



**COUNTY OF ORANGE
SOCIAL SERVICES AGENCY**

CONTRACT

No. MA-063-11012163 16011566

WITH

~~THE QUAKLEEN CORPORATION, INC.~~

PROPERTY BUILDING MAINTENANCE SERVICES LLC

FOR

JANITORIAL AND PORTER SERVICES

AT

~~ORANGEWOOD CHILDREN AND FAMILY CENTER~~

FOR
JANITORIAL AND PORTER SERVICES AT OCFC
WITH
THE QUAKLEEN CORPORATION, INC. PROPERTY BUILDING MAINTENANCE SERVICES LLC

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SECTION I

This Agreement MA-063-16011566 (referred to as "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (referred to as "SSA"), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as "County"), and Property Building Maintenance Services LLC, having its principal place of business at 227 W. Douglas Avenue, El Cajon, CA 92020 (referred to as "Contractor"), to provide for Janitorial and Day Porter Services for Orangewood Children and Family Center (OCFC) at 401 The City Drive, Orange, CA 92868 (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 1505 E Warner Ave, Santa Ana, CA 92705, (hereinafter referred to as "County") and The Quakleen Corporation, Inc., with a place of business at 4533 MacArthur Blvd. #195, Newport Beach, CA 92600, (hereinafter referred to as "Contractor"). County and Contractor are sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

RECITALS

WHEREAS, County desires to enter into a Contract for Janitorial and Day Porter Services for OCFC; and

WHEREAS, Contractor responded to an Invitation for Bid (IFB) 063-SS6386-SH for Janitorial and Porter Services is agreeable to supplying the Janitorial and Day Porter Services for OCFC (referred to as "Services") on the terms and conditions per IFB 063-C008826-EY set forth hereinafter; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Janitorial and Porter Services with the Contractor for obtaining said services; and

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both parties and County of Orange Board of Supervisor's approval; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will procure enter into a Contract for the Services from with Contractor. The services to be provided are more fully set for in Section III as further detailed in Scope of Work, identified attached hereto and incorporated herein by this reference as Attachment A if fully set forth herein.

2. Term of Contract

The term of this Contract shall commence upon approval by the County Board of Supervisors or upon execution of all necessary signatures, whichever occurs later, and shall be effective June 1, 2011 be for a three-year term period commencing on June 1, 2016 through May 31, 2019 unless otherwise terminated by the County. This Contract may be renewed thereafter for one additional two-year terms based on Contractor's performance and upon mutual written agreement of both parties County and Contractor. The County does not have to give a reason if it elects not to renew this Contract.

3. Compensation and Payment

The Contractor agrees to accept the specified compensation, as set forth in Attachment B, Compensation and Payment, as full remuneration for performing all services and materials called for. The total cost for this Contract shall not exceed \$207,540. The Contractor assumes responsibility for performance of all its duties and obligations hereunder provide the Services as set forth in Section III. Scope of Work, at the fixed rates specified in Section IV Compensation / Payment Schedule. The total cost of this Contract shall not exceed \$564,753.

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SECTION II

GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

B. Entire Contract

This Contract, 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 the County of Orange Social Services Agency (hereinafter "County") unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contract by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

C. Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. Delivery

Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance/Payment

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty

Contractor expressly warrants that the goods/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 and as more fully described in paragraph "HH" below, 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

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

H. Patent/Copyright Materials/Proprietary Infringement

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. Assignment or Sub-Contracting

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. 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 Section 1720 et seq. of the California Labor Code.

K. Termination

In addition to any other remedies or rights it may have by law, 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, including by not limited to 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 obligation.

L. 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.

M. 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.

N. Independent Contractor

Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

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O. 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.

P. Insurance Provisions

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense ~~and to deposit with the County Certificates of Insurance~~, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. ~~and Contractor agrees to keep such insurance coverage, and the certificates therefore 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) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

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

~~Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).~~

~~The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.~~

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

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Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$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 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement 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.

~~An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. A primary non-contributing endorsement 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.~~

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

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~~The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.~~

~~All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.~~

~~If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.~~

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

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

Contractor shall notify County in writing within thirty (30) 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 0001 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 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty 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.

Q. 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 paragraph "HH" 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.

R. Changes

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Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

S. 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.

T. 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.

U. Confidentiality

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

V. Compliance with Laws

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" above, 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.

W. 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.

X. Pricing

The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

~~Y. **Intentionally left blank Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.~~

Z. Terms and Conditions

Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

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- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney 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.
- EE. **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 had 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 or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. **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.
- GG. **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.
- HH. **Indemnification Provision:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County of Orange Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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II. Audits/Inspections

Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

ADDITIONAL TERMS AND CONDITIONS

- ~~1. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 sub-contractor 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 Property Manager.~~

- ~~2. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be 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:~~

~~Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;~~

~~Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and~~

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~~Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.~~

~~County may terminate the Contract immediately without penalty.~~

~~Nothing in this section shall limit the County's right to terminate this Contract pursuant to Section K herein.~~

~~3. **County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of contract, the contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:~~

~~— A. — In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;~~

~~— B. — In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;~~

~~— C. — A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and~~

~~— D. — A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.~~

~~Failure of the contractor to timely submit the data and/or certifications required or 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.~~

~~4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.~~

~~5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.~~

~~6. **Termination-Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.~~

~~The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.~~

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~~7. **Termination – Orderly:** 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 aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.~~

~~8. **Termination – Convenience of the County:** The County may terminate performance of work under this Contract for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the County's interest. The agency/department assigned buyer shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.~~

~~After receipt of a notice of termination and, except as directed by the assigned buyer, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:~~

- ~~1. Stop work as specified in the notice of termination;~~
- ~~2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;~~
- ~~3. Terminate all orders and subcontracts to the extent they relate to the work terminated;~~
- ~~4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;~~
- ~~5. As directed by the assigned buyer transfer title and deliver to the County (a) fabricated or unfabricated parts, work-in-process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County;~~
- ~~6. Complete performance of the work not terminated; and~~
- ~~7. Take any action that may be necessary or as the County may direct for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the County has or may acquire an interest and to mitigate any potential damages or requests for Contract adjustment or termination settlement to the maximum practical extent.~~
- ~~8. At the completion of the Contractor's termination efforts, the Contractor may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.~~

~~After termination the Contractor shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the County. The Contractor shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the County upon written request of the Contractor within the 90-day period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.~~

~~The Contractor and the County may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total Contract price as reduced by (a) the amount of payment previously made and (b) the Contract price of work not terminated. The Contract shall be amended and the Contractor paid the agreed amount.~~

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If the Contractor and the County fail to agree on the whole amount to be paid because of the termination of work, the County shall pay the Contractor the amounts determined by the County as follows, but without duplication of any amounts agreed on as set forth above:

1. The Contract price for completed supplies or services accepted by the County (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
2. Except for normal spoiling and except to the extent that the County expressly assumes the risk of loss, the County shall exclude from the amounts payable to the Contractor the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the County.

The Contractor shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated Contract or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The Contractor shall have the right to appeal, under the County's protest procedure, any determination made by the County, except that if the Contractor failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the Contractor under this clause, there shall be deducted:

1. All payment to the Contractor under the terminated portion of this Contract;
2. Any claim which the County has against the Contractor under this or any other Contract; and
3. The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the County.

If the termination is partial, the Contractor may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the Contract. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the agency/department.

The County may:

1. Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the Contractor for their terminated portion of the Contract, if the County believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and
2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the County upon demand.

In determining the amount payable to the Contractor and notwithstanding any other provision, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the County shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the County, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the County, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

9. **California Public Records Act:** This Contract, the Contractor's response and the purchasing file are subject to public disclosure as permitted by the California Public Records Act. Regardless of any identification otherwise, including marking of pages in the Contractor's response, this Contract, or the purchasing file as

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"confidential" or "proprietary," all such information shall become a part of the public record. The County shall not in any way be liable or responsible for the disclosure of any such records.

10. ~~**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.~~
11. ~~**Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.~~
12. ~~**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.~~
13. ~~**Personnel Warranty:** The Contractor warrants that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All 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. SSA/Procurement must be notified in writing, within seven (7) days upon notice of award, of the procedure to be used prior to beginning work and be notified seven (7) days prior to any changes in the procedure.~~
14. ~~**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' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.~~

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For Contractor: The Quakleen Corporation, Inc.

Attention: Hooman Bargrizan

Address: 4533 MacArthur Blvd. #195

Newport Beach, CA 92660

For County: County of Orange/Social Services Agency

Attn: Gene Duenas, DPA

1505 E Warner Ave

Santa Ana, CA 92705

~~15. **Sub Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or sub-contract 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 sub-contract, this Contract shall prevail and the terms of the sub-contract 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 sub-contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.~~

~~16. **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 and health regulations and laws.~~

~~17. **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 Contractor's Contract with the County. 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's must be in accordance with the requirements of California Code of Regulations. The MSDS for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:~~

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

~~18. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.~~

~~19. **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 and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:~~

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~~The Contractor shall submit to the agency/department 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 Purchasing Agent or his 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.~~

- ~~20. **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.~~
- ~~21. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.~~
- ~~22. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract (such as those provisions set forth in the recitals and articles of this Contract), then the attachments.~~
- ~~23. **Waivers Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.~~
- ~~24. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.~~
- ~~25. **State Funds – Audits:** Contractor agrees to allow the Contractor's financial records, including payroll and accounts receivable records, to be audited by Auditors from the County of Orange or a private auditing firm hired by the County of Orange. When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California. The County will provide reasonable notice of such audit.~~
- ~~26. **Records:** 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 the County of Orange for a period of seven years. Storage of records in another County will require special approval from the County Purchasing Agent.~~
- ~~27. **Flagmen – Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic, parking or the public, Contractor shall furnish, erect and maintain at Contractor's expense and without cost to the County, flagmen and/or control devices as are necessary to prevent accidents, damage or injury.~~

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~~Contractor shall comply with County directives regarding potential hazards. Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic. Contractor shall comply with the state of California Vehicle Code, Article 2, Section 21400 and the state of California Business, Transportation and Housing Agency Department of Transportation Manual of Traffic Controls, Chapter 5, Control of Traffic through Work Zones published by the state of California Department of Transportation.~~

- ~~28. **Responsibility of the Contractor:** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by the Contractor under this Contract. Contractor shall perform such professional services as may be necessary to accomplish the work in accordance with this Contract.~~
- ~~29. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.~~
- ~~30. **Contractor's Default:** If Contractor is in default of any of its obligations hereunder and Contractor has not commenced cure within ten days and cured such default within ten days of receipt of written notice of default from County, County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving notice to take effect immediately and begin negotiation with a third party vendor to provide services.~~

~~If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may also terminate this Contract.~~

~~Contractor shall not be or deemed to be in default hereunder for non-negligent delay or failure to perform under this Contract or for any interruption in providing services resulting, directly or indirectly, from any cause not within Contractor's control.~~

~~The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.~~

- ~~31. **Declared Emergency:** In the event of an emergency or where Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service the County during an emergency or declared disaster under the same terms and conditions that apply during non-disaster circumstances. The pricing quoted within shall apply to servicing the County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services as required by and under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/service during an emergency or a declared disaster shall not be permitted. In the event that a disaster is declared, emergency purchase order numbers will be assigned. These numbers will be used in addition to the Contract number. The emergency purchase order number will have an alpha designation of "MHE" and will be followed by a series of eight numbers. All applicable invoices shall show both the emergency purchase order number and the Contract number.~~
- ~~32. **Re-procurement Costs:** In the case of default by Contractor, the County of Orange may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County the difference between the price agreement cost and the price paid. The price paid by the County of Orange shall be the prevailing market price at the time such services are rendered. This is in addition to any other remedies available under law.~~
- ~~33. **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.~~

- ~~34. **Secured Facility Requirements:**~~

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- ~~A. Background Checks: All personnel to be employed in performance of the work under this Contract shall 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. The County reserves the right to require additional background check for the employees assigned to the awarded contract at no cost to the Contractor.~~
- ~~B. Contractor shall prepare a list of all persons assigned to the Social Services Agency (SSA) Contract and submit an information form to the SSA Property Manager 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 SSA Property Manager or designee, upon request, and will be screened by the County (or by SSA).~~
- ~~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 on this work that has not received prior clearance from the County.~~
- ~~F. The County need not give a reason clearance is denied.~~

- ~~35. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.~~

~~The contractor's project manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are these individuals who report directly to the contractor's project manager.~~

- ~~36. **Reports/Meetings:** The contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the contractor's project manager will meet on reasonable notice to discuss the contractor's performance and progress under this contract. If requested, the contractor's project manager and other project personnel shall attend all meetings. The contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.~~

- 1. 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 requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
- 2. Correspondence to Buyer:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned buyer. Correspondence not directed through the buyer for resolution will not be regarded as valid.
- 3. Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
- 4. Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.
- 5. Re-Procurement Costs:** In the case of default by Contractor, the County of Orange may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County

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the difference between the price agreement cost and the price paid. The price paid by the County of Orange shall be the prevailing market price at the time such services are rendered. This is in addition to any other remedies available under law.

- 6. State Funds - Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.
- 7. Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
- 8. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 9. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the contractor. Upon termination County agrees to pay the contractor for all services performed prior to termination which meet the requirements of the contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the contract. Upon termination or other expiration of this contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the contract. In addition, each party will assist the other party in orderly termination of this contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
- 10. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

- 11. 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 Contractor's Contract with the County. 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's must be in accordance with the requirements of California Code of Regulations. The MSDS for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

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

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12. 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.

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

FOR COUNTY:	FOR CONTRACTOR:
County of Orange	Property Building Maintenance Services
SSA/Procurement Services	227 W. Douglas Avenue
500 State College Blvd., 5th Floor	El Cajon, CA 92020
Orange, CA 92868	Attn: Elizabeth Sandoval
Attn: Evelyn Yambao	Telephone: (619) 401-0949
Telephone: (714) 541-7719	Email: esandoval.pbms@gmail.com
Fax: (714) 541-7772	Mobile: (619) 581-2840 Ramon Cervantes

COPY TO:
County of Orange
SSA/Facilities Services
Address: 500 State College Blvd.,
Orange, CA 92868
Attn: Mike Smith
Telephone: (714) 245-6031

14. County Of Orange Child Support Enforcement (Within 30 Days Of Award Of Contract): In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award

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of contract, the contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required or 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.

15. Project Manager, County: The County shall appoint a project manager to act as liaison between the County and the contractor during the term of this contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the contractor.

The County's project manager shall have the right to require the removal and replacement of the contractor's project manager and key personnel. The County's project 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 project manager. The County's project manager shall review and approve the appointment of the replacement for the contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

16. Contractor's Project Manager and Key Personnel: Contractor shall appoint a project manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The contractor's project manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the contractor's project manager.

17. 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 assigned buyer must be notified in writing, within seven 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 days prior to any changes in this procedure.

18. 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.

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19. News/Information Release: The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.

20. Breach of Contract: The failure of the contractor to comply with any of the provisions, covenants or conditions of this contract shall be 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:

A. Afford the contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;

B. Discontinue payment to the contractor for and during the period in which the contractor is in breach; and

C. Offset against any monies billed by the contractor but yet unpaid by the County those monies disallowed pursuant to the above.

21. Disputes – Contract:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this contract is not disposed of in a reasonable period of time by the contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. The contractor shall submit to the agency/department assigned buyer 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.

2. 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.

B. 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 Purchasing Agent or his 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 year following the accrual of the cause of action, whichever is later.

22. Parking for Delivery Services: The County of Orange will not provide free parking for delivery services.

23. Secured Facility Requirements:

A. **Background Checks:** All personnel to be employed in performance of the work under this Contract shall 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. The County reserves the right to require additional background check for the employees assigned to the awarded contract at no cost to the Contractor.

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- B.** Contractor shall prepare a list of all persons assigned to the Social Services Agency (SSA) Contract and submit an information form to the SSA Property Manager 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 SSA Property Manager or designee, upon request, and will be screened by the County (or by SSA).
- 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 on this work that has not received prior clearance from the County.
- F.** The County need not give a reason clearance is denied.

24. Displaced Janitor Opportunity Act: Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act applied to contracts entered into on or after January 1, 2002.

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

The awarding authority shall notify a contractor when a contract has been terminated or will be terminated and shall indicate whether another service contract will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract. If the terminated contractor has not learned the identity of the successor contractor, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as the successor contractor has been selected. The requirements of this paragraph shall be equally applicable to all subcontractors of a terminated contractor.

A successor contractor shall retain for a 60-day transition employment period employees who have been employed by the terminated contractor for the preceding four months or longer at the site or sites unless the contractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

The successor contractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. The successor contractor or successor subcontractor is not required to pay the same wages or offer the same benefits as were provided by the prior contractor or subcontractor.

If at any time the successor contractor determines that fewer employees are needed to perform services than the terminated contractor, the successor contractor shall retain employees by seniority within the job classification.

The successor contractor shall provide a list of its employees that indicates which of these employees were employed at the site by the terminated contractor and a list of any of the terminated contractor's employees who were not retained by the successor contractor, stating the reason these employees were not retained. During the 60-day transition employment period, the successor contractor shall maintain a preferential list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

During the initial 60-day transition employment period, the successor contractor shall not discharge any employee retained pursuant to this section without cause. At the end of the transition employment period, a successor contractor shall provide a written performance evaluation to each employee. The successor

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contractor shall offer the employee continued employment if the employee's performance during the transition period is satisfactory. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

- 25. California Public Records Act:** This Contract, the Contractor's response and the purchasing file are subject to public disclosure as permitted by the California Public Records Act. Regardless of any identification otherwise, including marking of pages in the Contractor's response, this Contract, or the purchasing file as "confidential" or "proprietary," all such information shall become a part of the public record. The County shall not in any way be liable or responsible for the disclosure of any such records.
- 26. 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.
- 27. 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:
- A. 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).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - e. The dangers of drug abuse in the workplace;
 - f. The organization's policy of maintaining a drug-free workplace;
 - g. Any available counseling, rehabilitation and employee assistance programs; and
 - h. Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - c. Will receive a copy of the company's drug-free policy statement; and
 - d. 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:

- 3. The Contractor has made false certification, or
 - 4. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 28. Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or sub-contract 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 sub-contract, this Contract shall prevail and the terms of the sub-contract 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 sub-contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

- 29. Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions

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shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

- 30. Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
- 31. Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract (such as those provisions set forth in the recitals and articles of this Contract), then the attachments.
- 32. Waivers-Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 33. Records:** 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 the County of Orange for a period of seven years. Storage of records in another County will require special approval from the County Purchasing Agent.
- 34. Flagmen - Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic, parking or the public, Contractor shall furnish, erect and maintain at Contractor's expense and without cost to the County, flagmen and/or control devices as are necessary to prevent accidents, damage or injury. Contractor shall comply with County directives regarding potential hazards. Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic. Contractor shall comply with the state of California Vehicle Code, Article 2, Section 21400 and the state of California Business, Transportation and Housing Agency Department of Transportation Manual of Traffic Controls, Chapter 5, Control of Traffic through Work Zones published by the state of California Department of Transportation.
- 35. Declared Emergency:** In the event of an emergency or where Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service the County during an emergency or declared disaster under the same terms and conditions that apply during non-disaster circumstances. The pricing quoted within shall apply to servicing the County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services as required by and under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/service during an emergency or a declared disaster shall not be permitted. In the event that a disaster is declared, emergency purchase order numbers will be assigned. These numbers will be used in addition to the Contract number. The emergency purchase order number will have an alpha designation of "MHE" and will be followed by a series of eight numbers. All applicable invoices shall show both the emergency purchase order number and the Contract number.
- 36. 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.

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37. Reports/Meetings: The contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the contractor's project manager will meet on reasonable notice to discuss the contractor's performance and progress under this contract. If requested, the contractor's project manager and other project personnel shall attend all meetings. The contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

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SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

~~THE QUAKLEEN CORPORATION, INC.*~~

By	_____	By	_____
Print Name	_____	Print Name	_____
Title	_____	Title	_____
	Corporate Officer		Corporate Officer
Date	_____	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. 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.~~

~~COUNTY OF ORANGE~~

~~a political subdivision of the State of California~~

By	_____	Date	_____
Print Name	_____	Title	_____

~~Approved as to Form:~~

By:	_____	Date:	_____
	Deputy County Counsel		

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ATTACHMENT A SECTION III

SCOPE OF WORK

**PART I
DEFINITIONS/PERFORMANCE OF WORK
FOR JANITORIAL AND DAY PORTER SERVICES**

I. INTRODUCTION

Orangewood Children and Family Center (OCFC) is a full service center, which includes:

- Emergency shelter facility for abused and neglected children
- Family Visitation Center
- First Step Assessment Center
- Child Abuse Services Team

In addition to the daily use for visitation and assessment, this facility houses children for the purpose of caring for their physical and emotional needs on a short-term emergency basis.

OCFC is operated by the Social Services Agency (SSA) and the housing quarters are under a license from the California Department of Social Services, Community Care Licensing Division. Staffed by County personnel, OCFC operates 24 hours a day, 7 days a week and must maintain health and safety standards for staff, families, and residents that are on the premises every day.

II. DEFINITIONS

County: The County of Orange, which is comprised for the purposes of this Contract as Social Services Agency, wherein the work is performed.

SSA/Orangewood Children & Family Center/Facilities Manager and Mechanics: Staff in charge of inspection and administration of this Contract.

Deputy Purchasing Agent: Designee of Director of the SSA/Purchasing authorized to act on their behalf in regards of this Contract.

Group Home: The living quarters of Orangewood Children & Family Center is designated as a California Licensed Group Home.

Interpretation: It is understood that the words "adequate", "necessary", "needed" or "required" as indicated in these specifications shall be construed to mean, "as determined by the County's Project Manager".

Daily: Shall be performed everyday, Monday through Sunday.

Weekly: Shall be performed once a week, Monday through Sunday

Every Two Weeks: Shall be performed once every other week.

Monthly: Shall be performed during the first full week of that month regardless of the number of days in that month.

Quarterly: Shall be performed 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 Agreement and all subsequent quarters shall commence on three (3)-months intervals thereafter.

Semi-Annually: Shall be every six (6)-months. All work to be performed on a semi-annual period basis shall be performed during the third week of the first month of the semi-annual period. The first semi-annual period shall

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commence upon the effective date of the Agreement and all subsequent semi-annual periods shall commence on six (6)-months intervals thereafter.

Annually: Shall be performed once every twelve (12)-months.

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.

Dirt: Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.

Damp Mopping: Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all-purpose floor cleaner (and a disinfectant where required by the scope of work) with a dry-wrung out mop.

Disinfect: To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.

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.

Carpet Cleaning: Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufacturer's recommendations.

Dust Mopping: Removing dirt and debris from floor surfaces by use of a dust mop.

Easily Movable Items: Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less, or movable by one person.

Emergency Clean-ups: Cleaning up water from roof leaks and plumbing leaks.

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.

Glass: All exposed glass or glass surfaces except windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.

High Glass: Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.

Neat/Clean: Orderly, tidy and free from dirt, stains, dust and debris.

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.

Sealing (hard surface floors): After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.

Spray Buffing (hard surface floors): A process used to clean, eliminate heel marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.

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.

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

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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.

Sweeping: Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.

Walk-Off Mats: Mats made of various materials that are located inside and outside building entrances and throughout the building.

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.

Wet Mopping: Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all-purpose detergent solution (and disinfectant where required by the Contract Scope of Work).

Windows: Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows; after exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

III. SPECIFICATIONS FOR JANITORIAL SERVICES

A. Services to be provided

The Contractor shall provide Janitorial Service, seven days per week, including weekends and holidays.

B. Facility Description

1. Location

The Janitorial Services are to be performed at the following location:
Social Services Agency/OCFC
401 The City Drive
Orange, CA 92868.

2. Square Footage/Traffic Volume

The facility includes:

- Six (6) residential group home cottages that are approximately 4,200 sq. ft to 5,940 sq. ft. in size each, the living quarter part of the facility is a California Licensed Group Home with a bed capacity of 216
- Four (4) building school complex at approximately 13,200 sq. ft of interior space and 3,800 sq. ft. of exterior walkway
- Gymnasium consisting of 19,350 sq. ft
- Dining/Kitchen and Laundry consisting of approximately 9,200 sq. ft
- Four (4) training/bonus and resource rooms
- Administration building with approximately 14,000 sq. ft of office space
- Medical unit with over 5,000 sq. ft of space
- The total square footage to be cleaned is approximately 107,600 sq. ft.

SQUARE FEET BUILDING: APPROXIMATELY 107,600

Rubber Flooring	Vinyl Composition Tile	Ceramic Tile	Carpet	Total to be Cleaned	Avg #. of County Employees per day	Avg # of Customers per day
600	28,000	7,500	74,500	107,600	175	300

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NOTE: The preceding area approximate measurements for the building(s) are provided solely for informational purposes. There may be minor variations due to relocation of partitions or other modifications.

3. Hours of Operations

FACILITY OPERATIONS	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Unless noted, all Buildings at Orangewood to include residential buildings	24	24	24	24	24	24	24
Gymnasium, Bonus Rooms, Resource Room, Training Room & Visitation Center	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Laundry	6 AM to 6:30 PM	6 AM to 6:30 PM	6 AM to 6:30 PM	6 AM to 6:30 PM	6 AM to 6:30 PM	Closed	Closed
Dining/Kitchen	5 AM to 6:30 PM	5 AM to 6:30 PM	5 AM to 6:30 PM	5 AM to 6:30 PM	5 AM to 6:30 PM	5 AM to 6:30 PM	5 AM to 6:30 PM
William Lyon School Complex	6 AM to 3:30 PM	6 AM to 3:30 PM	6 AM to 3:30 PM	6 AM to 3:30 PM	6 AM to 3:30 PM	Closed	Closed
Administration & Buildings B and J	7AM to 8:30 PM	7AM to 8:30 PM	7AM to 8:30 PM	7AM to 8:30 PM	7AM to 8:30 PM	7AM to 8:30 PM	7AM to 8:30 PM

NOTE: Living quarters operate 24hrs, 7 days a week. Major cottage cleaning should be done while children are in school (8:30 a.m. to 2:30 p.m. Monday to through Friday) and during the graveyard shift.

C. Performance

The janitorial specifications defined below list the minimum level of service and frequency per scope of work. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely surface cleaning.

Specifically,

- Floors shall be waxed and buffed for a gloss shine
- Carpeted floors shall be completely and thoroughly vacuumed
- Windows shall be cleaned so that all film, smudges, and streaks are removed
- Restroom facilities cleaned, polished, and sanitized.

D. Building Cleaning Requirements

<u>Area:</u>	Volume of usage:	Service Frequency
Administration Building Reception Areas	Heavy	Daily

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<u>Area:</u>	Volume of usage:	Service Frequency
Public Restrooms	Heavy	Daily – Min. 2 times per shift
All building Restrooms	Heavy	Daily – Min. 2 times per shift
Administration Building Staff Lounge Area	Heavy	Daily
Administration Building General Office Area	Moderate to Heavy	Daily
Cottages support buildings/Staff Offices	Moderate	Daily
Administration Building Conference Rooms	Light to Moderate	Daily
Administration Building Interview Areas	Moderate to Heavy	Daily
Cottages (Living Quarters)	Heavy	Daily – Min. 2 times per shift
Dining Hall	Heavy	Daily
Gymnasium Building	Heavy	Daily
Administration Building Medical Unit	Heavy	Daily
Training, Resource and Bonus rooms	Moderate	Daily
School Administration rooms	Moderate to Heavy	Daily
School Classrooms	Heavy	Daily
Kitchen	Heavy	Daily
Linen Room Building	Heavy	Daily

1. LIVING QUARTERS AND OTHER AREAS TO BE SERVICED

The Living Quarters operates 24hrs, 7 days a week. Major cottage cleaning should be done while children are in school (Monday to Friday 8:30 a.m. to 2:30 p.m.) and during the graveyard shift.

a. Daily

- i. Vacuum all carpeted floors in corridors, living areas of cottages and other similar high use locations. Remove spots from carpets as needed using Mannington Commercial Textile solution.
- ii. Sweep/dust and damp mop all floors using a Mannington Commercial Textile cleaner or vacuum vinyl composition tile in all areas. Remove spots present with a mild nylon pad. Leave floor residue free.
- iii. Vacuum, dust mop and/or damp mop interior stairwells. Remove debris.
- iv. Spot clean windows and doors inside and out, including metal. Clean entire surface of reception areas, entry door areas, windows in lobbies, glass in control and reception areas, and throughout the facility.
- v. Empty all wastebaskets and other trash containers and carry trash to designated area.
- vi. Clean all wastebaskets and other trash containers inside and out.
- vii. Clean all sinks, counters, and tabletops.
- viii. Clean and polish all drinking fountains.
- ix. Wash down and disinfect all outside entrance and exit areas, empty trash containers, vacuum entry rugs, clean and service ashtrays and sand urns in public areas and employees' patio.
- x. Clean, wipe down all surfaces, vacuum and remove debris elevator cab in the Administration building.
- xi. Inspect entire exterior of premises including landscaped areas, sidewalks and drains. Remove/pick-up debris as necessary. Empty and clean all trash containers. Clean handrails.

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- xii. Clean and disinfect all doorknobs, sink hardware, drinking fountains, Reception/Control/Medical Unit counter tops, door brake bars with an approved germicidal cleaner.
- xiii. Remove any graffiti from walls and other areas. Report any un-removable graffiti to Facility Manager or designee immediately.

b. Weekly

- i. Thoroughly vacuum all carpeted areas, including detailed vacuuming in areas where normal vacuuming does not reach. Replace all furniture and/or accessories moved to accommodate vacuuming.
- ii. Clean all chalkboards/message boards and/or trays except where text has not been erased by tenant.
- iii. Dust/wipe, with treated cloth, all horizontal surfaces including desks, chairs, tables, telephones, file cabinets, windowsills, shelves, lamps, partitions, ledges, partition frames ledge sills, molding and other cottage or office furniture. Spot clean as necessary. All papers, equipment etc. shall not be removed or disturbed.
- iv. Clean all vertical surfaces, bright work and fixtures to remove soil. Pay special attention near switch plates, waste receptacles, door handles and frames.
- v. Spot clean Naugahyde and other plastic-covered furniture.
- vi. Clean, vacuum and remove all marks and stains from upholstered furniture and counters and tables.
- vii. Wash down outdoor play areas/equipment, BBQ counters, patio furniture and other similar equipment. Clean outdoor carpets with a germicidal cleaner.
- viii. Brush and clean ceiling vents and grills, floor, wall, and partition surfaces, and door vents; remove grill to clean inside vents.

c. Every two weeks

- i. Spot clean walls and partitions, including partition glass.
- ii. Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, and staircases.
- iii. Clean/shampoo all carpets in living rooms and corridors; Administration reception and stairs; Administration Intake lobby, School classrooms and control on a schedule approved by the Facility Manager or designee. Spot clean carpets as necessary. Carpets shall be cleaned per manufactures' specifications. Extraction type machines - No circular scrubbing or bonnet type machines shall be used.
- iv. Wash all wastebaskets and rubbish containers, wipe down, and replace plastic liners (Replace liners more frequently if soiled or damaged).

d. Monthly

- i. Strip, machine scrub and disinfect all vinyl composition tile floors and baseboards. Apply a minimum of two coats of manufacturer suggested sealer.
- ii. Machine scrub, disinfect all ceramic tile floors, and grout with a manufacturer approved cleaner. Remove all traces of past residue. Do not apply a buff floor finish to any ceramic floor tile.
- iii. Wash patio area outside employee lounge at the Administration building.

e. Semi-annually

- i. Clean all glass windows and doors inside and out and wash all window screens.
- ii. Clean interior and exterior window ledges.
- iii. Clean all vertical and horizontal blinds.

f. Annually

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- i. Clean and seal all ceramic tile grout with approved grout sealer.

A. DINING ROOM AND KITCHEN:

NOTE: Daily sweeping and mopping of kitchen area will be done by the kitchen personnel.

a. Daily

- i. Clean windows and doors inside and out, including metal.
- ii. Clean and polish all drinking fountains, inside and outside of the building.
- iii. Sweep and mop dining room floor with floor cleaner.
- iv. Clean kitchen supervisor's office.
- v. Clean restrooms in dining room and kitchen areas.

b. Every two weeks

- i. Clean doors, door facings, and walls free of kick marks, finger marks, and other spots.
- ii. Machine scrub receiving area with a disinfectant deodorizing solution.
- iii. Clean counter tops and cabinet areas of BBQ outside dining room.

c. Monthly

- i. Remove spots and marks from all areas in dining and kitchen floors.
- ii. Scrub, wax and buff or apply non-buff floor finish to all floors including kitchen area.

d. Quarterly

- i. Brush and clean all ceiling vents and grills.

B. RESTROOMS/SHOWER ROOMS – All buildings:

a. Daily/At least twice per day minimum

- i. Clean, disinfect, and deodorize toilets, urinals, wash bowls, sanitary napkin dispensers, lavatory tops and baby changing shelves with an approved germicidal cleaner and acid base chemical to remove any water deposits or stains.
- ii. Clean toilets and urinals using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable.
- iii. Clean, disinfect, and deodorize shower stalls.
- iv. Clean all doors, handles, partitions, windows, and walls.
- v. Clean and refill soap, towel, toilet tissue, ~~sanitary napkins, tampons~~, paper cups, and toilet seat cover dispensers. Sufficient extra supplies shall be provided to last until next servicing.
- vi. Empty and clean waste paper containers inside and out and change waxed bag in sanitary napkin disposal receptacles.
- vii. Clean and polish mirrors.
- viii. Add water and disinfectant to all floor drains.
- ix. Sweep and clean floor, including wet mopping to include all accessible corners of the room.
- x. Unstop common toilet stoppages with plunger.

b. Weekly

- i. Clean and wet-wipe down walls around plumbing fixtures, toilet compartment partitions, partition doors, and door hardware and around doorframes.
- ii. Clean metal kick plates and pull bars.

Note: Shower rooms, toilets and urinals shall be cleaned using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are

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acceptable. Rings in toilet bowls and molds & mildew in shower rooms are not acceptable.

c. Every two weeks

- i. Machine scrub and disinfect floors with an approved hospital cleaner. Seal all vinyl composition tile floors with a minimum of two (2) coats of sealer.
- ii. Clean vents, including removal of vent plate and brush and vacuum around and into duct.
- iii. Dust blinds (where applicable).
- iv. Maintain and refill air freshener units.
- v. Clean all light lenses, exterior only.

C. GYMNASIUM:

a. Daily

- i. Sweep/dust and mop gymnasium floor including stage area and bleachers.
- ii. Clean and disinfect gym kitchen floors including wet mopping with manufacturer-approved cleaners, to include all accessible corners of the room.
- iii. Clean and refill soap, towel dispensers in kitchen area. Sufficient extra supplies shall be provided to last until next servicing.
- iv. Clean all restroom/shower rooms (see **RESTROOMS/SHOWER ROOMS** schedule)

b. Weekly

- i. Add water and disinfectant to all floor drains.
- ii. Spot clean all doors, handles, partitions, windows, and walls.

c. Monthly

- i. Deep clean gym floor with manufacturer approved cleaners using approved method.
- ii. Clean vents, including removal of vent plate and brush and vacuum around and into duct.
- iii. Clean all light lenses, exterior only.

d. Quarterly

- i. Wash, polish and buff gymnasium floor.

D. CUSTODIAL CLOSETS:

a. Daily

- i. Custodial closets must remain closed at all times. Keys are to be picked up by the Contractor's staff at the Control Desk on a daily basis and returned at the end of the Contractor's staff shift.
- ii. Custodial closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection.
- iii. The floor/wall sinks, whether porcelain or stainless steel are to be kept clean and polished at all times.
- iv. All containers shall be properly labeled as to contents. If any toxic materials must be stored, it shall be labeled with name and proper antidotes.
- v. Any and all flammable liquids shall be kept off County premises. Rags and other flammable solids shall be kept in state fire marshal approved containers.
- vi. Contractor shall ensure all janitorial pails are emptied of dirty water daily.
- vii. All buckets, wringers, mop sinks; other tools and equipment shall be kept clean and free of objectionable odors.
- viii. No Janitorial supplies can be left unattended at any time. The Contractor shall keep all tools, equipment and supplies left on the job site in the janitor's storage closet and not in any other part of the building.

IV. SPECIFICATIONS FOR PORTER SERVICES

The Contractor shall provide Porter Services 7-days per week, Sunday through Saturday 16 hours per day.

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A. Performance

Porter Services shall include providing immediate attention during normal working hours to contract-related services including but not limited to the removal of hazards, such as, spills and/or broken glass, minor repair work, refilling supplies, and general facility upkeep.

B. Porter Requirements

All of the work performed by the Porter shall be in addition to and not a substitute for any regular custodial operation.

1. Hours of service

The Porter(s) shall work 2, 8-hour shifts daily to provide 16-hour service Sunday through Saturday. Each shift should include one (1) ½-hour lunch and two (2) fifteen (15) minute breaks during each shift.

2. Substitute Porter

Contractor shall provide full service during all of the hours designated for the performance of this work and shall provide a suitable screened substitute Porter if the regular Porter is unavailable. If substitute porter is used they shall have the same basic skills and be familiar with the responsibilities required of the "regular" porter.

3. Supervision

The Porter is considered the lead Janitorial person which facility personnel may contact to make service requests.

The Porter shall sign in and sign out at the Control Desk.

SSA Orangewood Children & Family Center Facilities Manager or designee will prepare a listing of regular tasks and a corresponding schedule based upon anticipated work to be performed during the day.

4. Identification

In addition to the required company clothing, including a shirt with company designation on it, the Porter shall wear an easy to read name badge as further identification.

5. Communication

The Contractor shall furnish and maintain a radio/cell phone system such that the Porter can and shall respond immediately to notification by SSA Orangewood Children & Family Center Facilities personnel.

6. Basic skills

The Porter shall:

Be knowledgeable of general janitorial practices including correct and appropriate application of all chemicals, use of all cleaning machines and tools, and all contractor-provided tools.

Be able to speak and write effectively in English. Possess general repair/maintenance skills.

Work productively, unsupervised and with a minimum of direction.

7. Performance Specifications

The Porter shall immediately respond to all requests by SSA Orangewood Children & Family Center Facilities personnel for immediate health and safety hazards, the Porter shall take immediate action, with or without direction from the SSA Orangewood Children & Family Center Facilities Manager or other staff. When appropriate, Porter shall take necessary actions to prevent further damage or limit hazard, until repair personnel arrive, such as turning off water, power etc.

Additionally, the Porter shall:

- a. Regularly (minimum 3-times per shift or as needed) inspect and service all restrooms to insure that the floors and walls remain clean and free from debris and to insure that all dispensers are full.

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- b. Inspect and clean all public hallways, corridors, entrances and exits to remove any and all accumulations or dirt and /or debris and to clean any spills. The Porter shall clean all ashtrays/sand urns and shall empty all trashcans that are near full during each shift.
- c. Perform minor repairs when asked or when necessary. Porter shall inform the SSA Orangewood Children & Family Center Facilities Manager of repair needs that are not minor or require expert skills or special tools.
- d. Report any building or equipment deficiencies to SSA Orangewood Children & Family Center Facilities Manager. The Porter shall give a full description of the required work, its location and any additional information that will aid in the prompt and economical repair of said deficiency. Porter shall post signs or barricades to restrict access and inform clients/personnel of hazards as appropriate.
- e. Move furniture, boxes, supplies, etc. as required, up to 50 pounds in weight.

8. Supplies

The Contractor shall furnish and have readily available to the Porter all cleaning supplies, cleaning tools/equipment, and paper products required for performance of this work. These items will be stored in the Custodial Closet.

The Contractor shall also furnish a tool box containing a basic set of tools, i.e., a set of screwdrivers (slot and Phillips of various sizes), a hammer, a set of adjustable wrenches (six, eight and twelve inch), a pipe wrench, a set of combination wrenches (three-eighths inch to one inch), drill motor and drill bits, small hand saw, pliers, scissors, and tape measure, at a minimum. The Contractor shall be responsible for maintaining and supplying the tools and toolbox.

All equipment and supplies necessary to carry out the terms of this Contract *shall be provided by and at the sole expense of the Contractor.*

**PART II
SERVICE STANDARDS
FOR JANITORIAL AND DAY PORTER SERVICES**

V. SERVICE STANDARDS TO BE MAINTAINED FOR JANITORIAL AND PORTER SERVICES

The following are minimum standards to be maintained for the duration of this contract.

A. General Conditions

1. Intent

It is the intent of these specifications that the Contractor will maintain the premises at an optimum level of cleanliness at all times. These specifications, therefore, shall be a guide for, rather than a limitation to, the services required to effectively maintain the premises. If SSA Orangewood Children & Family Center Facilities Manager or designee considers the level of cleanliness at any time to be unacceptable, then the Contractor shall be required to effect prompt action to overcome such unacceptable condition(s) and any additional cost resulting from such action shall be borne solely by Contractor.

B. Security Consideration

1. Screening

All personnel employed by Contractor to perform services hereunder shall be pre-screened as to their background and previous work records to ensure that only persons of integrity will be employed by Contractor. The awarded Contractor will incur the cost of the background checks for the contractors and their employees. In addition, Contractor shall be responsible for reviewing with all contractors' employees as specified in the "Instructions to All Contractors and Contractors Employees" Exhibit 5-2: Orangewood Children and Family Center Security Clearance

2. Parking

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All personnel employed by Contractor shall park in the Manchester Visitor Parking Structure at Contractor's expense. Monthly parking cards can be purchased for \$65.00 each from OC Public Works/parking administration. More information to be provided to awarded vendor.

3. Health

All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

4. Removal of Contractor personnel

The County reserves the right to require the removal of specific Contractor personnel from providing services under this Contract. The County is not required to provide any reason for requesting the removal of any specific personnel.

5. Loitering/Solicitation

Contractor personnel shall not loiter on or about the premises during unscheduled hours and shall not solicit "odd jobs", extra work or, in any manner, harass or annoy tenants of the premises.

6. Telephones

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

To report need of contact to Control at 714-935-7040 and/or medical aid, fire, or need of law enforcement, use 9-911.

Any calls to any number other than Control and 9-911 will be considered a violation of this Contract and grounds for Contract action.

7. Staff

Unauthorized persons other than janitorial personnel will not be allowed to enter the building. Children, friends, relatives, etc. will not be authorized entry into the facility.

8. Damage

Contractor shall immediately report all security conditions and occurrences out of the norm to the Orangewood's Control desk located in the Administration Building, including broken windows, vandalism, and/or other facility damage.

9. Restrictions

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

10. Radios

Contractor's employees shall not use any of the County-owned two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of this Contract.

C. Schedules and Staffing

1. Daily Services

All daily services shall be performed seven (7) days per week, scheduled during the hours directed or with written approval by SSA/ Orangewood Children & Family Center Facilities Manager or designee

2. Periodic Services

All periodic services shall be performed within the frequencies listed in these specifications.

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3. Staffing

Contractor shall furnish to SSA Orangewood Children & Family Center Facilities Manager or designee a written schedule for each position used in cleaning the premises, indicating coverage by hours for each day and shift.

Contractor's proposed staff at peak capacity shall be the minimum numbers of personnel supplied by Contractor under such conditions. Reductions in Contractor staff shall be accomplished in a manner proportionate to reduction in building occupancy and use, subject to SSA Orangewood Children & Family Center Facilities Manager or designee's approval.

No allowances will be granted to compensate for additional personnel required to satisfy the optimum cleaning requirement of this agreement.

4. Emergency Back-up Staff

Contractor shall maintain and show evidence of an adequate pre-screened back-up force and supervisory staff ready to assist SSA/ Orangewood Children & Family Center Facilities Manager or designee immediately in the event of flood, fire, natural/man-made disaster or any other emergency. It shall be the Contractor's responsibility to ensure that adequate coverage is provided.

5. Back-up for Daily Services

It shall be the Contractor's responsibility to provide screened back-up staff whenever regular crew cannot be present.

6. Supervision

Contractor will provide an available management level supervisor to assure adequate supervision of all Contractor personnel on all shifts. Supervisors shall have been trained in supervision as well as technical training in Janitorial and Porter Services. Said supervisor shall be able to communicate effectively in both written and oral English. Contractor shall maintain and show evidence of an adequate management level supervisory staff who shall make periodic scheduled and unscheduled visits to the premises, a minimum of once a week both during building operating hours and when nightly cleaning services are being performed. The purpose of such visits is to ensure the maintenance of the optimum level of cleanliness and proper communication with SSA Orangewood Children & Family Center Facilities Manager or designee.

The supervisory staff will also be responsible for the following:

Remain available on request by SSA Orangewood Children & Family Center Facilities Manager or designee to respond to complaints of any nature relating to activities of the cleaning staff.

Immediate communication of all accident, damage or emergency reports to SSA Orangewood Children & Family Center Facilities Manager.

Secure access and lighting where necessary and instruct cleaning staff in efficient use of lighting on a task-oriented basis.

7. Training

Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

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8. Number of hours for service

SCHEDULE AND HOURS FOR SERVICE	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Regular facility hours is available for Janitorial Services *	Varies	Varies	Varies	Varies	Varies	Varies	Varies
Required # of hours for Janitorial Services	32 hrs	32 hrs	32 hrs	32 hrs	32 hrs	32 hrs	32 hrs
Required # of hours for Porter Services	16 hrs	16 hrs	16 hrs	16 hrs	16 hrs	16 hrs	16 hrs
Required # of hours for Floor Waxing/Carpet Cleaning	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	-	-

*Note – Actual schedule to be coordinated with Facility Manager

9. Staffing requirement

MINIMUM NUMBER OF STAFF REQUIRED	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1 Porter 2 Janitors	7:00a TO 3:00p	7:00a TO 3:00p	7:00a TO 3:00p	7:00a TO 3:00p	7:00a TO 3:00p	7:00a TO 3:00p	7:00a TO 3:00p
1 Porter 2 Janitors	3:00p TO 11:00p	3:00p TO 11:00p	3:00p TO 11:00p	3:00p TO 11:00p	3:00p TO 11:00p	3:00p TO 11:00p	3:00p TO 11:00p
1 Waxer/Carpet Cleaner	6:00p TO 2:00a	6:00p TO 2:00a	6:00p TO 2:00a	6:00p TO 2:00a	6:00p TO 2:00a	-	-

NOTE: The above time periods include a provision for a 30 minute lunch period per shift.

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D. Equipment and Supplies

1. Environmental Protection

Contractor agrees that, when possible, they will use green/eco-friendly cleaning materials and that all cleaning materials used on the premises will be those certified biodegradable and will return to their natural state/form within fifteen (15) days after entering the sewage system. Contractor will abide by any and all State and Federal environmental protection regulations existing or hereafter enacted during the term of this contract.

2. Material Safety Data Sheets (MSDS)

Contractor shall post and provide Facility Manager or designee, copies of MSDS for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all-secondary type plastic bottles or containers.

3. Quality of materials

SSA Orangewood Children & Family Center Facilities Manager may require Contractor to furnish data and/or samples of chemicals or cleaning agents that Contractor is using or intends to use on the premises. SSA Orangewood Children & Family Center Facilities Manager, at its sole discretion, may prohibit use of any such chemical or cleaning agent and Contractor will be required to provide an alternate chemical or agent that is acceptable.

4. Equipment

All cleaning equipment shall be of the latest type and consistent with best cleaning practices. All equipment shall be new or kept in good working order at all times and shall be replaced when obsolete or defective. Any modification to equipment that is directed by SSA Orangewood Children & Family Center Facilities Manager to prevent damage to any architectural finish of the premises will be at Contractor's expense. Contractor shall furnish a detailed inventory of all equipment provided pursuant to this bid.

5. Supplies

Contractor shall purchase and furnish all supplies. The following is the quality standard for all such supplies and is subject to change at Facility Manager's written request:

HAND TOWELS	Georgia Pacific Envision C-fold Paper Towels or equivalent to fit current Orangewood dispensers
TOILET TISSUE	Georgia Pacific Envision 2 Ply Toilet Tissue or equivalent
SEAT COVERS	Healthgards Green Half-Fold Seat Covers or equivalent
TAMPONS	Tampax or equivalent to fit current Orangewood dispensers
SANITARY NAPKINS	Maxi thin Feminine Hygiene Pads or equivalent to fit Orangewood dispensers
HAND SOAP	Waxiecare 2000 Antibacterial Lotion Soap or equivalent to fit current Orangewood dispensers
URINAL SCREEN	Airworks Citrus Grove Urinal Screen or equivalent
ALL-PURPOSE CLEANER	Waxie Solsta 142 Green Cleaner / Degreaser or equivalent
BATHROOM CLEANER	Waxie Green Mild-Acid Bath & Grout Cleaner or equivalent
WINDOW CLEANER	Waxie Solsta 542 Green Glass and Surface Cleaner or equivalent
DISINFECTING /DEODORIZING CLEANER	Waxie Spring Clean Disinfectant or equivalent
CARPET CLEANER	Envirox Carpet Complete Carpet Cleaner or equivalent as approved by

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	Mannington Flooring	
CARPET SPOT CLEANER	Envirox Quick-Spot Carpet & Upholstery Spot Cleaner or equivalent	
FLOOR CLEANER	Waxie Green Neutral Cleaner or equivalent	
FLOOR FINISH	Waxie Green High Gloss Floor Finish or equivalent	
FLOOR STRIPPER	Waxie Wax Buster Stripper or equivalent	
FURNITURE POLISH	Waxie Green Furniture Polish or equivalent	
METAL POLISH	Waxie Green Stainless Steel Polish or equivalent	
GROUT SEALER	Tilelab Surfacegard Penetrating Sealer or equivalent	
AIR FRESHENER	Waxie automatic aerosol or equivalent	
PLASTIC LINERS FOR TRASH CONTAINERS BY SIZE	12x8x4	1 mil.
	16x14x37	1.4 mil
	15x9x24	1 mil.
	23x10x40	1.4 mil.
	15x9x33	1 mil.
	23x17x48	1.4 mil.
	40 x 48	1 mil.

E. Quality Control/Inspection

Contractor, or Contractor's designated management level supervisor, shall accompany SSA Orangewood Children & Family Center Facilities Manager or designee on an inspection of the premises as needed to monitor, maintain or cause improvement to Contractor's performance standards hereunder.

Contractor will utilize any forms, rating or reporting systems developed or deemed necessary by Facility Manager or designee.

Contractor will cooperate with Facility Manager or designee in adjusting workloads, job descriptions, scheduling, specifications, staffing, costing and any other management procedures directed by Manager.

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.

Schedule of Deductions

~~The Schedule of Deductions, as specified in Attachment C, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor's associated cost for each service task identified is specified in the Schedule of Deductions.~~

~~In the event that the County finds, in a scheduled or random inspection, that the 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 section, Attachment C, Item B. The amount of the invoice deduction for an individual service shall not exceed the amount listed in the Schedule of Deductions and it will be subject to proration according to the inspection findings. Proration amount shall be determined upon mutual agreement between Facility Manager and Contractor.~~

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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.

The following performance standards shall be used to evaluate services:

DAMP MOPPING	Satisfactory when floor is free of dirt, dust soil, streaks and standing water.
DUSTING	Satisfactory when surface is free of all cobwebs, dirt, dust, lint and streaks.
DUST MOPPING	Satisfactory when floor is free of cobwebs, debris, dust and lint.
GLASS CLEANING	Satisfactory when surface is without film smudges or streaks and has a uniformly bright appearance.
LIGHT FIXTURE CLEANING	Satisfactory when fixture and lenses (covers) are free of dirt, dust, film insects, lint and streaks.
POLICING	Satisfactory when all random litter, such as candy wrappers, cigarette butts, papers and etc., has been removed.
POLISHING	Satisfactory when surface is without deposits, oily films or tarnish and displays a uniformly bright appearance.
RECONDITIONING/REFINISHING	Satisfactory when surface and finish are bright, clear, glossy and skid resistant, free of scuffmarks and soil and adjacent surfaces are free of incidental residue.
SANITIZING	Satisfactory when surface is free of filth, odor or ineffective matter.
STRIPPING	Satisfactory when surface is free of all traces of old finish, embedded dirt, film, marks and stains.
SCRUBBING	Satisfactory when surface is free of imbedded dirt, film, marks, stains and standing water.
CLEANING/SPOT CLEANING	Satisfactory when surface is free of all deposits, soil, stains and is substantially free of cleaning marks.
SPRAY BUFFING	Satisfactory when surface finish is bright, clear and free of scuffmarks and soil and is substantially skid resistant.
SWEEPING	Satisfactory when surface is free of all debris, dirt and grit, except imbedded dirt.
VACUUMING	Satisfactory when carpet, fabric or other surface is free of debris, dust, loose threads and non-film soil.
WET MOPPING	Satisfactory when floor is free of dirt, dust, film, soil streaks and standing water.

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**ATTACHMENT B SECTION IV
COMPENSATION AND PAYMENT**

This is a fixed amount Contract between County and Contractor for Janitorial and Day Porter Services for SSA/Orangewood Children and Family Center, and the "not to exceed amount" for the three-year term of this Contract is \$564,753.

A. Compensation

~~**Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services as specified in the Attachment A/Scope of Work. The total not to exceed amount for this Contract is \$207,540.~~

Terms of Payment: Payment for all services shall be made to the Contractor within 30 calendar days of receipt of a valid invoice in a format acceptable to the County. The invoice must first be verified and approved by the using agency/department and is subject to routine processing requirements of the County.

~~**Payment terms – Invoices/Payment in Arrears:** Invoices are to be submitted in arrears for services rendered. Billing shall cover services not previously invoiced. Invoices are to be submitted to the user agency/department, to the "ship to" address, for verification and approvals. to the user agency/department to the ship to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.~~

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

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

B. Payment – Invoicing Instructions

~~The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each An acceptable invoice format will have a unique number and will shall include the following information:~~

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above Invoice number and date;
3. Name of County agency/department codes ordering services/goods;
4. Agency/department address Description of services, date ordered and service address
5. Contract Number MA-063-16011566
6. Federal Tax I.D. Number Total Invoice Amount
7. Date of order Contractor's federal taxpayer's ID number and
8. Service description Contractor's remittance address (if different from line A)
9. Total
10. Out-of-State vendors must include their California sales tax permit number.

Billing Address: All invoices bill to:

Contractor shall submit invoices for payment processing to the following address:

Orangewood Children and Family Center
Attn. Thanh Loan Nguyen
401 The City Drive
Orange, CA 92868

Invoice Submittal: Responsibility for providing an acceptable invoice rests with the Contractor.

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C. Payment Schedule

The Contractor's price per month for Janitorial Services shall include all work performed daily, weekly, every two weeks, monthly, quarterly, semi-annually, and annually. It shall also include full compensation for providing all labor, material, equipment, supplies and incidentals required for both the Janitorial and Porter services as specified in these specifications and no additional compensation will be allowed therefore.

Janitorial Services	\$11,475.48	/month
Porter Services	\$5,819.52	/month
Total Monthly	\$17,295.00	/month

Fixed Monthly Fees

1	Janitorial Services	\$ 5,687.54
2	Day Porter Services	\$ 6,000.00
3	Waxer / Carpet Cleaner	\$ 1,500.00
4	Paper supplies	\$ 2,500.00
	Total Monthly Cost	\$ 15,687.54
	Total Contract Amount	\$ 188,251.00

D. Schedule Of Deductions

The Schedule of Deduction, attached hereto as below, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor's associated cost for each service task identified is specified in the Schedule of Deductions.

In the event that the County finds, in a scheduled or random inspection, that the 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.

Performance: 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.

1. Schedule of Deductions

If deficient performance were found, then applicable deduction shall be made.

Monthly Service Tasks	Deductions for Each Item
General cleaning & dusting	\$ 1,743.06
Carpet cleaning	\$ 1,743.06
Window cleaning	\$ 1,743.06
Floor cleaning/spray buffing	\$ 1,743.06
Floor waxing/stripping	\$ 1,743.06
Restrooms and shower rooms	\$ 1,743.06
Paper and trash liner supplies	\$ 1,743.06
Supervision/staff	\$ 1,743.06
Trash removal	\$ 1,743.06

SIGNATURE PAGE FOLLOWS

**FOR
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**ATTACHMENT C
PRICE SHEET**

A. Price Breakdown

1. JANITORIAL SERVICES

General Janitorial (Labor)	\$ <u>7,759.36</u> /month
Floor workers	\$ <u>1,858.80</u> /month
Supervision	\$ <u>203.96</u> /month
Insurance/Benefits for above	\$ <u>847.37</u> /month
Supplies	\$ <u>677.66</u> /month
Indirect Expenses & Profits	\$ <u>128.33</u> /month
Total (A)	\$ <u>11,475.48</u> /month

2. PORTER SERVICES

Porter (Labor)	\$ <u>5,141.62</u> /month
Mon – Fri 1 st shift Porter #1	\$ <u>12.00</u> /hour
Mon – Fri 2 nd shift Porter #2	\$ <u>12.00</u> /hour
Sat, Sun 1 st shift Porter #3	\$ <u>12.00</u> /hour
Sat, Sun 2 nd shift Porter #4	\$ <u>12.00</u> /hour
Insurance/Benefits	\$ <u>677.90</u> /month
Total (B)	\$ <u>5,819.52</u> /month

3. TOTAL MONTHLY \$ 17,295.00 /month

B. Schedule of Deductions (See Attachment A Section V, § E Deficient Performance)

If deficient performance were found, then applicable deduction shall be made.			
General Dusting and Cleaning	\$2,300.41		/month
Window Cleaning	\$814.00		/month
Floor cleaning/spray buffing	\$418.43		/month
Floor waxing/stripping	\$3,550.00		/month
Trash removal	\$282.14		/month
Carpet cleaning	\$3,025.00		/month
Restrooms	\$1,085.00		/month
Supervision/Staff	\$203.96		/month
Supplies	\$677.66		/month

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SECTION V
SIGNATURE PAGE

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

PROPERTY BUILDING MAINTENANCE SERVICES LLC*

By	_____	By	_____
Print		Print	
Name	_____	Name	_____
Title	_____	Title	_____
	Corporate Officer		Corporate Officer
Date	_____	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. 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.

COUNTY OF ORANGE
a political subdivision of the State of California

By	_____	Date	_____
Print			
Name	_____	Title	_____

COUNTY OF ORANGE
COUNTY COUNSEL

Approved as to Form:

By	_____	Date	_____
	Deputy County Counsel		