

**CONTRACT NUMBER MA-080-18011641**

**FOR**

**JANITORIAL SERVICES**

**BETWEEN**

**COUNTY OF ORANGE**

**AND**

**US METRO GROUP, INC.**



CONTRACT NUMBER MA-080-18011641  
FOR  
JANITORIAL SERVICES

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

ATTACHMENTS

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

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

RECITALS

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

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

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

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

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Scope of Contract:** This Contract, including attachment(s), specifies the Contractual terms and conditions by which the Contractor will provide Janitorial Services under a usage Contract.
- B. **Term:** The initial term of this Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for three (3) years from that date, with the option to renew for two (2) additional one (1) year terms, upon Board of Supervisor approval, unless otherwise terminated as provided herein.

Contract shall be extended effective May 22, 2021, through December 31, 2021, unless otherwise terminated herein.

- C. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are

Amendment No.2

not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- D. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
- E. **County's Manager:** The County shall appoint a Contract Manager, to act as liaison between the County and the Contractor during the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

- L. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

- M. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract.

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

- N. **Contractor Personnel: Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to the service location(s) must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

- O. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or

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

for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

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

The requirements of Labor Code Section 1776 provide in part:

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

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

- X. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Contract Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects or service location(s) without first obtaining permission from the County Contract Manager.
- Y. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
1. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  3. Terminate the Contract immediately without penalty.
- Z. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's Contract Manager as specified in Article EE. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
- The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the



County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

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

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

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

For Contractor: US Metro Group, Inc.  
Attn: Bonnie Manning  
2700 Cherry Ave, Suite B  
Signal Hill, CA 90755  
Phone: 213-382-6435  
Email: [Bonnie.M@usmetrogroup.com](mailto:Bonnie.M@usmetrogroup.com)

For County: OC Public Works/Procurement Section  
Attn: Michael Macias, County DPA  
300 North Flower Street, Suite 838

Santa Ana, CA 92703  
Phone: 714-667-9628  
Email: [Michael.Macias@ocpw.ocgov.com](mailto:Michael.Macias@ocpw.ocgov.com)

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

defend and hold County and its indemnities as identified in Article “KKK” below, and as more fully described in Article “KKK”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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

- SS. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- TT. **Insurance Provisions:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

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

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

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

**Qualified Insurer**

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

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

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

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

**Required Coverage Forms**

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

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

**Required Endorsements**

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed

officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.

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

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

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

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

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

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

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

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

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

performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

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

being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

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

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

Contractor agrees to maintain such records for possible audit for a minimum of three years



after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

NNN. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

OOO. **Aggregate Contract:** This Contract, with a not-to-exceed amount of \$8,000,000, is to be combined in aggregate with the concurrent contracts for the same services with Omni Enterprise, Inc., Haynes Building Services, LLC., and Golden Touch Cleaning, Inc.

PPP. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

QQQ. **Contract Work Hours And Safety Standards Act:**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Amendment No. 1 –  
added FEMA language

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**RRR. Clean Air Act And The Federal Water Pollution Control Act:**

**Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**SSS. Suspension and Debarment:**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**TTT. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.

**UUU. Procurement of Recovered Materials:**

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.

- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**VVV. Access To Records:**

1. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**XXX. Department of Homeland Security (DHS) Seal, Logo, And Flags:**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**YYY. Compliance with Federal Law, Regulations, And Executive Orders:**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

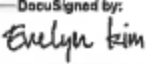
**ZZZ. No Obligation by Federal Government:**

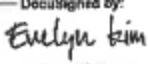
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**AAAA. Program Fraud and False Or Fraudulent Statements Or Related Acts:**

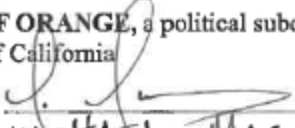
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

**US METRO GROUP, INC.**  
By:   
Print Name: Evelyn Kim  
Title: President/CEO  
Corporate Officer  
Date: April 10, 2018

By:   
Print Name: Evelyn Kim  
Title: Secretary  
Corporate Officer  
Date: April 10, 2018

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

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

**APPROVED AS TO FORM:**

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

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

Amendment No. 1

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

**US METRO GROUP, INC.\***

<i>Evelyn Kim</i>	Evelyn Kim	CEO	May 14, 2020
Signature	Name	Title	Date

<i>Brian Lee</i>	Brian Lee	President	May 14, 2020
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:

<i>Richard Nguyen</i>	Richard Nguyen	Deputy Purchasing Agent	May 15, 2020
Signature	Name	Title	Date

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

**ATTACHMENT A  
SCOPE OF WORK**

**I. INTRODUCTION**

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

**Janitorial Services**

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

**II. SCOPE OF WORK**

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

**III. DEFINITIONS**

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

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

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



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

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

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

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

#### IV. CONTROL OF WORK

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

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

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

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

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

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

V. **BUILDING SECURITY**

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

**VI. CONTRACTOR'S RESPONSIBILITIES**

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

**VII. CONSERVATION OF UTILITIES**

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

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

**VIII. CONTRACTOR'S OFFICE/EMERGENCY**

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

**IX. PROTECTION AND RESTORATION**

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

**X. RESTRICTIONS**

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

**XI. MATERIALS**

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

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

## **XII. QUALITY OF CLEANING MATERIALS/SUPPLIES**

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

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

### **B. Environmentally Preferable (Green) Products and Specifications:**

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

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

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

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

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)

Green Seal GS-37 & GS-34, [www.greenseal.org/](http://www.greenseal.org/)

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

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

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

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

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-110, [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)

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

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

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

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

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-146, [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)

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

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

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

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

Environmentally Preferable Product Standards:

EcoLogo Standard CCD-148, [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)

Green Seal GS-37, [www.greenseal.org/](http://www.greenseal.org/)

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

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

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

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

Environmentally Preferable Product Standards:

i. EcoLogo Standard CCD-147 [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)

ii. Green Seal GS-40, [www.greenseal.org/](http://www.greenseal.org/)

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

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

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

C. **Paper Products**

1. **Janitorial Paper Products:**

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



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

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

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

ix. Plastic liners for waste and rubbish containers:

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

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

### **XIII. CONTRACTORS – PERFORMANCE**

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

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

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

**XIV. SCHEDULE OF DEDUCTIONS**

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

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

**XV. SERVICES TO BE PROVIDED**

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

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

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

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

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

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

All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed

of in plastic bags secured with bag ties. Contractor(s) shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.

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

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

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

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

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

All carpets shall be free of dirt; (*Bonnet buffing method of cleaning carpet is not acceptable*).

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

## **XVI. ADDITIONAL WORK**

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

Examples of work that may be requested:

1. Special clean-up after an event.
  2. Additional carpet cleaning.
  3. Additional floor waxing.
  4. Clean-up around or near the outside of a building.
  5. Additional cleaning of windows.
  6. Removal of large amounts of packing material.
  7. Clean-up the water in a restroom from an overflowing sink/toilet.
  8. Installing an additional toilet/paper towel dispenser.
- B. The County reserves the right to use alternate sources for completion of the additional work and to utilize the data provided under the Contract to obtain necessary services.
  - C. If the County authorizes work by an alternate source, the Contractor(s) may be relieved of responsibilities pertaining to the equipment affected by the service location(s) while work is being performed and during the subsequent warranty period.

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

**XVII. COUNTY OBSERVED HOLIDAYS:**

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

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

**XVIII. SECURED FACILITY REQUIREMENTS:**

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

**LOCATIONS:**

**The number of locations is subject to change at any time and the County reserves the right to add and/or delete locations, square footage and/or frequency of service(s) depending on the needs of the County. Mandatory Job Walks will be conducted, per location, at the County's discretion. This RFP**

**is to establish a list of qualified Contractors to issue Contracts, by location. The Contracts awarded as a result of this RFP will be used for multiple Contractors. Each individual location will be solicited independently amongst these aggregate Contractors. The Contractors will be invited to a job walk, per location and will submit a quote based on that location's requirements. The County is estimating that over 30 County facilities will utilize these contracts for Janitorial Services.**

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

ATTACHMENT B  
CONTRACTORS PRICING

A. COMPENSATION

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

B. FEES AND CHARGES

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

1. Hourly rate for Janitorial Services \$17.38
  
2. Hourly rate for Janitorial Services Supervisor \$18.94
  
3. Hourly rate for Flooring Specialist (Carpet Cleaning/Waxing) \$19.86
  
4. Hourly rate for Day Porter (7:00am – 5:00pm Mon-Fri) \$17.38
  
5. Hourly rate for Day Porter Supervisor (7:00am – 5:00pm Mon-Fri) \$19.23
  
6. Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) \$21.04
  
7. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Mon-Fri) \$23.68
  
8. Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri)



\$25.25

9. Supervisor Hourly rate for Emergency Services (5:00pm – 7:00am Mon-Fri)

\$28.41

10. Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)

\$25.25

11. Supervisor Hourly rate for Emergency Services (7:00am – 5:00pm Sat, Sun or Holiday)

\$28.41

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

**Estimated Reimbursable Expenses & In Direct Costs:**

TBD based on location

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

**C. SCHEDULE OF DEDUCTIONS:**

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

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

**D. PRICING INCREASES/DECREASES:**

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

**E. DISCOUNTS AND PRICING STRUCTURE:**

The Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. The Contractor agrees that

no rate increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**F. CONTRACTOR'S EXPENSE:**

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

**G. INVOICING INSTRUCTIONS:**

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

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

Invoices and support documentation are to be forwarded to:

\*Each location/department will  
designate specific invoicing  
instructions.

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

**ATTACHMENT C  
STAFFING PLAN**

**JANITORIAL SERVICES KEY PERSONNEL**

Name	Classification/ Designation	Years of Experience	Length of Time with Company
<u>Evelyn Kim</u>	CEO/President	9 years	9 years
<u>Irene Oseguera</u>	Chief Corporate Officer	20 years	19 years
<u>Wayne Eames</u>	Director of Contracting	30 years	15 years
<u>Roger Vallecilla</u>	Director of Quality Control	6 years	5 years

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

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

Amendment No. 1 –  
added Attachment C

**ATTACHMENT C**

**CERTIFICATION REGARDING ANTI-LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date