youth Reporting Center (NYRC) 1920 W Corporate Way Anaheim, CA 92801 Attn: Victor Ledesma (714) 687-6704 Email Address: victor.ledesma@prob.ocgov.com</p>	<p>Probation – Youth Guidance Center (YGC) 3030 N. Hesperian Santa Ana, CA 92706 Attn: Molly Mugica (714) 836-2718 Email Address: Molly.Mugica@prob.ocgov.com</p>
<p>Manchester Office Building (MOB) 331 The City Drive, Orange, CA 92868 <u>For Probation – 1st, 4th and 5th Floors</u> 1st Fl Attn: Jo-Anna Morris (714) 645-5723 4th and 5th Fl Attn: Isabell Gutierrez (714) 935-6647 <u>For Health Care Agency (HCA) – 2nd Floor</u> Attn: Tina Aguilar (714) 935-6363 <u>For Social Services Agency (SSA) – 3rd Floor</u> Attn: Ana Shackelford (714) 935-6044 and Attn: Gabriela Corona (714) 935-6037</p>	<p>Santa Ana Office (SAO) - Probation 909 N. Main Street Santa Ana, CA 92701 Attn: Connie Schonert (714) 569-2222 Email: Connie.Schonert@prob.ocgov.com Santa Ana Office (SAO) - Sheriff (OCSD) Attn: Sergeant Si Kim (714) 569-3724 Attn: Deputy Brian Greene (714) 569-3785 Attn: Juana Fierro (714) 569-3777</p>
<p>Santa Ana Campus (SAC) 1700 E. Saint Andrews Place Santa Ana, CA 92702 Attn: Jo-Anna Morris (714) 645-5723 Email Address: Jo-Anna.Morris@prob.ocgov.com</p>	<p>Probation Administration Office (PAO) 1055 N. Main Street Santa Ana, CA 92701 Attn: Stephanie Garcia (714) 347-4856 Email Address: Stephanie.Garcia@prob.ocgov.com</p>

2. Contract **Article 3. Compensation & Pricing**: The cumulative annual amount for this Contract shall not exceed \$2,587,573.00.
3. Contract **Attachment A, Scope of Work** is amended in its entirety to add new service locations and attached herein.
4. Contract **Attachment B, Payment and Compensation** is amended in its entirety to add new service locations and attached herein.
5. This Amendment modifies the Contract only as expressly set forth above and does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract are incorporated by this reference as if fully set forth herein and shall remain in full force and effect.

---SIGNATURE PAGE TO FOLLOW---

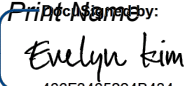
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Two to Contract #MA-057-25010715 on the dates opposite their respective signatures below.

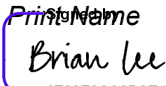
US METRO GROUP INC.

If the Contractor is a corporation, signatures of two 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; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Evelyn Kim	Chairman of the Board
_____	_____
Print Name	Title
	8/26/2025
_____	_____
Signature	Date

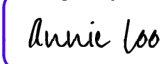
The **second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

Brian Lee	Chief Financial Officer
_____	_____
Print Name	Title
	8/26/2025
_____	_____
Signature	Date

COUNTY OF ORANGE A political subdivision of the State of California

_____	Deputy Purchasing Agent
_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM

Signed by:

 By _____
8AB600E4655B41E

Date 8/26/2025

ATTACHMENT A SCOPE OF WORK

I. GENERAL SCOPE OF WORK

- A. Contractor shall, throughout the length of this Contract, provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform janitorial services in a professional, systematic and thorough manner for the listed facilities. These Services shall include, but are not limited to: cleaning, taking out the waste bins (interior/exterior), washing windows (interior/exterior), vacuuming, sweeping, dusting, cleaning exterior of the buildings, hard surface floor buffing, stripping, waxing and shampooing carpets and emergency clean-ups.
- B. Each service period, as listed in the definitions below, will commence on the effective day of this Contract unless otherwise designated by the Contract Manager or his/her designee.
- C. Contractor shall provide a mutually agreeable calendar to the Contract Manager or his/her designee and the Building Coordinator for weekly, biweekly, monthly, quarterly, semi-annual and annual service items within ten (10) days of the effective date of this Contract. Contractor shall notify the Contract Manager or designee and the Building Coordinator of any and all deviations from the set schedule.

II. DEFINITIONS

1. Annually: Once per year, to be performed on a day within the year as scheduled by the Building Coordinator.
2. Bi-Weekly or Every Two Weeks: Once every other calendar week, to be performed on a day every two (2) weeks as scheduled by the Building Coordinator.
3. Building Coordinator: The person(s) located on site who will coordinate, inspect, and administer activities related to this Contract.
4. Carpet Cleaning: Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufacturer's recommendations.
5. Clean: Refer to Neat/Clean
6. County: The County of Orange, acting through the Orange County Probation Department.
7. Daily: Shall include the period of the normal workweek, i.e., Monday through Friday.
8. Damp Mopping: Cleaning floor surfaces after sweeping or dust mopping to pick up any remaining dust or dirt, utilizing clean water and a detergent solution (and disinfectant where required by the work statement) with a dry-wrung mop.
9. Dirt: Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
10. Disinfect: To completely flood the fixture, floor, etc., with a germicidal disinfectant, allow to soak, and rinse clean as directed by the manufacturer's instructions.
11. Dry Buffing: A process used to eliminate heel marks and scuffs and restore the floor to a uniform appearance using a soft buffing pad and floor machine. Dust mopping and damp mopping should occur before this procedure.
12. Dust Mopping: Removing dirt and debris from floor surfaces by use of a dust mop.
13. Dusting: Removing dirt and debris from all office surfaces and equipment by use of a hand duster, spray and rag, or equivalent means.
14. Easily Movable Items: Any furniture, waste receptacles, chairs, etc. that weigh 50 pounds or less or can be moved by one person.
15. Emergency Service: Constitutes the immediate custodial attention to any item causing a healthy or

safety concern and/or disruption to the place of business. This can include items on the exterior of the building or grounds. Not limited to the removal of sharps/needles, vomit, urine, feces, and/or water from an overflowing sink/toilet.

16. 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.
17. Glass: All exposed glass or glass-like surfaces that are not considered windows, including all Lucite, plastic, or any transparent materials, in mirrors.
18. High Glass: Glass walls or partitions with a lower edge that is at least seven (7) feet above the floor surface.
19. Monthly: Shall be per calendar month regardless of the number days in that month. All work performed on a monthly basis shall be performed during the first full week of that month.
20. Neat/Clean: Orderly, tidy, and free from dirt and debris.
21. Periodic Cleaning: Project tasks that are performed on an infrequent basis, usually quarterly or less often.
22. 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.
23. Quarterly: Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the last full week of the first month of that quarter. The first quarter shall commence upon the effective date of the purchase order and all subsequent quarterly periods shall commence on three- month intervals thereafter.
24. Scrubbing (floors): Cleaning floor surfaces, after sweeping or dust mopping, by agitation of detergent solution applied to the floor by a floor scrubbing machine or wet mop saturated with detergent solution, followed by a clean water rinse and damp mop or vacuum pickup of the water.
25. Sealing (floors): After stripping, thoroughly rinsing and neutralizing followed by a thin coat of sealant applied to protect and seal the floor surface.
26. Semi-Annual: Shall be every six (6) months. All work to be performed on a semi- annual basis shall be performed during the last 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) month intervals thereafter.
27. Spray Buffing: A process used to clean, 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.
28. Stripping: Using a stripping pad, floor machine, and alkaline solution that breaks up and emulsifies finish on the floor to strip away old wax, followed by rinsing two or more times with clean water or with a neutralizing agent, leaving the floor clean of any residue.
29. Sweeping: Removing dirt and debris from floor surfaces by use of a broom.
30. Walk-Off Mats: Mats made of various materials that are located inside building entrances and throughout the building.
31. Waxing: Applying manufacturer-recommended thin coats of non-skid floor wax solution that protects the floor surface and leaves a glossy, uniform appearance.
32. Weekly: Once per calendar week, to be performed on a day of the week as scheduled by the Building Coordinator.
33. Wet Mopping: Thoroughly cleaning floor surfaces after sweeping or dust mopping utilizing clean water and a detergent solution (and disinfectant where required by the work statement) with a

saturated mop, then damp mopping or vacuuming to pick up excess liquid.

34. **Windows:** The glass surfaces that are an integral part of the outer wall of a building or the walls within the building.

III. WORK SCHEDULE AND LOCATIONS

1. Refer to Article X. Performance.
2. Except Juvenile Hall, janitorial maintenance services will not be required on the following County observed holidays.

New Year’s Day Martin Luther King Day Lincoln’s Birthday Presidents’ Day or Washington’s Birthday Memorial Day Independence Day	Labor Day Native American Day Veterans’ Day Thanksgiving Day and Day After Thanksgiving Christmas Day
---	--

B. SERVICE LOCATIONS

1. Santa Ana Campus (SAC) – 1700 E. Saint Andrews Place, Santa Ana 92702. Work at SAC to commence 11/15/24.
2. Probation Administration Office (PAO) – 1055 N. Main Street, Santa Ana 92701. Work at PAO to commence 1/2/25.
3. Juvenile Hall (JH) – 331 The City Drive South, Orange, CA 92868. Work at JH to commence 10/1/25.
4. Manchester Office Building (MOB) - 301 The City Drive South, Orange, CA 92868. Work at MOB to commence 10/1/25.
5. Multipurpose Rehabilitation Center (MRC) - 333 The City Drive South, Orange CA 92868. Work at MRC to commence 10/1/25.
6. North Youth Reporting Center (NYRC) - 1920 W. Corporate Way, Anaheim, CA 92801. Work at NYRC to commence 10/1/25.
7. Santa Ana Office (SAO) – 909 N Main St. Santa Ana, CA 92701. Work at SAO to commence 10/1/25.
8. Youth Guidance Center (YGC) - 3030 N. Hesperian Way, Santa Ana, CA 92706. Work at YGC to commence 10/1/25.
9. Youth Leadership Academy (YLA) – 3155 W. Steiner Way, Orange, CA 92868. Work at YLA to commence 10/1/25.

IV. REGULAR CLEANING TASKS

All cleaning tasks shall be accomplished to meet the requirements of these specifications. Minimum frequencies for each task and area to be cleaned are listed below; however, Contractor shall maintain the facility to the standards established in this Contract, which may require Contractor services at more frequent intervals. For example, the Contractor shall restock restrooms whenever necessary to ensure adequate supplies are always available.

1. **Maintain Floors:** All hard 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. After receiving floor maintenance, the entire floor shall have a uniform coating of non-skid 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 floors underneath. 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.

2. Restroom and Shower Surfaces: All floors and walls shall receive maintenance. Floor and wall 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. After receiving floor and wall maintenance the floors and walls shall have a uniform coating of non-skid floor finish; have a uniform, glossy appearance; and be free of scuff marks and other stains and discoloration. All excess maintenance solutions shall be removed from baseboards, furniture, rails, fixtures, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain floors and walls. All moved items shall be returned to their proper positions when all maintenance operations have been completed. Wax is to be applied to floor surfaces that have been cleaned.
3. Sweep/Dust Mop Floors: All accessible floor areas shall be swept, or dust mopped. After the floor has been swept/dusted/mopped, the entire floor surface, including corners and abutments, shall be free of litter, dusted and debris cleared. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to sweep underneath.
4. Mop Floors: All accessible floor areas shall be damp and/or wet mopped. 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.
5. Dry/Spray Buff Floors: A process used to clean, 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 nonskid wax. Dust mopping and damp mopping should occur before this procedure.
6. 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. A uniform, glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration.
7. Remove Trash: All trash containers shall be emptied at the frequencies stated below 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 outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.
8. Perform Low Dusting: All dust, lint, litter, 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 conditioner vents, modular workstations, etc., to a line seven feet above the top of the floor level.
9. 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 (7) 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.

10. 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.
11. Clean Drinking Fountains: All porcelain and polished metal surfaces of drinking fountains shall be **cleaned** and disinfected, 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.
12. Vacuum Carpets, Rugs and Mats: All carpeted floors, including hallway carpets, area and throw rugs, and mats shall be vacuumed to be free of all visible litter and soil. Chairs, trash receptacles and easily moveable items shall be moved to maintain carpets and rugs underneath. All moved items shall be returned to their proper positions when all carpet and rug maintenance operations have been completed. All tears, burns, and raveling shall be brought to the attention of the Building Coordinator.
13. 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)**.
14. Polish Concrete: Contractor shall clean in all areas that have this flooring throughout the building will be cleaned daily with microfiber using approved floor-care products.
15. Vacuum and Clean Walk-Off Mats: Contractor shall vacuum and clean interior and exterior walk-off mats. After vacuuming or cleaning, mats/rugs shall be free of all visible lint, litter and soil. Carpet-style mats and entrance mats shall be vacuumed to remove solids and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept or vacuumed to remove soil and grit. Soil and moisture underneath entrance mats shall be removed, and mats returned to their normal location.
16. 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, 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.

V. CONTROL OF WORK

1. Building Coordinator: County shall provide employee(s) who shall decide any and all questions which may arise as to the quality or 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 Building Coordinator shall also direct the inspection/administration of the work and decide questions regarding compensation.
2. Deputy Purchasing Agent: Shall advertise, bid and execute the Contract (after authorization from the Board of Supervisors, if appropriate) for the required work, receive all insurance certificates and enforce or make effective such actions as necessary to ensure compliance with these Contract specifications.
3. Performance Standards: Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will 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 facilities, not merely surface cleaning. Specifically, floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.
4. Deficient Performance: The Building Coordinator shall inspect and judge the quality of

Contractor's works against the Scope of Work requirements specified in Section III of this Contract. A copy of the inspection record will be furnished to the Contractor.

5. 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.
6. 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 County's Project Manager in accordance with Section V – Performance Specification, Paragraph J “Additional Work” below or as authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions stated in the Cooperative.

County reserves the right to deduct from the payments due, or to become due, to the Contractor for deficient or unsatisfactory 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 calculations will be furnished to the Contractor.

VI. BUILDING SECURITY

1. Keys: County will issue such keys 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.**
2. Security System: The work area may be protected by limited access security systems. The County will issue an initial access code number to the Contractor. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contractor 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.
3. Facility Security: Contractor shall keep all doors locked while working in the building. Keys shall not be left in the doors. Contractor shall not admit any 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 perimeter security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.
4. 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.
5. Damage: Contractor shall immediately report all conditions and occurrences out of the norm, i.e., broken windows, vandalism and/or other facility damage, to the Building Coordinator, OC Public Works/Central Utility Facility (714-667-4900).

VII. CONTRACTOR'S RESPONSIBILITIES

A. EMPLOYEES

1. 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 Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
2. Identification: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms.

3. 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 work.
4. Supervision: Contractor shall provide a supervisor or foreman, shall always be present with janitorial staff during Contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Vehicles: All Contractor employees' vehicles parked onsite shall be locked and thoroughly secured at all times.
6. Tools and Materials: All tools and materials shall remain in Contractor employees' possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the escort, security staff or control office. All materials, large or small, from removal operations or flew constructions (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period.
7. Entrance and Exit: Contractor employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.
8. 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.

B. SERVICE LEVELS

Contractor shall provide full service during all of the hours designated for the performance of this work and shall provide suitable substitutes if the regular staff is unavailable.

C. UNIFORMS

Contractor shall provide, and staff shall wear a uniform at all times during performance of this work. The uniform may range from a T-shirt with the company name/logo to a regular matching shirt/pants uniform, but, in either case, it shall clearly identify the individual and the company.

Contractor shall provide, and all staff shall wear a clear, distinctive name badge at all times during performance of this work so as to be readily identifiable to the County personnel within the facility.

D. COMMUNICATIONS

The Contractor shall furnish and maintain a pager or cell-phone system such that Contractor's employees can and shall respond immediately to notification by the Building Coordinator.

E. BASIC SKILLS

1. Contractor shall furnish staff, hereinafter referred to as "employees" who have been trained and possess all of the necessary skills for custodial maintenance, to include general knowledge for the performance of the tasks listed under Specific Tasks, and with the basic skills to perform minor repair work, upon request of the Building Coordinator.
2. Employees shall possess a basic understanding of general building maintenance and shall be able to effectively communicate maintenance problems outside the scope of these duties to the Building Coordinator for repair.
3. Employees shall be capable of productive work in an independent, unsupervised manner, working with a minimum of direction.

4. The supervisor shall communicate effectively in both written and verbal English.
5. Only personnel meeting these qualifications shall be employed in this work, and any person failing to meet these requirements or is in some other way unsatisfactory, shall be replaced immediately.

F. SUPPLIES/EQUIPMENT

1. Contractor shall furnish and have readily available to employees all cleaning supplies, cleaning tools/equipment, and paper products required for performance of this work.
2. Contractor shall also furnish a tool box containing a basic minimum set of tools; i.e., a set of screwdrivers (slot and Phillips of various sizes), a hammer, a set of adjustable wrenches (six, eight and twelve inch), a pipe wrench, a set of combination wrenches (three- eighths inch to one inch).

G. CONTRACTOR'S OFFICE/EMERGENCY

Contractor shall maintain an office in or near Orange County with a telephonic communications system for twenty-four (24) hour emergency notification(s). All calls are to be returned within one hour. Emergency response to the site will be no more than two (2) hours. Constitutes the immediate custodial attention to any item causing a healthy or safety concern and/or disruption to the place of business. This can include items on the exterior of the building or grounds not limited to the removal of sharps/needles, vomit, urine, feces, and/or water from an overflowing sink/toilet.

H. RECORDS

1. Contractor shall maintain an accurate record showing name of each employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.
2. Contractor agrees to permit County's Auditor-Controller, Probation Department, Superior Court, and Sheriff personnel, or their authorized representatives, access during normal working hours to all books, accounts, records, reports, files and other papers, or property of the Contractor, for the purpose of auditing any aspect of performance under this Contract.

I. CONSERVATION OF UTILITIES

1. Contractor shall ensure Contractor's employees practice utilities conservation. Contractor 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 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.

J. PROTECTION AND RESTORATION

Contractor shall protect all furnishings and improvements from damage caused 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.

K. RESTRICTIONS

1. General: Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use computers, radios, television sets, coffee pots, stoves or refrigerators, nor shall they tamper with any personal or County property.
2. Telephones: The Contractor, or its employees, shall not use telephones, for personal or business reasons with the following exceptions:
 - a. Notification to Building Coordinator or designee and local Law Enforcement of damage

as required by this Contract.

- b. To report need of medical aid, fire or need of law enforcement, use 911 number.
3. **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.

L. **SPECIAL REQUIREMENTS**

Contractor's employees shall:

1. **Arrival/Departure: Upon arrival, Contractor staff shall go the Administration Building Office to sign in. Upon departure, sign out must be completed at the same location. The Contractor/Visitor Sign-In/Sign-Out Book is located in the Administration Building;**
2. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each workday;
3. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time; and
4. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's Project Manager/designee should be contacted immediately. Repeat problems will be grounds for remedial action which may include contract termination.

VIII. MATERIALS

A. **SUPPLIES**

1. Contractor shall furnish, at its expense, all equipment, tools and supplies to perform the work described in this Contract. The equipment, tools and supplies shall include, but not be limited to:
 - a. **Equipment:** Wet and dry vacuum cleaners (dry vacuum cleaners to have attached magnets), janitorial carts, ladders, floor washers, buffers/polishers, carpet pile lifter, carpet extractor and portable spotter.
 - b. **Tools:** Brooms, mops, mop presses, KEX sweeping tools, buckets, sponges, squeegees.
 - c. **Supplies:** Glass cleaner, carpet cleaners (manufacturer recommended), floor and tile cleaners; floor wax strippers, sealers; tile, metal, furniture waxes/polishes; disinfectants; deodorant blocks; trash can liners, hand soap, carpet cleaning pre-sprays and spotters. Contractor **SHALL NOT USE ANY PRODUCTS WITH OPTICAL BRIGHTENERS.**
 - d. **Paper Supplies:** Toilet tissue, paper towel, toilet seat covers, feminine hygiene products, and hygiene disposal bags.
2. **Environmentally Preferable (Green) Products and Specifications**
 - a. **Janitorial Cleaners & Products**
 - 1) **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.
 - 2) Contractor must purchase products in compliance with the maximum allowable

Volatile Organic Compound (VOC) 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.

- 3) 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.

3. 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:

4. 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:

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.

5. 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:

6. Carpet & Upholstery Cleaners: Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials.
7. Floor-Care Products: Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers.

8. Environmentally Preferred Products: The County defines environmentally preferable products listed above to include but not be limited to: disinfectants, cleaners, compounds, and floor-care products 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:

- a. Environmentally Preferable Product Standards:
- b. EcoLogo Standard CCD-147 www.ecologo.org/en/greenproducts/
- c. Green Seal GS-40, www.greenseal.org/

- d. EPA Design for the Environment (DfE) Program, www.epa.gov/dfe
- e. 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.
- f. Cleaning chemicals must be certified through one of these agencies and must remain certified for the duration of this Contract. Products that are not listed through one of these certification agencies are prohibited as part of this cleaning 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 Project Manager or approved designee, along with any new
- h. MSDS. Noncompliant chemicals must be removed immediately from the building.

B. JANITORIAL PAPER PRODUCTS

- 1. Paper products that are environmentally preferable are found on the following agency product lists and standards:
- 2. EcoLogo, www.ecologo.org/en/greenproducts/
- 3. Green Seal, www.greenseal.org/ Conservatree, www.conservatree.com
- 4. Forest Stewardship Council (FSC) chain of custody certification, <https://us.fsc.org/chain-of-custody-certification.201.htm>
- 5. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- 6. 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 wastepaper 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.

C. QUALITY OF CLEANING MATERIALS/SUPPLIES: All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality and suitable for the purpose intended. All cleaning processes used shall meet the standards of safety and effectiveness for commercial applications in high use 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 be a risk to employees, the public or others using County facilities.

- 1. 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.

- i. **For the MOB O & M Complex Only – 9” Jr. JumboRoll;**
- b. Seat Covers: Waxie 851530 or equal;
 - i. **For MOB - 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. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
- d. All-purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
- e. Feminine napkins: Kotex or equal;
- f. Wood Cleaning: Any “Green” product
- g. 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
- h. Plastic liners for waste and rubbish containers:

Sizes:	12 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.

NOTE: Contractor shall post copies of Material Safety Data Sheets (MSDS) 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.

IX. TRASH

- A. Contractor shall comply with the following:
 - 1. Remove all trash from the building daily and place in the dumpsters provided by the County. Trash shall not be removed off-site by Contractor’s personnel.
 - 2. Provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstance shall trash containers, or other equipment, be slid on the floor.
 - 3. Shall not recycle trash or store recycle materials (i.e., soda cans) on the premises.

X. PERFORMANCE

- A. Contractor shall comply with the following:
 - 1. Staffing per location will consist of the following minimum number of employees per location and include one full-time, working supervisor:

LOCATION	SERVICE DAYS	SERVICE HOURS	NUMBER OF STAFF	MINIMUM HOURS PER DAY
Probation Administration Office (PAO)	Mon – Fri	5:00 PM – 1:00 AM	Five (5)	six (6) hours each
Santa Ana Campus (SAC)	Mon – Fri	5:00 PM – 9:00 PM	Two (2)	four (4) hours each
Juvenile Hall (JH)	Mon – Fri	6:00 PM – 6:00 AM	Three (3)	six (6) hours each
Youth Leadership Academy (YLA)	Mon – Fri	5:00 PM – 10:00 PM	Two (2)	two (2) hours each
Youth Guidance Center (YGC)	Mon – Fri	6:00 PM – 6:00 AM	Two (2)	four (4) hours each
Multipurpose Rehabilitation Center (MRC)	Mon – Fri	9:00 PM – 6:00 AM	Two (2)	four (4) hours each
Manchester Office Building (MOB)	Mon – Fri	6:00 PM – 6:00 AM	Two (2)	six (6) hours each
North Youth Reporting Center (NYRC)	Mon – Fri	6:00 PM – 6:00 AM	Two (2)	four (4) hours each
Santa Ana Office (SAO)	Mon – Fri	5:00 PM – 9:00 PM	Two (2)	six (6) hours each

2. Day Porter hours (see X.B below) are in addition to this requirement.
3. Perform all daily Janitorial Services described in this Contract. Work performed on a weekly, monthly, quarterly, semi-annual or annual basis may be accomplished on Saturday and/or Sunday at the time scheduled by the Contractor, subject to the prior approval of the Building Coordinator or designee.
4. Notify the Building Coordinator or designee, in writing, a minimum of seven (7) calendar days in advance of its intent to perform any of the required weekly, monthly, quarterly, and/or semi-annual Services on a Saturday and/or a Sunday.
5. Failure on the part of the Contractor to provide such notice may result in the denial of Contractor’s request for payment for such work even if the work may have been performed.

B. DAY PORTER SERVICES – FOR ALL LOCATIONS

Day Porter shall:

1. Be able to communicate effectively in English.
2. Report to the Building Coordinator or designee daily.
3. **Services shall be provided** as follows:

LOCATION	SERVICE DAYS	SERVICE HOURS	NUMBER OF STAFF
Probation Administration Office (PAO)	Mon – Fri	7:00 AM and 4:00 PM	Two (2)
Santa Ana Campus (SAC)	Mon – Fri	8:00 AM and 3:30 PM	Two (2)
Juvenile Hall (JH)	Mon – Fri	10:00 AM and 1:00 PM	Two (2)

Multipurpose Rehabilitation Center (MRC)	Mon – Fri	12:00 PM and 3:00 PM	Two (2)
Manchester Office Building (MOB)	Mon – Fri	8:00 AM to 5:00 PM	One (1)
North Youth Reporting Center (NYRC)	Mon – Fri	11:00 AM and 2:00 PM	One (1)
Santa Ana Office (SAO)	Mon – Fri	10:00 AM to 4:00 PM	Two (2)

4. 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 Day Porter is unavailable. **All Services performed by the Day Porter shall be in addition to and not a substitute for any regular nighttime custodial operations.** Substitute staff shall have the same basic skills and responsibilities as the regular Day Porter.
5. Supervision
 - a. Day Porter shall report to and be supervised by the Building Coordinators or designee on each floor. Contractor shall inspect Day Porter's work on a weekly basis.
 - b. Day Porter shall sign-in and sign-out with the designated Building Coordinator at the beginning and end of each shift. NO EXCEPTION
 - c. Each Building Coordinator 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 Building Coordinators 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 Building Coordinators to obtain any additional special assignments that might develop during the day.
6. Restock all restrooms and kitchen areas with paper products, empty trash receptacles, and wipe down counters and mirrors.
7. Clean interior and exterior of glass doors in main reception office areas.
8. Clean cigarette urn and empty trash receptacle(s) at administration building entrances.
9. Report to Building Coordinator for special tasks.
10. Report any general maintenance deficiencies directly to the Building Coordinator, to include, but not limited to, any plumbing problems and broken or damaged equipment. The Day Porter shall give a full description of the needed work, a description of the priority needed for repair, and, if necessary, direct and assist repair personnel in effecting repairs. The Day Porter shall also take any necessary action to restrict access to the area, post the equipment or areas as inoperative, turn off water, or other measures until the repair personnel arrive.

Note: When mopping restroom floors during the day a wet floor sign must be placed in front of the restroom doors. NO EXCEPTIONS

C. **STANDARD CLEANING SCHEDULE FOR ALL BUILDINGS (DAILY, WEEKLY, MONTHLY, AND QUARTERLY SCHEDULE FREQUENCIES)**

Contractor shall, as a minimum perform the following Services:

Daily Duties		
Entrances, Exits, and Ground		
1	Empty / Clean / Change Liners	Waste Containers and Sanitation Napkins (YGC only needs servicing inside the buildings)

2	Clean and Service	Ash Trays and Sand Urns
3	Sweep and Clean	All Walkways, Porches, Ramps and Exterior Steps
4	Clean and remove	For JH, MRC, and YLA all trash and debris in exterior walkways, MRC and YLA parking lots, porches, ramps and exterior steps
Restrooms, Showers, and Locker Rooms		
1	Clean / Disinfect / Deodorize	Toilets, Urinals, Sinks, Sink Tops, shower heads, shower fixtures, and Dispensers (use germicidal)
2	Sweep/ Spot Clean/ Mop	All Flooring
3	Clean / Wipe down	Doors, Walls Partitions, Rails and Pipes
4	Empty / Clean/ Change Liners	Waste Containers and Sanitation Napkins
5	Clean and Refill	Dispensers (soap, paper towels, toilet paper, and batteries)
6	Clean and Polish	Drinking Fountain, Glass, Mirrors
7	Spot Clean (remove graffiti)	Doors, Handles, Windows, Walls, and Partitions
8	Add Water and Disinfectants	Floor Drains
9	Unstop Toilets	Common Stoppage with Plunger
Gym and Locker rooms		
1	Sweep/ Spot Clean/ Mop	Floors and Mats
2	Clean/ Disinfect/ Deodorize	Equipment
Breakroom, Kitchen, Conference Room, Office Areas, Classrooms		
1	Sweep / Spot Clean / Mop	Floors and Rugs
2	Spot Removal	Hard Surfaces, Dry Erase Boards
3	Empty / Clean / Change Liners	Waste Containers
4	Clean and Disinfect	Sinks, Countertops, Tabletops, Refrigerators
5	Clean and Refill	Dispensers (soap and paper towels)
General entire building		
1	Clean and Maintain	Custodial Closet and Stock Supplies
Weekly Duties		
General - Entire Building		
1	Wipe	Bullet Proof Glazed Window (dry cleaning cloth)
2	Clean and Polish	Doorplate, Kickplates, Door Handles, and Staircases
3	Dust	Desk, Tables, Cabinets, Windowsills, Shelves, Lamps, Partitions, Furniture
Lift/Catwalk/Quartermaster storage room		
1	Sweep, Mop, and Vacuum	Floors, Walkway, Hallways
2	Dusting	Desks, Tables, Cabinets, Shelves, and Furniture
3	Spot Cleaning	Handrails and Buttons

Armory/Safes (To be completed during business hours ONLY)		
1	Sweep, Mop, and Vacuum	Floors, Walkway, Hallways
2	Dusting	Desks, Tables, Cabinets, Shelves, and Furniture
Monthly Duties		
Restrooms and Showers		
1	Machine Scrub	Hard Surface Floors (use germicidal cleaners)
2	Clean, Disinfect, and Seal	Grout on Floor and Walls
General - Entire Building		
1	Vacuum / Mop	All Flooring
2	Dusting	Ventilations and Blinds
Quarterly Duties		
General - Entire Building		
1	Deep Floor Cleaning	Strip all resilient floors, wax and buff, and or apply approved non-buff floor finish
2	Clean and Wipe	All Baseboards
3	Exterior Cleaning	Windows and Frames
4	Wash	All Waste Baskets and Rubbish Containers
5	Deep Carpet Cleaning	Shampooing all carpets and carpet areas with the deep dirt extraction (steam cleaning) method per manufacturer's recommendations.

D. CUSTODIAL CLOSETS

1. Contractor shall keep all tools, equipment and supplies left on the job site in the janitor's storage closet/cabinet and not in any other part of the building. The janitor's closet/cabinet shall be kept in a neat and orderly manner at all times and shall become part of the regular building inspection.
2. 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 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.

E. SCHEDULES

1. Contractor shall provide the Building Coordinator with a Monthly Schedule to indicate the work anticipated to be performed each day. The initial Monthly Schedule shall be submitted to the Building Coordinator or designee *on the effective date of the Contract* and subsequent **Monthly Schedules shall be submitted on the first day of each month for the remainder of this Contract.**
2. Failure on the part of the Contractor to submit a Monthly Schedule to the Building Coordinator or designee on the first day of each month, as specified above, shall result in the deduction and forfeiture from payments due, or to become due, to the Contractor for all work required for

completion during the period in which the Monthly Schedule was not received. This deduction and forfeiture of payment to the Contractor for failure to provide the Monthly Schedule by the first of each month may apply even if the work has been performed.

F. ALTERNATIVE WORK SCHEDULE

The performance of Janitorial Services are contingent upon the awarded Contractor, and his/her employee(s), receiving background investigation clearances prior to the effective date of the Contract. As it is Probation's policy to deny building access to all non- employees without escort, if background clearances are not received prior to the start of this Contract, the Contractor will be required to perform janitorial services during regular work hours (8:00 AM to 5:00 PM), Monday through Friday. Upon successful completion of background clearances, the Contractor shall then perform all daily janitorial services as described in this Contract between the hours of 6:00 PM and 6:00 AM, Monday through Friday.

G. REPORTING DEFICIENCIES

Contractor shall report any general maintenance deficiencies directly to the Building Coordinator, to include any plumbing problems and broken, or damaged, equipment. The Contractor shall give a full description of the priority needed for repair and take any necessary action to restrict access to the area, post the equipment or area as inoperative, turn off water, or other measures until repair personnel arrive.

H. SECURITY REQUIREMENTS

The County operates and provides services for the Probation Facilities. Contractors and their employees who perform services in these facilities will be required to pass a security screening process and to adhere to strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

Contractor personnel, who will be used to perform contracted services, will be required to pass a background check before receiving clearance to enter the facilities. Refer to Article 7 - Contractor Background Clearance (above), in regard to obtaining Probation Department security clearance. BACKGROUND APPOINTMENTS MUST BE SET-UP IN ADVANCE BEFORE STARTING REQUESTED WORK.

All forms required shall be filled out thoroughly and accurately. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. When clearance is denied the County does not, nor is it obligated to, give reason why clearance has been denied.

Contractor acknowledges that Contractor employees who attempt to enter a secured facility, who have not passed the background check; who have falsified information on their forms; or who have outstanding warrants or warrants may be delayed and/or detained by Sheriff's personnel and/or Probation personnel. With the exception of demands related to the performance of the contract, Contractor and his employees will comply with all directions and orders issued by the Probation Department's personnel. (Issues relating to the performance of contracted services shall be at the direction of the Contract Contractor or Building Coordinator). In rare occurrences, workers may be asked to leave the facility prior to the completion of their work, or they may be detained within a facility until an incident is resolved.

1. Contractor shall ensure that:

- a) All vehicles parked on site shall always be locked and thoroughly secured.
- b) All tools and materials shall always remain in possession of the user and shall never be left unattended.
- c) All lost or misplaced tools shall be reported immediately to the security staff or escort personnel.
- d) All materials, especially those materials that could be used to inflict injury such as nails, wire, wood, etc. shall be continuously cleaned up and removed from the work site as work progresses.

2. Workers shall:

- a) Have no contact, either verbal or physical, with internees in the facility.

Specifically:

- b) Not give names or addresses to internees.
- c) Not receive any names or addresses from internees.
- d) Not disclose the identity of any internee to anyone outside the facility.
- e) Not give any materials to internees, especially cigarettes, matches, tools, etc.
- f) Be aware that failure to comply with these requirements is a criminal act and can result in prosecution.
- g) Plan their activities to minimize the number of times they must enter and exit a facility. i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- h) Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time.
- i) Be aware that if delay or cancellation is necessary, immediately contact the designated on-site Building Coordinator and/or the Site Supervisor.
- j) Report to the Control Desk or on-site Building Coordinator upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. Follow any special security requirements issued by the on-site Coordinator.
- k) Report to the Control Desk or the on-site site Building Coordinator when leaving the facility, either temporarily or at the end of the workday.
- l) Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site Building Coordinator.
- m) Securely close and check all doors to ensure that they are tightly closed and locked.

I. BEST MANAGEMENT PRACTICES (BMP)

- A. 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).
- B. 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.
- C. 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.

- D. 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:
1. FF-2 Building Maintenance and Repair
 2. 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.
 3. 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
 4. 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 approval prior to implementation.
- E. 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.

J. ADDITIONAL WORK

1. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work. Examples include but not limited to:
 - a) Special clean-up after an event
 - b) Additional carpet cleaning
 - c) Additional floor waxing
 - d) Clean-up around the outside of the building
 - e) Additional cleaning of windows
 - f) Removal of large amounts of packing material
 - g) Clean up the water in a restroom from an overflowing sink/toilet
 - h) Install an additional toilet paper/paper towel dispenser
2. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
3. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
4. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or 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 this Contract and the work performed under this section.

XI. FACILITY SPECIFICATIONS

A. Facility Description:

LOCATION	TOTAL AREA (SQ. FT) TO BE CLEANED	AVERAGE NUMBER OF COUNTY EMPLOYEES	AVERAGE NUMBER OF CUSTOMERS PER DAY
PAO	147,636	500	87
SAC	70,400	45	200
JH/YLA	46,298	400	200
MRC	26,230	60	150
YGC	16,247	75	45-60
MOB	56,899	450	750
NYRC	20,290	30	47
SAO	83,195	383	630

NOTE: The preceding area measurements for the building(s) are provided solely for informational purposes. There may be minor variations due to relocation of partitions or other modifications. If Contractors require additional information, they may take any measurements desired at the job walk or by appointment.

B. Facility Operations:

LOCATION	BUSINESS OPERATION HOURS	JANITORIAL SERVICE HOURS
PAO	7:00 AM to 5:00 PM	Mon – Fri 5:30 PM to 12:00 AM
SAC	8:00 AM to 5:00 PM	Mon – Fri 5:00 PM to 10:00 PM
JH/YLA	8:00 AM to 5:00 PM	Mon – Sun 6:00 PM to 6:00 AM
MRC	8:00 AM to 5:00 PM	Mon – Fri 9:00 PM to 6:00 AM
YGC	8:00 AM to 5:00 PM	Mon – Fri 9:00 PM to 6:00 AM
MOB	8:00 AM to 5:00 PM	Mon – Fri 6:00 PM to 6:00 AM
NYRC	8:00 AM to 5:00 PM	Mon – Fri 6:00 PM to 6:00 AM
SAO	8:00 AM to 5:00 PM	Mon – Fri 6:00 PM to 6:00 AM

**ATTACHMENT B
PAYMENT AND COMPENSATION**

I. COMPENSATION: This is an all-inclusive, firm fixed-price Contract between the County and Contractor for Janitorial Services, as set forth in Attachment A, "Scope of Work".

The 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, insurance, vehicles, equipment, tools, materials, overhead, travel, etc. 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 Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the total contract amount or fixed prices specified below, unless work is authorized by Amendment in accordance with Articles "C" – Amendments and "P" – Changes of the County Contract Terms and Conditions in Cooperative Contract.**

TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: \$2,587,573.00

II. FEES AND CHARGES: Payment shall be made in accordance with the provisions of this Contract.

A. Contractor's Cost Summary / Pricing

LOCATION	SERVICES	HOURS PER MONTH	HOURLY RATES	COST PER MONTH	TOTAL MONTHLY COST
SAC	Daily Service Crew After Hours	332.18	\$ 36.60	\$ 12,157.79	\$ 16,443.63
1700 E St Andrew Pl. STE 150&133 Santa Ana, CA 92705	Day Porter	152.25	\$ 28.15	\$ 4,285.84	

PAO – CSS Portion	Daily Service Crew After Hours	742.65	\$ 36.60	\$ 27,180.99	\$ 33,548.52
1055 N. Main St, Santa Ana, CA 92701	Day Porter	226.2	\$ 28.15	\$ 6,367.53	

PAO – Probation Portion	Daily Service Crew After Hours	742.65	\$ 36.60	\$ 14,635.61	\$ 18,064.28
1055 N. Main St, Santa Ana, CA 92701	Day Porter	226.2	\$ 28.15	\$ 3,428.67	

JH - Juvenile Hall	Daily Service Crew After Hours (5pm to 7am M-F)	363.44	\$ 36.60	\$ 13,301.90	\$ 20,728.55
331 The City Drive South, Orange, CA 92868	Daily Service Crew After Hours (5pm to 7am Sat & Sun)	145.38	\$ 38.45	\$ 5,589.86	
	Day Porter	65.25	\$ 28.15	\$ 1,836.79	

MOB - Manchester Office Building	Daily Service Crew After Hours	379.93	\$ 36.60	\$ 13,905.44	\$ 20,272.97
301 The City Drive South, Orange, CA 92868	Day Porter	226.2	\$ 28.15	\$ 6,367.53	

MRC - Multipurpose Rehabilitation Center	Daily Service Crew After Hours	226.1	\$ 36.60	\$ 8,275.26	\$ 10,112.05
333 The City Drive South, Orange CA 92868	Day Porter	65.25	\$ 28.15	\$ 1,836.79	

NYRC - North Youth Reporting Center	Daily Service Crew After Hours	228.45	\$ 36.60	\$ 8,520.48	\$ 10,969.53
1920 W. Corporate Way, Anaheim, CA 92801	Day Porter	87	\$ 28.15	\$ 2,449.05	

SAO-Santa Ana Field Office	Daily Service Crew After Hours	533.8	\$ 36.60	\$ 19,537.08	\$ 24,435.18
909 N Main St. Santa Ana, CA 92701	Day Porter	174	\$ 28.15	\$ 4,898.10	

YGC - Youth Guidance Center	Daily Service Crew After Hours	218.08	\$ 36.60	\$ 7,981.73	\$ 7,981.73
3030 N. Hesperian Way, Santa Ana, CA 92706					

YLA -Youth Leadership Academy	Daily Service Crew After Hours	109.38	\$36.60	\$ 4,003.31	\$ 4,003.31
3155 W. Steiner Way, Orange, CA 92868					

The total monthly cost is all-inclusive of Contractor’s travel time, mileage, materials/ supplies, insurance and all other charges for the provision of Janitorial Services set forth herein.

B. **Additional Work:** Each location is allocated \$10,000.00. Any additional services not listed in this Contract must be approved by the Building Coordinator or designee or County’s Project Manager in accordance with Attachment “A”, Section J.

III. PAYMENT TERMS: Invoices are to be submitted in arrears, after services have been received. Payment will be net thirty (30) days after receipt of an invoice in a format stated below. Invoices shall be verified and approved by County and subject to routine processing requirements. 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.

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

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

IV. PAYMENT - 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 e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department DPA.

- V. TAXPAYER ID NUMBER:** Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- VI. INVOICING INSTRUCTIONS:** Contractor shall provide an invoice on Contractor's letterhead for services rendered. Each invoice must have a unique number and will include the following information:
- A. Contractor's name or DBA;
 - B. Contractor's address;
 - C. Contractor's remittance address (if different from line B);
 - D. Contractor's Federal Taxpayer's ID number;
 - E. Billed to the County of Orange or Orange County Probation Department;
 - F. Delivery/Service Address
 - G. Invoice number;
 - H. Invoice date;
 - I. Goods/services ordered date;
 - J. Goods/services description; quantity, unit prices;
 - K. Contract Number: **MA - 057- 25010715**;
 - L. Requisition Numbers: **RX 1712831, 1720869 and 1750430**
 - M. Sales tax, if applicable;
 - N. Freight/delivery charges, if applicable; and
 - O. Total Invoice Amount.

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

Invoice and support documentation shall be mailed to:

COUNTY OF ORANGE
 PROBATION: ACCOUNTS PAYABLE
 PO BOX 10260
 SANTA ANA, CA 92711-0260

Or emailed to Prob-AP@prob.ocgov.com (Preferred)

The responsibility for providing an acceptable invoice to the County rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

VII. DEDUCTIONS

1. Pursuant to paragraph F.4 ("Deficient Performance") of Section I ("Scope of Work") of this Contract, the Building Coordinator shall inspect and judge the quality of Contractor's work against the Scope of Work requirements specified herein. **County reserves the right to deduct from the payments due, or to become due, to the Contractor for deficient or unsatisfactory performance, including lack or absence of performance during specified workdays in a month.**
2. The amount of deductions will be calculated as follows:
 - a. By deriving a percentage of the number of days associated with deficient or unsatisfactory performance, or lack or absence of performance, to the total number of workdays to be performed in a particular month; and
 - b. Multiplying that percentage by the monthly cost specified in paragraph II.A above.
3. The amount of deductions calculated shall be applied against the invoice submitted by Contractor for a particular month.

ATTACHMENT C
COOPERATIVE CONTRACT NO. RCA-017-22010002
(Attached Separately)

**ATTACHMENT D
CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT**



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 1 of 2

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Orange County Probation Department CA030023G

(Public law enforcement/criminal justice agency) , (ORI)

to _____

(Private Contractor)

to perform _____ services on its behalf.

(Type of service)

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 2 of 2

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)

Signature (Private Contractor Agency Head)

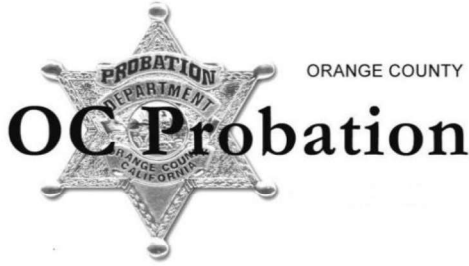
Print Name and Title

Print Name and Title

Date

Date

ATTACHMENT E



DANIEL HERNANDEZ
CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-2000

1055 N. MAIN STREET, 5TH FLOOR
SANTA ANA, CA 92701

MAILING ADDRESS:
P.O. BOX 10260

**Prison Rape Elimination Act (PREA) and Tri-Fold Brochure
Orientation Information**

The Orange County Probation Department has a zero-tolerance policy toward any acts of sexual misconduct by staff, youth, volunteers, contractors, vendors and collaborative partners including, sexual assault, sexual abuse and sexual harassment. This includes any sexual act, touching, comments or gestures.

- You have received a copy of the information sheet “Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients.”
- You understand that the Orange County Probation Department has a zero-tolerance policy related to sexual assault, sexual abuse and sexual harassment involving youths in custody or under the supervision of this department.
- You understand that you are required to immediately report any instance of suspected, reported or observed acts of sexual assault, abuse or harassment to a supervisor or administrator and to fully cooperate with investigation of such incidents.
- You understand that the Probation department will fully investigate any incidents of suspected, reported or observed sexual assault, sexual abuse and sexual harassment

If you have any questions regarding this document, the brochure, “Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients.” or if you need this information explained to you in a different language or format, please notify staff.

I have been provided with the brochure, “Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients.” And have had an opportunity to ask questions.

I UNDERSTAND THAT I AM REQUIRED TO COMPLY WITH THE ORANGE COUNTY PROBATION ZERO TOLERANCE FOR SEXUAL MISCONDUCT POLICIES AND PROCEDURES.

Print Name

Signature

Date

Staff Signature/Title

Date

Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients



For Volunteers, Contractors,
Collaborative Partners and Vendors of
the Orange County Probation
Department

Orange County Probation Department currently partners with the following agencies for victim support:

Community Service Program (CSP)

24-Hour Crisis Hotlines
(714) 957-2737
(949) 831-9110

Report any concern of sexual misconduct:

PREA Coordinator : (714) 935-7095

Probation Hotline 1-(888) 296-3389

This project was supported by Grant No. 2010-RP-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.



<http://e.gov.ocgov.com/ocgov/Probation>

How to report observed or suspected incidents of sexual abuse, assault, and/or harassment

Probation staff including volunteers, contractors and vendors are required to immediately report any instance of suspected or observed sexual abuse, sexual assault or sexual harassment verbally to a supervisor or administrator then to document the matter in writing within 24-hours.

- Inform the Institution Duty Officer, any Supervisor or Administrator of the facility where the alleged abuse occurred
- Report anonymously on the Probation Hotline 1-(888) 296-3389
- Contact the Probation Dept. PREA Coordinator 1-714-935-7095
- Orange County Child Abuse Hotline 1(800) 207-4464

No probation staff member, individual subject to probation supervision, facility resident, volunteer, or collaborative partner will be subject to retaliation for acting in good faith to intervene in, report or document any incident of sexual abuse, sexual assault or sexual harassment.

Staff Sexual Misconduct

The Orange County Probation Department has a **zero tolerance policy** regarding sexual assault, sexual abuse and sexual harassment. Residents of probation facilities, individuals under probation supervision, probation staff, volunteers, contractors, vendors and collaborative partners have a right to an environment that is free from sexual abuse, sexual assault and sexual harassment.

Department policy and state law specifically forbids sexual misconduct, including sexual harassment between probation clients and staff. For this purpose "staff" includes: contractors, vendors, and volunteers of the Orange County Probation Department as well as staff from other Federal, State and Local jurisdictions. A "probation client" means someone incarcerated/detained in a correctional facility or under supervision in the community.

Sexual misconduct is defined in the Prison Rape Elimination Act (PREA) 2003. Forms of sexual misconduct include, but are not limited to:

1. Any behavior of a sexual nature directed toward a probation client by a Department staff, contract staff, vendor, or volunteer.
2. Inappropriate touching between probation clients and staff.
3. All completed, attempted, threatened, or requested sexual acts between Department staff, contract staff, vendor, or volunteer, and a probation client.
4. Sexual comments and conversations with sexually suggestive innuendos or double meanings.
5. Display or transmittal of sexually suggestive posters, objects, or messages.

The department will fully investigate and immediately address all allegations of sexual assault, sexual abuse and sexual harassment to include criminal and administrative sanctions as appropriate.

An Abuse of Power

Due to the imbalance of power between probation clients and staff in correctional settings, sexual interactions between staff (who have power) and probation clients (who lack power) are unprofessional, unethical and illegal.

Some probation clients who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally a probation client may try to improve his/her standing or circumstances (e.g. better job, avoid disciplinary action, affect a release plan, gain privileges, etc.).

As a Probation Department contractor, vendor or volunteer, your assignments can place you in a position of authority over the clients with whom you interact in a professional capacity. It is not possible to have a relationship as equals because you have a responsibility to maintain custody, evaluate work performance, and/or provide input to issues that affect release dates, return to prison, or other sanctions.

Because of the imbalance of power between clients and staff, vendors, contractors and volunteers, there can never be a consensual relationship between staff and clients. In fact, consent is not a defense to prosecution.

History of Victimization

Some staff don't think of clients as "victims" of staff sexual misconduct, especially when the client appears to be a willing participant or even initiated the sexual or "romantic" interactions with a staff member. The client is always the victim because of the imbalance of power. The consent or willingness of a client to participate may be a survival strategy or a learned response to previous or current victimization.

Many clients have a history of victimization (physical and/or sexual abuse), which may make them especially vulnerable to the sexual overtures of persons in positions of authority. Their perception of

affection/love may be skewed by this background of abuse making it impossible for them to refuse advances of a staff member. In some instances, particularly for female clients, their survival in the community has been directly related to using their sexuality to obtain the means to survive. Coupled with low self-esteem, this carries over into their conduct in prison and while under community supervision.

As the person in authority, it is your responsibility to discourage, refuse and report any overtures as well as maintain professional boundaries at all times.

Boundaries in relationships can be difficult. If you question your professional boundaries with an client or feel uncomfortable with his/her actions or advances toward you, talk to another person you respect and/or bring this matter to the attention of a Probation supervisor or administrator before it gets out of control.

Red Flags:

The following are behaviors or "red flags" that may signal you or someone you work with is in danger of engaging in sexual misconduct with a client:

- Spending a lot of time with a particular client
- Change in appearance of a client or staff member
- Deviating from agency policy for the benefit of a particular client
- Sharing personal information with a client
- Harassment
- Doing favors for a client
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with a client
- Over-looking infractions of a particular client

ATTACHMENT F
ARMORTEX TRANSACTION WINDOW CLEANING INSTRUCTIONS

(Attached Separately)

EXHIBIT A
CONFIDENTIALITY STATEMENT (DCSS 0593)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY
SERVICES

DEPARTMENT OF CHILD SUPPORT

CONFIDENTIALITY STATEMENT

DCSS 0593 (01/17/18)

The Department of Child Support Services (DCSS) is responsible for securing Child Support information. DCSS takes this responsibility seriously. The information below describes serious consequences you are subject to in the event that you unlawfully access or disclose Child Support information. Child Support information includes data that is obtained from numerous organizations including, but not limited to: the Internal Revenue Service, the California Franchise Tax Board, the California Employment Development Department, and the California State Board of Equalization. **This information is confidential.** Child Support information also includes DCSS plans, processes, procedures, memoranda, correspondence, research documents, and statistical analysis concerning the DCSS Child Support Program. **This information may be confidential.** Confidential information in any form (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc.) is not public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. DCSS strictly enforces information security. If you violate DCSS confidentiality policies, you may be subject to administrative, civil, and or criminal action.

You may only access confidential information if you have a specific Child Support business need for that information. You may only disclose confidential information to other individuals that have a specific Child Support business need for that information. If you access confidential information without a Child Support business need or if you disclose confidential information to another person that does not have a Child Support business need, you may be subject to discipline by your department, termination of your or your employer's contract, criminal fines, or imprisonment.

- Fines for confidentiality violations range from \$1,000 to \$20,000.
- Imprisonment for confidentiality violations ranges from 1 year to 5 years.
- In addition, you may be liable for damages to persons injured by your confidentiality violation.

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, 45CFR303.21; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

____ I acknowledge that operating any computer providing access to Child Support information constitutes consent to monitoring of all system activity. Evidence of unauthorized use collected during monitoring may be used for adverse or criminal action. Logging on to any system providing access to Child Support information indicates acceptance of the DCSS Information Security Policy.

____ I acknowledge responsibility for knowing the classification of Child Support information. If I do not know the classification of specific information, I will seek classification information from my supervisor.

____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me - including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal - and/or fines and penalties resulting from criminal prosecution or civil lawsuits and/or termination of contract.

____ I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.

____ I hereby agree to protect Child Support information in any form, (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc) by:

- Accessing Child Support information only as needed to perform my Child Support business duties.
- Never accessing information for curiosity or personal reasons.
- Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
- Storing confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.

____ I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.

____ I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

I certify that I have read and initialed the confidentiality statements printed above.

PRINT FULL NAME

SIGNATURE

PRINT EMPLOYER'S FULL NAME

DATE

EXHIBIT B
DEPARTMENT OF CHILD SUPPORT SERVICES ACKNOWLEDGEMENT OF UNDERSTANDING
(DCSS ASD 011)

Department of Child Support Services Acknowledgement of Understanding

I hereby acknowledge that confidential information is protected from disclosure by law, regulation, and policy. I further acknowledge that protecting confidential information is in the public's interest, the State's interest, and my own personal interest. I also acknowledge that the Department of Child Support Services strictly enforces information security. I understand that accessing Child Support cases of anyone with whom I don't have a business need is strictly forbidden and may result in serious consequences including termination, fines up to \$5,000, and/or imprisonment of up to 5 years, plus the costs of prosecution.

PRINT FULL NAME	SIGNATURE
PRINT EMPLOYER FULL NAME	DATE

DCSS ASD 011 (5/09)

Information Security Office