

**CONTRACT MA-080-15011728
FOR
JANITORIAL SERVICES 405 WEST 5TH STREET**

THIS Contract, MA-080-15011728 for Janitorial Services 405 West 5th Street, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Omni Enterprise Incorporated, a State of California corporation (hereinafter referred to as "Contractor"); with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Janitorial Services under a fixed-fee Contract; and,

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

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

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

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Janitorial Services under a fixed-fee Contract.
2. **Term:** ~~The initial term of this Contract shall be effective July 1, 2015 and shall be in effect for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for four (4) additional years, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~ Contract shall be effective July 1, 2016 through June 30, 2020, unless otherwise terminated as provided herein.
3. **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.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

5. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 20. Notices, 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 Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within fourteen (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 Contractor personnel. Said approval shall not be unreasonably withheld.

6. **Contractor's Project Manager:** The Contractor shall appoint a Project Manager, as specified in Article 20, to act as liaison between the Contractor and the County and during the term of this Contract. The Contractor's Project Manager shall coordinate the activities of the Contractor staff assigned to work with the County.

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

7. **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.

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

9. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

10. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
11. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
12. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
13. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 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 offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
14. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's Project Manager as specified in Article 20. "Notices", such matter shall be brought to the attention of the County DPA by way of the following process:
 - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

- b. 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.
- c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or 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.
15. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
16. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.
17. **Delivery Parking:** The County of Orange will not provide free parking for delivery services.
18. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Project Manager and must also be sent to:
- County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702
19. **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 article 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 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.

20. **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.

County's Project Manager: OC Public Works/OC Facilities Maintenance & CUF
Attn: ~~Stephen Johsz~~ Jennifer Carroll
1143 East Fruit Street
Santa Ana Ca 92701
Phone: 714-667-4918-4942
Email: ~~stephen.johsz~~ jennifer.carroll@ocpw.ocgov.com

cc: OC Public Works/O & M-Procurement Services
Attn: Nancy Foroughi, CPPB, County DPA
2301 North Glassell Street
Orange, CA 92865
Phone: 714-667-4951
Email: ~~nancy.foroughi@ocpw.ocgov.com~~

Attn: Roy Aragon, County DPA
300 North Flower Street, 8th Floor
Santa Ana, CA 92703
Phone: 714-667-9747
Email: roy.aragon@ocpw.ocgov.com

Contractor: Omni Enterprise, Incorporated
Attn: Dante Perez
3040 East Mayfair Avenue, Suite 1
Orange, Ca 92867
Phone: 714-801-4092
Email: Omniclean@gmail.com

21. **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.
22. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing

or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.

23. **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.
24. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
25. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
26. **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.
27. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "54" below, and as more fully described in Article "54", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
28. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "54" below, it shall indemnify, defend and hold County and County

Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

29. **Assignment or Subcontracting:** 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 subcontracted 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.
30. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
31. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
32. **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.
33. **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.
34. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
35. **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.

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

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

All self-insured retentions (SIRs) 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 zero (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), which 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

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

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

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

Coverage

Commercial General Liability

Minimum Limits

\$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 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.

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 (7) 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 (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

37. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "54" 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.
38. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
39. **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..
40. **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.
41. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
42. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "54" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such

laws.

43. **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.
44. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
45. **Intentionally left blank.**
46. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
47. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
48. **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.
49. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
50. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
51. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
52. **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.
53. **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.

54. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
55. **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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

OMNI ENTERPRISE INCORPORATED * a State of California corporation

By: Omni Enterprise Inc
Print Name: Dante N. Perez
Title: President
Corporate Officer
Date: 4-30-2015

By: Omni Enterprise Inc
Print Name: Dante N. Perez
Title: Secretary
Corporate Officer
Date: 4-30-2015

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

By: [Signature]
Print Name: Nancy Foroughi
Title: Deputy Purchasing Agent
Date: July 1, 2015

APPROVED AS TO FORM:
County Counsel

By: [Signature]
Deputy
Date: 5.8.15

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

**ATTACHMENT A
SCOPE OF WORK**

I. GENERAL SCOPE OF WORK

Contractor shall, throughout the length of the Contract, provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform janitorial services at the OC Health Care Agency (HCA) Facility, 405 West 5th Street, Santa Ana, in a professional, systematic and thorough manner. These services shall include, but are not limited to, cleaning, washing windows (interior/exterior), vacuuming, sweeping, dusting, hard surface floor buffing, stripping, waxing and shampooing carpets and emergency clean-ups.

Services shall commence on the effective day of the Contract unless otherwise designated by the Project Manager or approved designee. Within 10 days of the effective date of the Contract, Contractor shall provide a mutually agreeable schedule to the County Project Manager or designee for services. Contractor shall notify the County Project Manager or designee of any deviation from the schedule.

II. MINIMUM REQUIREMENTS:

Contractor must have the financial stability to provide the services specified in this Contract for a period of 2 (two) months, as first payment will not be due for 2 months in accordance with Attachment B, Section VI.

III. DEFINITIONS

- A. **Daily:** Shall mean the period of normal work week, i.e., Monday through Friday, including Saturdays, Sunday and when necessary or so designated.
- B. **Weekly:** Shall mean per calendar week (Sunday – Saturday)
- C. **Bi -Weekly:** Shall mean every two weeks. It shall be per calendar month regardless of the number of days in the month.
- D. **Monthly:** Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.
- E. **Quarterly:** Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.
- F. **Annual:** Shall be once (1) per year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the Contract year.
- G. **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.

- H. **Dirt:** Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- I. **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.
- J. **Disinfect:** To completely flood the fixture, floor, etc, with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- K. **Spray Buffing:** A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- L. **Carpet Cleaning:** Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufactures recommendations.
- M. **Dust Mopping:** Removing dirt and debris from floor surfaces by use of a dust mop.
- N. **Easily Movable Items:** Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- O. **Emergency Clean-ups:** Cleaning up water from roof leaks and plumbing leaks.
- P. **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.
- Q. **Glass:** All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.
- R. **High Glass:** Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- S. **Neat/Clean:** Orderly, tidy and free from dirt, stains, dust and debris.
- T. **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.
- U. **Sealing (hard surface floors):** After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.
- V. **Spray Buffing (hard surface floors):** A process used to clean, eliminate heal marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- W. **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 Stair wells shall receive floor maintenance.

- X. **Stripping (hard surface floors):** Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.
- Y. **Sweeping:** Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- Z. **Walk-Off Mats:** Mats made of various materials that are located inside and outside building entrances and throughout the building.
- AA. **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.
- BB. **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).
- CC. **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.

IV. CONTROL OF WORK

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

- A. **Licenses:** Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
- B. **Changes:** Changes in the areas serviced and/or specifications may be necessary during the term of this Contract. Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by County's Project Manager in accordance with the Section XXIII "Additional Work" below, or authorized by amendment in accordance with Articles 24 and 39 of the County Contract Terms and Conditions.

V. BUILDING SECURITY

- A. **Keys:** County will issue such keys and/or key cards as necessary for access to the service locations. Contractor shall assume full responsibility for theft or loss of said keys/key cards and shall pay for re-keying all locks operated by the issued keys. Keys shall not be duplicated.

- B. Security System: The work area may be protected by limited access security systems. An initial access code number may be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.
- C. Facility Security: Contractor shall keep all doors locked while working in the building and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.
- D. Damage: Contractor shall immediately report all damage conditions and occurrences to the local police department or the Orange County Sheriff and to the OC Public Works/Central Utility Facility (714-834-3244), including broken windows, vandalism, and/or other facility damage.

VI. CONTRACTOR'S RESPONSIBILITIES

- A. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall research the employment and police records of each employee and shall maintain a copy of that research.
- B. 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.
- C. Identification/Uniforms: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's supervisor may wear a badge in lieu of a uniform.
- D. Conduct: No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this job.
- E. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to speak and write effectively and fluently in English.
- F. Time Card: Contractor shall provide and maintain a biometric time card system on site in a janitor's closet. The system must be stand alone and not require the use of the County's

local computer network or telephone lines. Upon request from the County Project Manager or designee, time reports will be furnished to the County to verify number of service hours performed at the site and on site personnel.

Contractor must:

1. Not require the addition of new wiring to the facility for this function.
 2. Not require access County computer network or phone lines to run system.
 3. Use janitorial closet to install and maintain the system, if needed.
 4. Have a wireless system or have feature that allows for data to be downloaded and transported off site.
- G. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
- H. Vehicles: Contractor owned or leased vehicles to provide transportation and parking fees (if applicable) to meet the Contract specifications.
- I. Schedule: Within 10 days of the effective date of the Contract, Contractor shall provide a mutually agreeable schedule to the County Project Manager or designee for the monthly, quarterly and annual cleaning. Any deviation from this schedule must be approved by the County Project Manager or approved designee.

VII. CONSERVATION OF UTILITIES

Contractor shall make sure Contractor's employees practice utilities conservation. Contractor shall be responsible for operation under conditions that prevent the waste of utilities to include the following:

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

VIII. CONTRACTOR'S OFFICE/EMERGENCY

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

IX. PROTECTION AND RESTORATION

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

X. RESTRICTIONS

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

XI. MATERIALS

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

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

Note: Facilities have a high percentage of women staff and the usage of paper supplies is above average for its ratio.

- E. Dispensers: Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers. Contractor must ensure that supplies match the size requirements of the installed dispensers.

XII. QUALITY OF CLEANING MATERIALS/SUPPLIES

- A. Quality, Safety and Effectiveness

All cleaning supplies, materials and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended and will not present

unsafe conditions for the Public or County employees. All cleaning materials/supplies shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public or others using County facilities.

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

B. Environmentally Preferable (Green) Products and Specifications

1. Janitorial Cleaners & Products

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

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

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

a. Hard Surface/General-Purpose Cleaning Products

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

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

Environmentally Preferable Product Standards:

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

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

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

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

b. Biologically-Based Cleaning and Degreasing Compounds

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

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

Environmentally Preferable Product Standards:

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

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

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

c. Disinfectants and Disinfecting Cleaners

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

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

Environmentally Preferable Product Standards:

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

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

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

d. Carpet & Upholstery Cleaners

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

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

Environmentally Preferable Product Standards:

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

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

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

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

e. Floor-Care Products

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

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

Environmentally Preferable Product Standards:

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

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

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

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

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

g. **Material Safety Data Sheets (MSDS)** must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this contract. These changes must be submitted in writing

to the Project Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

C. Paper Products

1. Janitorial Paper Products: Facilities have a high demand for paper supplies. Contractor must ensure that supplies match size requirements of the installed dispensers.
 - a. Paper products that are environmentally preferable are found on the following agency product lists and standards:
 - i. EcoLogo, www.ecologo.org/en/greenproducts/
 - ii. Green Seal, www.greenseal.org/
 - iii. Conservatree, www.conservatree.com
 - iv. Forest Stewardship Council (FSC) chain of custody certification, <http://www.fscus.org/>
 - v. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
 - b. Chlorine-free or less-chlorinated paper products are preferential. The following language on labels and in catalogs addresses the level of chlorine used in the production process:
 - i. Unbleached
 - ii. Bleached without chlorine or chlorine derivatives
 - iii. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
 - iv. Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the waste paper being recycled may previously have been bleached with chlorine, recycled paper products labeled PCF cannot be labeled TCF. If the final product contains any virgin fiber, then that fiber must be TCF.
 - v. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.
 - c. The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. Contractor may utilize products of his choice which are equal to those stated:

- i. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand;
- ii. Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal;
- iii. Seat Covers: Shieldor or equal;
- iv. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
- v. All purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
- vi. Feminine napkins: Kotex or equal;
- vii. Wood Cleaning: Any “Green” product
- viii. Floor finishes: (commercial quality)
 - Stripper: Non ammoniated, Waxie W-400 stripper,
 - Sealer: 16 percent solids, Waxie W-300 sealer
 - Wax: 16-17 percent solids, Johnson's Complete Wax
 - Spray Buff: Johnson's Snapback
 - Sweeping Compound: Green Wax – Waxie 910240
- ix. Plastic liners for waste and rubbish containers:
 - Size: 2x8x24.....1 mil. 16x14x37.....1.4 mil.
 - 15x9x24.....1 mil. 23x10x40.....1.4 mil.
 - 15x9x33.....1 mil. 23x17x48.....1.4 mil.
 - 23x17x48.....1 mil.

XIII. CONTRACTOR’S PERFORMANCE

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

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

XIV. 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. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

XV. SERVICES TO BE PROVIDED

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

- A. Trash. Remove daily, all trash from the entire facility or and other specific areas designated by the Site Coordinator or approved alternate. Contractor shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and /or other trash containers that are provided for disposal of trash.

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

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

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

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

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

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

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

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

- D. Sweep/Dust Mop Floors. All accessible floor areas shall be swept or dust mopped daily. After the floor has been swept and/or dust mopped, the entire floor surface, including stationary objects, corners and abutments, shall be free of litter, cobwebs, dust and debris. Chairs, trash receptacles, plants and any other move able object shall be moved or tilted in order to sweep underneath.
- E. Mop Floors. All accessible floor areas shall be damp and/or wet mopped daily. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wood floors shall not be damp or wet mopped.
- F. Sweep and Damp Mop Floors – Difficult to Reach Areas. Contractor shall thoroughly sweep and damp mop floors, including areas that daily sweeping and damp mopping does not reach, including wall edges, around furniture and cabinets, and under desks and all moveable office furniture.
- G. Dry/Spray Buff Floors. All floors shall be cleaned to eliminate heel marks, scuffs, and small amounts of dirt using a buffing pad, floor machine, and spray bottle mixture of diluted floor finish and detergent, leaving a uniform, thin coat of non-skid wax. ***Sweeping and wet mopping must occur before this procedure.***
- H. Strip, Scrub, Seal, and Wax Floors. All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces. Non-skid wax shall be used. A uniform, glossy appearance and shall be free of scuff marks, heel marks, wax build-up and other stains and discoloration.
- I. Remove Trash. All trash containers (interior and exterior) shall be emptied at the frequencies stated herein and containers returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked “TRASH” shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.
- J. Empty and Clean Public Ash Trays and Urns. Contractor shall empty all public ashtrays and urns and wipe with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned (debris removed) and the sand replaced, as needed.
- K. Perform Low Dusting. All dust, lint, litter, cobwebs and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., to a line seven feet above the top of the floor level.

- L. Perform High Dusting. Contractor shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.
- M. Clean and Polish Interior Glass, Mirrors, and Glass/Mirrored Surfaces. The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- N. Clean and Polish Other Interior Glass. Trophy/display cases, directory boards and other interior glass not addressed above shall also be cleaned. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- O. Clean Drinking Fountains. All porcelain and polished metal surfaces of drinking fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
- P. Clean Elevators. All Public Elevators and Freight Elevators. Contractor shall remove all marks, (writing on walls, graffiti) dirt, smudges, scuffs, miscellaneous food and trash and any other foreign matter from the elevator floor, walls, sills and ceiling.
- Q. Clean Stairways. All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance.
- R. Vacuum Carpets, Rugs and Mats. All carpeted floors, including hallway carpets, area and throw rugs and mats shall be vacuumed daily with a *HEPA-VAC vacuum* and shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. Chairs, trash receptacles and easily moveable items shall be moved to in order to vacuum underneath the carpets and rugs. All moved items shall be returned to their proper positions when all of the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the Site Coordinator or approved alternate.
- S. Vacuum Carpets and Rugs and Difficult to Reach Areas. Contractor shall thoroughly vacuum carpets and rugs with a *HEPA-VAC vacuum*; including areas that daily vacuuming does not reach, including wall edges, around furniture and cabinets and under desks and all moveable office furniture.
- T. Spot Clean Carpets. Contractor shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.
- U. Carpet Cleaning. Contractor shall clean all the carpets with the deep extraction method of carpet cleaning and with the manufacture of the carpet recommended cleaning solution. All carpets shall be free of dirt. (*Bonnet buffing method of cleaning carpet is not acceptable.*)
- V. Vacuum and Clean Walk-Off Mats. Contractor shall vacuum and clean interior and exterior walk-off mats with a *HEPA-VAC vacuum*. After vacuuming or cleaning, mats

shall be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

- W. General Spot Cleaning. Contractor shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- X. Dust Blinds, Window Sills and Draperies. All blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs.
- Y. Clean Upholstered Furniture. Contractor shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor shall spot clean with a product specifically designed for upholstered furniture.

XVI. COUNTY OBSERVED HOLIDAYS

Independence Day, Saturday, July 4, 2015
Labor Day, Monday, September 7, 2015
Columbus Day, Monday, October 12, 2015
Veteran's Day, Tuesday, November 11, 2015
Thanksgiving Day, Thursday, November 26, 2015
Friday after Thanksgiving Day, November 27, 2015
Christmas Day, Friday, December 25, 2015
New Year's Day, Friday, January 1, 2016
Martin Luther King Day, Monday, January 18, 2016
Lincoln's Birthday, Friday, February 12, 2016
President's Day, Monday, February 15, 2016
Memorial Day, Monday, May 30, 2016

XVII. LOCATION:

- A. Health Care Agency – 405 West 5th Street, Santa Ana
 - 1. Restrooms
 - a. Daily (Monday through Friday)
 - i. Clean and refill soap, towel, toilet tissue, sanitary napkins, sanitary disposal bags and toilet seat cover dispensers. Contractor shall ensure restrooms are stocked so that supplies do not run out. Sufficient extra supplies shall be stored in designated areas on site and provided to last until next servicing. Deodorizing blocks shall be used in all toilets and urinals.
 - ii. Clean and polish mirrors and faucets.

- iii. Thoroughly damp clean and disinfect all surfaces of the wash bowls, toilet bowls, urinals, sanitary napkin dispensers, showers, shower mats, soap dispensers, plumbing fixtures, partitions, dispensers, doors, walls, seating, floors, and other such surfaces, using a germicidal detergent. After cleaning, all surfaces will be left free of deposits, dirt, streaks, and odors. Disinfect using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains.
 - iv. Thoroughly damp clean and disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall-mounted soap dispenser, urinals and toilets. Remove all graffiti daily. Disinfect surfaces using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains in the toilets.
 - v. De-scale showers, toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, rust stains and rings. Spray shower curtains with an approved mildew disinfectant chemical to stop mildew from building up on the shower curtains.
 - vi. Sweep and wet mop floors, using approved germicidal cleaner, including corners, coves, behind entry doors, and difficult to reach areas. After sweeping and mopping, the entire surface, including the grout, shall be free from litter, dust and foreign debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.
 - vii. Remove trash. Empty and clean (wipe down as needed with an approved all-purpose cleaner) the waste paper containers and empty and change waxed bags in sanitary napkin disposal receptacles.
 - viii. Wipe down all stainless steel surfaces with an approved stainless steel cleaner using soft clothes.
 - ix. Add water and disinfectant to all floor drains.
 - x. Unstop common toilet stoppages with plunger.
- b. Weekly
- i. Clean and wet-wipe with an approved disinfectant all of the walls and around plumbing fixtures, toilet compartment partitions, partition doors, soap dispensers, and door hardware, including removal of graffiti.

- ii. Clean all exposed plumbing and remove hard water deposits from all chrome fixtures.
- iii. Clean pull bars.
- iv. Dust tops of partitions, window sills and lockers.

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

c. Monthly

- i. Wipe down all walls with an approved disinfect and machine scrub and disinfect the floors in the men's and women's restrooms, changing room and showers in both facilities. Seal restrooms floors, changing room and shower floors with a minimum of two coats of sealer.
- ii. Clean vents, removing vent plate to clean and brushing and vacuuming around and into duct.
- iii. Dust Venetian blinds (if applicable).
- iv. Clean door jambs, removing all finger prints and surface grime.

2. All Other Buildings and Service Areas

a. Daily (Monday through Friday)

- i. Sweep all of the hard surface floors in both buildings, with the Kex System of dustless sweeping cloths or a similar type of dustless weeping system.
- ii. Mop all hard surface floors with a neutral cleaner, including the break rooms, lobbies, and corridors. Remove marks and spots from the hard surface floors in the public Reception/Waiting Room. Spot clean all soiled areas in the remainder of the hard surface floors.
- iii. Thoroughly vacuum with a Hepa-Filter vacuum, all carpeted floors, hallways, offices, lobbies, elevators and entry rugs. Spot clean all carpets, rugs and mats.
- iv. Clean entrance glass doors, inside and outside, including the metal frame. Clean reception windows and glass partitions.
- v. Empty all waste receptacles and clean around rubbish disposal areas and public ashtrays and urns inside and outside the building. Change trash can liners as needed and wash receptacles as needed.

- vi. Clean and polish all drinking fountains, both inside and outside the building, with an approved germicidal.
 - vii. Restock paper towels and soap dispensers in the break areas and coffee bars.
 - viii. Clean sinks and wipe down table tops and counters in all employees' break areas and coffee bars using an approved germicidal cleaner.
 - ix. Wipe down all lounges, all administrative conference rooms, meeting rooms and counsel areas, etc. with an approved germicidal cleaner.
 - x. Wipe down interior and exterior elevator doors, wipe down cab walls and disinfect call buttons, clean sills and plates utilizing an approved germicidal cleaner and soft cloth.
 - xi. Clean and dust all office furniture, fixtures, ledges and all other horizontal surfaces in the lobby and waiting area.
 - xii. Sweep and spot mop stairways and stairwells and clean the handrails.
 - xiii. Straighten chairs in employee lounges, conference rooms.
 - xiv. Fill paper towel dispensers in employee lounges, break rooms, and coffee stations.
 - xv. Sweep sidewalks, entrances, porches, ramps and exterior steps.
 - xvi. Spot wipe smudges, marks, and fingerprints and graffiti from doors, door handles, door frames, light switches within reach.
 - xvii. Attend to coffee stations, wipe counters and clean sinks.
 - xviii. Clean and remove all finger marks, smudges and graffiti from doors, door handles door frames, around light switches, glass doors partitions and kick plates.
 - xix. Keep janitor closets clean and orderly.
- b. Weekly
- i. Thoroughly vacuum with a hepa-filter vacuum cleaner, all carpeted areas in the offices, lobbies, corridors elevators, including corners, behind doors, and edges in areas which normal vacuuming does not reach.
 - ii. Detail sweep and damp mop all hard surface floors with a neutral cleaner, including corners and edges. Remove marks and spots and spray buff all tile/resilient floors.
 - iii. Spot clean all wall marks.

- iv. Wipe down all furniture, counter tops and tables in the public reception/waiting areas using an approved germicidal cleaner with a soft cloth. Move all of the furniture and sweep and mop the floor.
 - v. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, baseboards, picture frames, ledges, door jams and partition frames. All surfaces to be left in a clean and dust-free condition. Spot clean as necessary.
 - vi. Sweep sidewalks, porches, ramps and exterior steps. Sweep and damp mop, lobby entrances, porches, steps and sidewalks.
 - vii. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
 - viii. Disinfect all phones.
- c. Bi-Weekly
- i. Spot clean walls and partitions, including partition glass.
 - ii. Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, staircases and the public built in benches.
 - iii. Thoroughly sweep and mop all hard surface floor stairwells and stairways and clean the hand rails.
 - iv. Thoroughly vacuum all carpeted stairwells and stairways and clean the hand rails.
- d. Monthly
- i. Wash all interior and exterior waste baskets and rubbish containers and wipe down and replace plastic liners.
 - ii. Perform high dusting. Brush and vacuum all vents, grills and door vents; remove grill to clean inside vents.
 - iii. Dust all window sills, draperies and mini-blinds within the premises.
 - iv. Clean and remove all marks and stains from counters and partitions.
 - v. Clean all metal and wood furniture.
 - vi. Scrub and wax all tile/resilient floors.
 - vii. Spot clean upholstered furniture.
 - viii. Clean all base boards with a damp cloth.

- e. Semi-Annually
 - i. Clean ceiling light diffusers.
 - ii. Clean carpet in high traffic areas (corridors, near lunchroom, etc.) and other areas as needed.
 - iii. Clean and polish all woodwork, including, but not limited to wood panels, railings, Formica-type furniture, counters, and partitions, if applicable.
 - iv. Clean interior walls, as needed.
 - v. Strip and wax/buff tile/resilient floors.
- f. Annual
 - i. Clean carpet throughout premises.
- g. **Fixed Fee Services:** Shall be provided on an “as needed” / “as requested” basis with no guarantee of usage.
 - i. Quarterly
 - a) Floor Waxing & Stripping: Strip all hard surface floors, wax and buff floors. Provide more frequent spot floor finish correction when requested by the County Project Manager or designee.
 - b) Carpet Cleaning: Vacuum carpet with a HEPA-vacuum and shampoo. All cleaning and shampooing of the carpets shall be accomplished by deep extraction (bonnet buffing method of cleaning carpets is not acceptable) using the carpet cleaning method per the manufactures recommendations. After shampooing and appropriate drying, the carpet area will be free of stains, dirt, browning, (carpet wicking) or any other discoloration. Chairs, trash containers, plastic chair protectors and easily movable items shall be moved to clean carpets underneath and then returned to their original locations.
 - c) Window Cleaning: Clean interior and exterior windows for both facilities when requested by the County Project Manager or designee; after windows have been cleaned, exterior frame casings, sills and glass shall be free of all traces of film, dirt, smudges, water and other foreign matter.
 - ii. Annually
 - a) Clean and Polish: Contractor shall clean and polish all wood, metal, and Formica-type furniture, counters, and partitions.

- b) Vacuum Drapes: Contractor shall vacuum all drapes, if applicable.
- c) Vacuum Blinds: Contractor shall vacuum all Venetian and/or blinds, if applicable.

3. Day Porter

This facility requires one Day Porter to be in attendance for eight hours per day, Monday through Friday. The Day Porter shall be the Contractor's employee, located on-site for the purpose of providing immediate attention during normal working hours for Contract-related services including, but not limited to, the removal of hazards such as spills or broken glass, plumbing leaks, roof leaks, refilling supplies, and general facility upkeep.

a. Hours Of Service

The Day Porter shall work Monday through Friday between 8:00 a.m. and 5:00 p.m. Lunch should be between 11:30 a.m. and 1:30 p.m. and coordinated by the County Project Manager or designee. The breaks should be taken near the midpoint of the morning and afternoon.

b. Attendance

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

c. Supervision

i. The Day Porter will report to and be supervised by the County Project Manager or designee. Contractor shall inspect Day Porter's work on a weekly basis.

ii. Day Porter shall sign in and sign out with the County Project Manager or designee at the beginning and end of each shift.

iii. The County Project Manager or designee will prepare a list of regular tasks for the Day Porter and a corresponding schedule based upon anticipated work to be performed during the day. If the County Project Manager or designee does not prepare a list of duties, it will be the Contractor's responsibility to establish a daily schedule. The schedule will contain designated times for the Day Porter to return to their respective County Project Manager or designee to obtain any additional special assignments that might develop during the day.

d. Required Clothing and Identification: The Day Porter shall wear a uniform furnished by the Contractor (closed toe shoes, long pants, polo shirt) and shall wear and an easy to read name badge.

e. Communication: Contractor shall furnish a cell phone for the Day Porter, ensuring they can respond immediately when contacted by the County Project Manager or designee.

f. Basic Skills

The Day Porter shall:

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

ii. Able to speak and write effectively and fluently in English.

iii. Possess general maintenance skills.

iv. Work productively, unsupervised, and with minimal direction.

v. Immediately respond to all requests by the County Project Manager or designee. For immediate health and safety hazards, the Day Porter should take immediate action with or without direction from the County Project Manager or designee or other staff.

g. Daily:

i. Continuously inspect, monitor, and clean the building lobby and the client waiting area.

ii. Inspect all restrooms at least twice a day. Check and fill toilet tissue, seat covers and towel dispensers. Inspect and service public restrooms three times a day.

iii. Clean threshold of doors and elevators, clean elevator call buttons and panels, clean elevator.

iv. Keep entry glass doors and frames in a clean condition.

v. Maintain exterior grounds, especially by the building entrances. Pick up any trash there or in the parking lot and landscaped areas.

vi. Maintain and keep clean cigarette urns and refill sand, as needed.

vii. Building entrances should be maintained, kept clean and free of dust, debris, cobwebs, and bird droppings. Public telephone, signage, water fountains and lighting fixtures are to be kept clean.

viii. Keep trash enclosure clean.

ix. Attend to emergency situations such as toilet overflows, spills, etc,

- x. Clean excess water on the restroom counters and floors.
- xi. Empty trashcans and replace trashcan liners.
- xii. Attend to minor plumbing emergencies, (clogged toilets, etc.)
- xiii. Perform other janitorial functions as requested by the County.

Note: When mopping restroom floors during the day, a wet floor sign must be placed in front of the restroom doors. Also, on rainy days, a wet floor sign is to be placed in the lobby area.

- h. Inform the County Project Manager or designee of any repairs needed that are not minor or require expert skills or special tools. When appropriate, Day Porter shall take necessary actions to prevent further damage or limit hazard, until repair personnel arrive, such as turning off water, power, etc.
- i. Report any building or equipment deficiencies to the County Project Manager or designee. Give a full description of the needed work, its location, and any additional information that will aid in the prompt and economical repair of said deficiency. Post signs or barricades to restrict access and inform clients/personnel of hazards, as appropriate.
- j. Move furniture, boxes, supplies, etc. as required, up to 50 pounds in weight.

B. Custodial (Janitor's) Closets

The Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state fire marshal approved containers. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sinks, whether porcelain or stainless steel is to be kept clean and polished at all times. Bottles and cans shall not to be stored in the custodial closets.

XVIII. SUPPLIES

Contractor shall furnish and have readily available to the Day Porter all cleaning supplies, cleaning tools and equipment, (including a wet-vacuum and dry HEPA-VAC vacuum) and paper products required for performance of this work. These items will be stored in the custodial (janitor's) closets.

XIX. AREA MEASUREMENTS FOR JANITORIAL SERVICES

The following area measurements for the facility are approximate. There may be variations due to relocation of partitions or other modifications.

Facility	Bldg Size	Square Feet (Inside)		Total Area (Sq. Ft) to be Cleaned	Number of Employees		Average Daily Number Of Clients	Number Of Restrooms
		Tile	Carpet/ Other		Avg.	Max.		
405 West 5 th Street	7 Floors	10,000	110,788 Carpet	120,788	400 40% Male 60% Female	425	50	14

XX. OPERATIONAL HOURS/HOURS OF DAY PORTER AND JANITORIAL SERVICES

405 West 5th Street

Hours	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Regular hours facility is open to public and employees	6:00 a.m. 6:00 p.m.	6:00 a.m. 6:00 p.m.	6:00 a.m. 6:00 p.m.	6:00 a.m. 6:00 p.m.	6:00 a.m. 6:00 p.m.	---	---
Day Porter hours	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	8:00 a.m. 5:00 p.m.	---	---
Evening hours facility is available for Contractor to provide janitorial service.	6:00 p.m. 3:00 a.m.	6:00 p.m. 3:00 a.m.	6:00 p.m. 3:00 a.m.	6:00 p.m. 3:00 a.m.	6:00 p.m. 3:00 a.m.	---	---

XXI. SUMMARY OF DAILY SERVICE HOURS/MINIMUM NUMBER OF WORKERS

A. Minimum Number of Daily Service Hours (including Day Porter). Note: Contractor is expected to provide the required level of daily service regardless of hours listed. The listed hours do not include the required monthly, quarterly and annual services. If Contractor does not work the minimum daily service hours per day, Contractor shall be deducted the cost for the general cleaning and dusting.

Day of the Week	Service Hours
Mon	30
Tue	30
Wed	30
Thu	30
Fri	30
Sat	-0-
Sun	-0-

B. Minimum number of workers (includes 1 Supervisor and Day Porter).

Day of the Week	Number of Workers
Mon	5
Tue	5

Day of the Week	Number of Workers
Wed	5
Thu	5
Fri	5
Sat	-0-
Sun	-0-

XXII. 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.
- B. Contractor shall prepare and submit an information form to the County Project Manager or designee for all persons who will be working on or who will need access to the facility.
- C. The information form will be provided by the County Project Manager or designee, upon request, and will be screened by the secured facility's Agency/Department.
- D. The information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed on this work that has not received prior clearance from the County.
- F. The County need not give a reason clearance is denied.
- G. All backups must also be cleared by the County to work at secured facilities.

XXIII. ADDITIONAL WORK:

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County's Project Manager's written approval prior to commencing any additional work. Examples included but not limited to:
 - 1. Special clean-up after an event
 - 2. Additional carpet cleaning
 - 3. Additional floor waxing
 - 4. Clean-up around the outside of the building
 - 5. Additional cleaning of windows
 - 6. Removal of large amounts of packing material
 - 7. Clean up the water in a restroom from an overflowing sink/toilet
 - 8. Install an additional toilet paper/paper towel dispenser
- B. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.

- C. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

ATTACHMENT B
CONTRACTOR'S PRICING

- I. **COMPENSATION:** This is an all-inclusive, firm, fixed-price Contract between the County and Contractor for Janitorial Services – Health Care Agency Facility, as set forth in Attachment A, “Scope of Work”.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. *The County shall not pay any sum in excess of the total contract amount or fixed-prices specified below, unless work is authorized by Amendment in accordance with articles “23” and “38” of the County Contract Terms and Conditions.*

- II. **FEES AND CHARGES:** County will pay the following prices in accordance with the provisions of this Contract.

A. **Janitorial Services**

1. Total Monthly Fixed Price ~~\$8,100~~ \$8,910/Per Month
2. Total Cost Per Year ~~\$ 97,200~~ \$106,920/Per Year

B. **Fixed Fee Services:** (In accordance with Attachment A, Section XVII.A.2., item g.)

1. Quarterly:

- a. Floor Waxing & Stripping ~~\$ 750~~ \$825/ Per Quarter
- b. Carpet Cleaning ~~\$3,300~~ \$3,630/ Per Quarter
- c. Window Cleaning ~~\$ 150~~ \$165/ Per Quarter

2. Annual:

- a. Clean and Polish ~~\$ 500~~ \$550/ Per Year
- b. Vacuum Drapes ~~\$ 200~~ \$220/ Per Year
- c. Vacuum Venetian Blinds ~~\$ 300~~ \$330/ Per Year

3. Fixed Fee Services not to exceed (Total B-1 & 2): ~~\$17,800~~ \$19,580/ Per Year

- C. **Additional Work:** Any additional services not listed in the Contract must be approved by the County Project Manager in accordance with Attachment “A”, Section XXIII.

Additional Work not to exceed: \$ 5,000/ Per Year

- D. **TOTAL CONTRACT ANNUAL AMOUNT NOT TO EXCEED:** ~~\$120,000~~ \$131,500 / Per Year

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. CONTRACTOR'S EXPENSE:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been received. Payment will be net 30 days after receipt of an invoice in a format stated below. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

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

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

- VII. INVOICING INSTRUCTIONS:** Contractor will provide an invoice on Contractor's letterhead. Each invoice will have a unique number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from (A), above
 - C. Name of County agency/department
 - D. Delivery/service address
 - E. Contract number
 - F. Service Date
 - G. Description of Services
 - H. Total
 - I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Accounts Payable
300 North Flower Street, Suite 838
Santa Ana, CA 92703

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

VIII. SCHEDULE OF DEDUCTIONS: The Schedule of Deduction, attached hereto as 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 Attachment C. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

ATTACHMENT C
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.

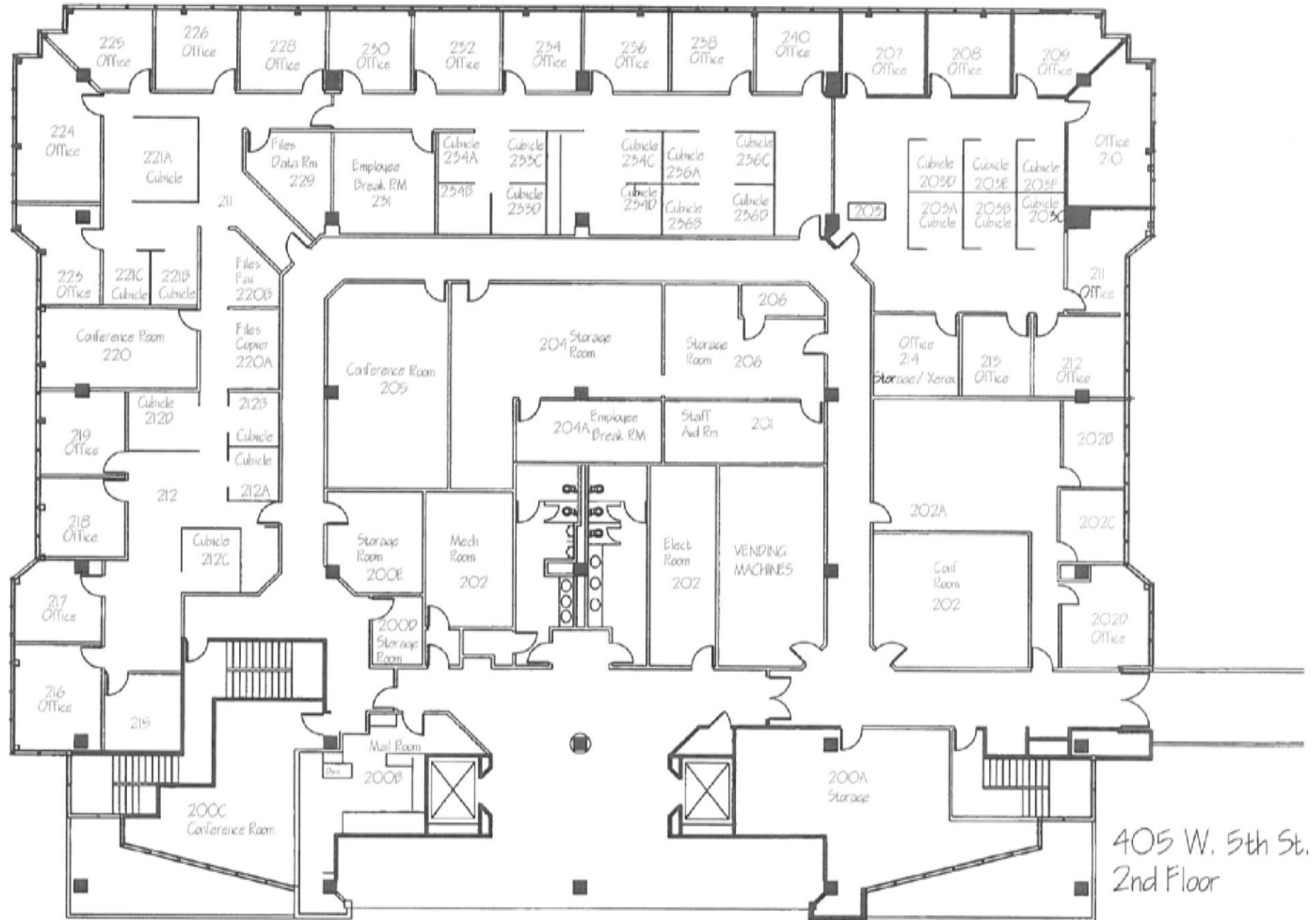
A. **Monthly Services** *(Total Price is same as Attachment B, Section II.A.1)*

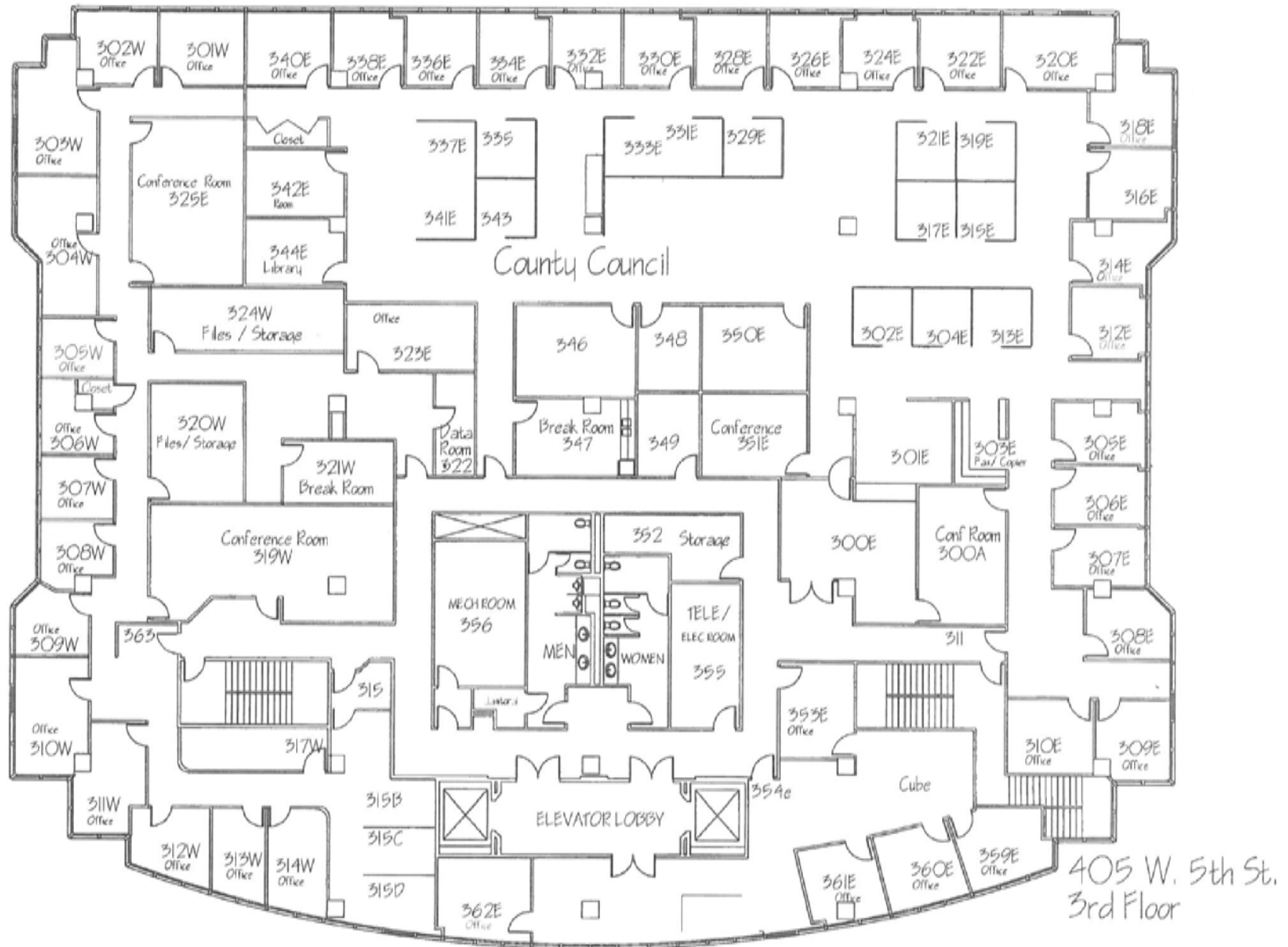
Monthly Service Tasks	Total Deduction for Each Item
Restrooms	\$ 1,150
Paper Supplies	\$ 1,000
Floor Cleaning & Spray Buffing	\$ 500
Trash Removal	\$ 1,500
General Cleaning & Dusting	\$ 500
Day Porter	\$ 3,850
Total Monthly Deductions (= Total Monthly Price)	\$ 8,100

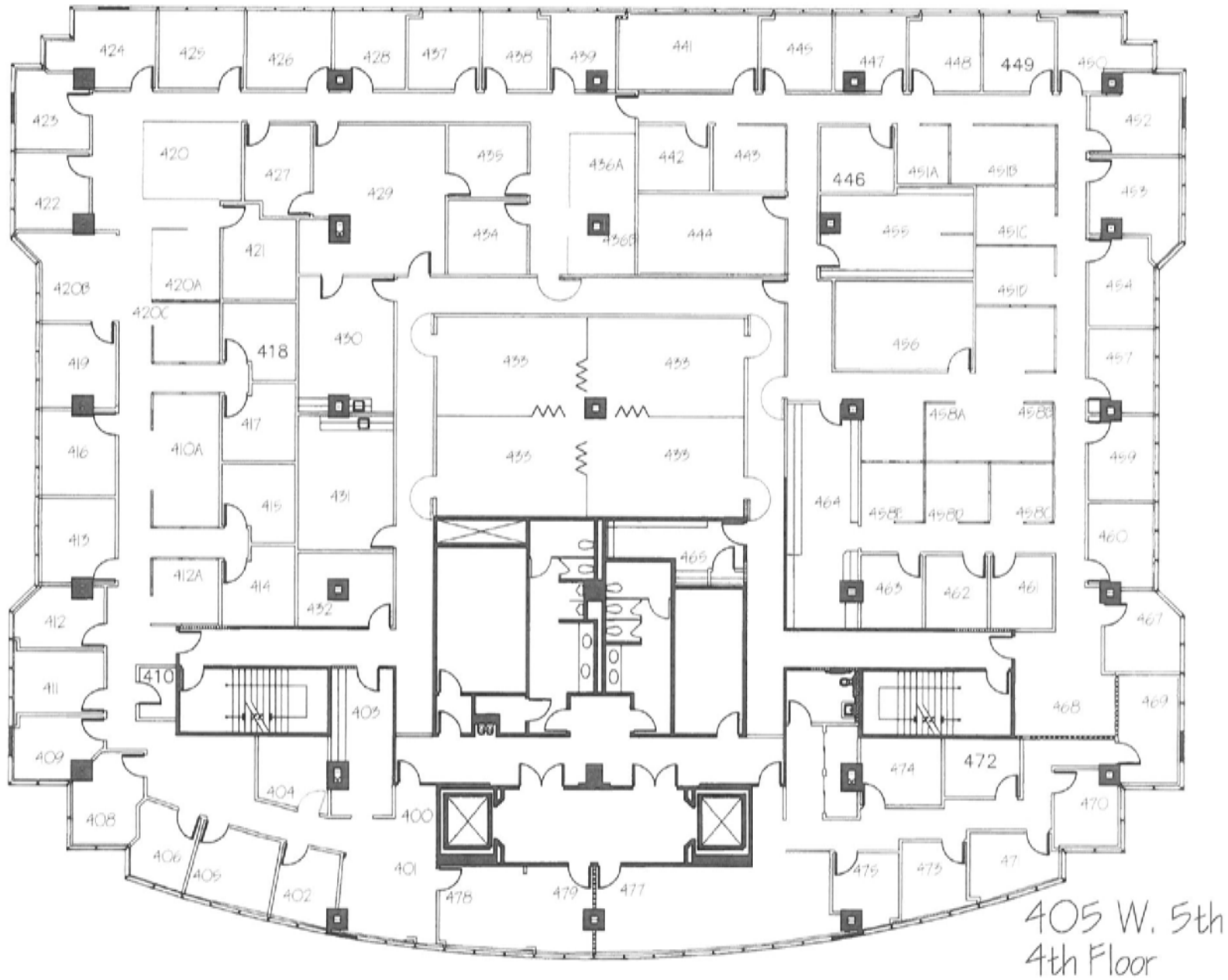
B. **Fixed Fee Services** *(Totals are the same as Attachment B, Section II.B.)*

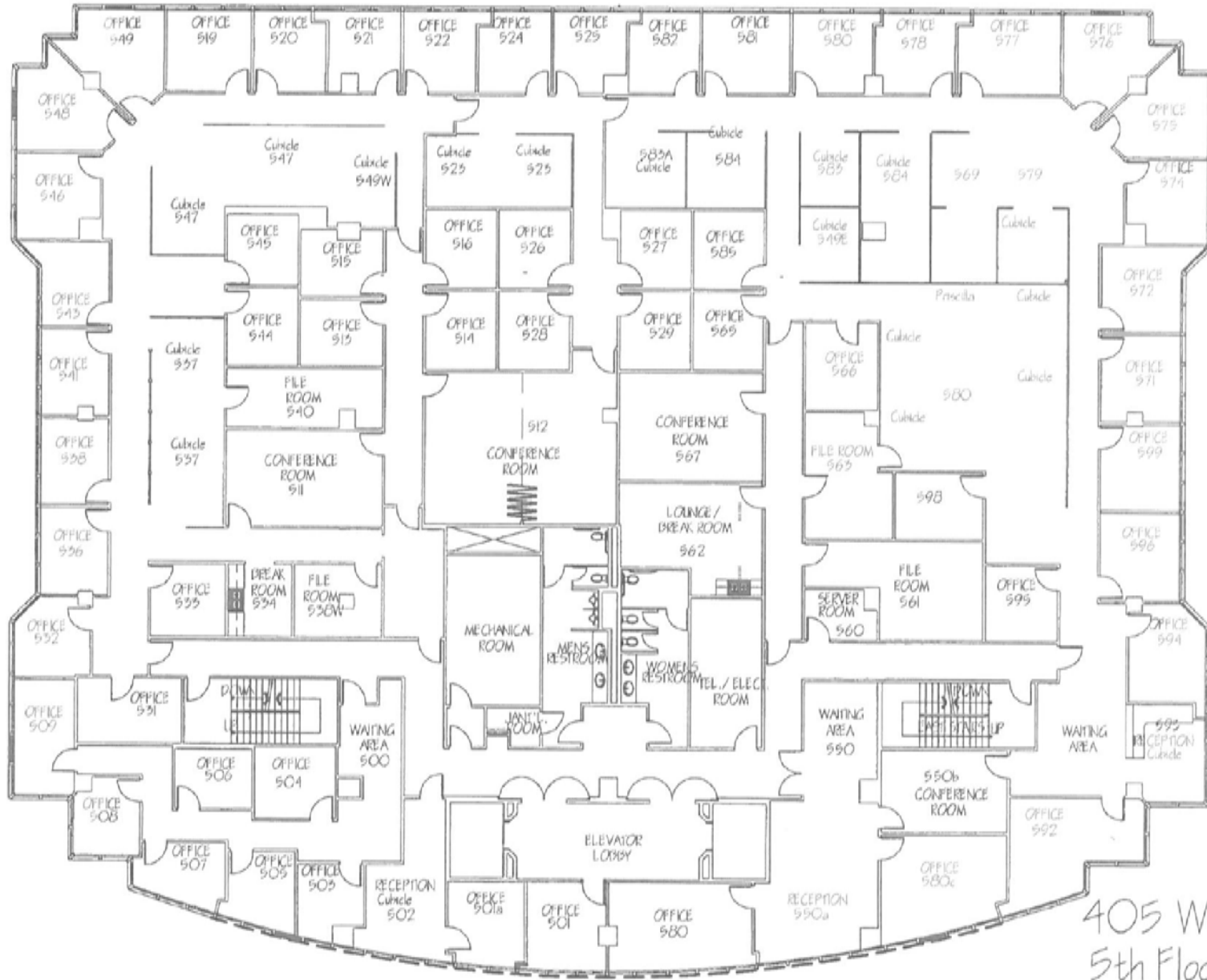
Fixed Fee-Quarterly Services	Total Deduction for Each Item
Floor Waxing & Stripping	\$ 750
Carpet Cleaning	\$ 3,300
Window Cleaning	\$ 150

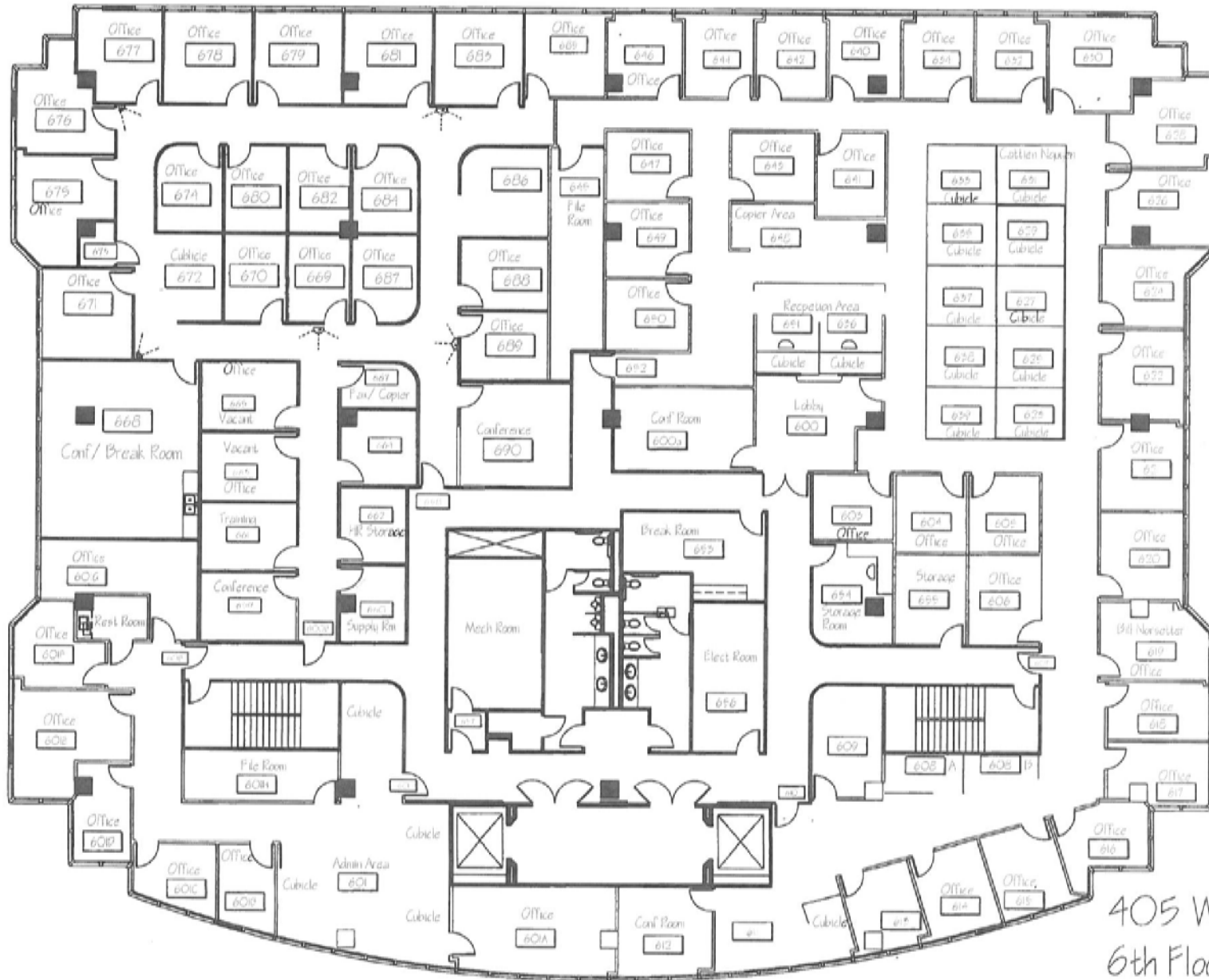
Fixed Fee-Annual Services	Total Deduction for Each Item
Clean and Polish	\$ 500
Vacuum Drapes	\$ 200
Vacuum Venetian Blinds	\$ 300



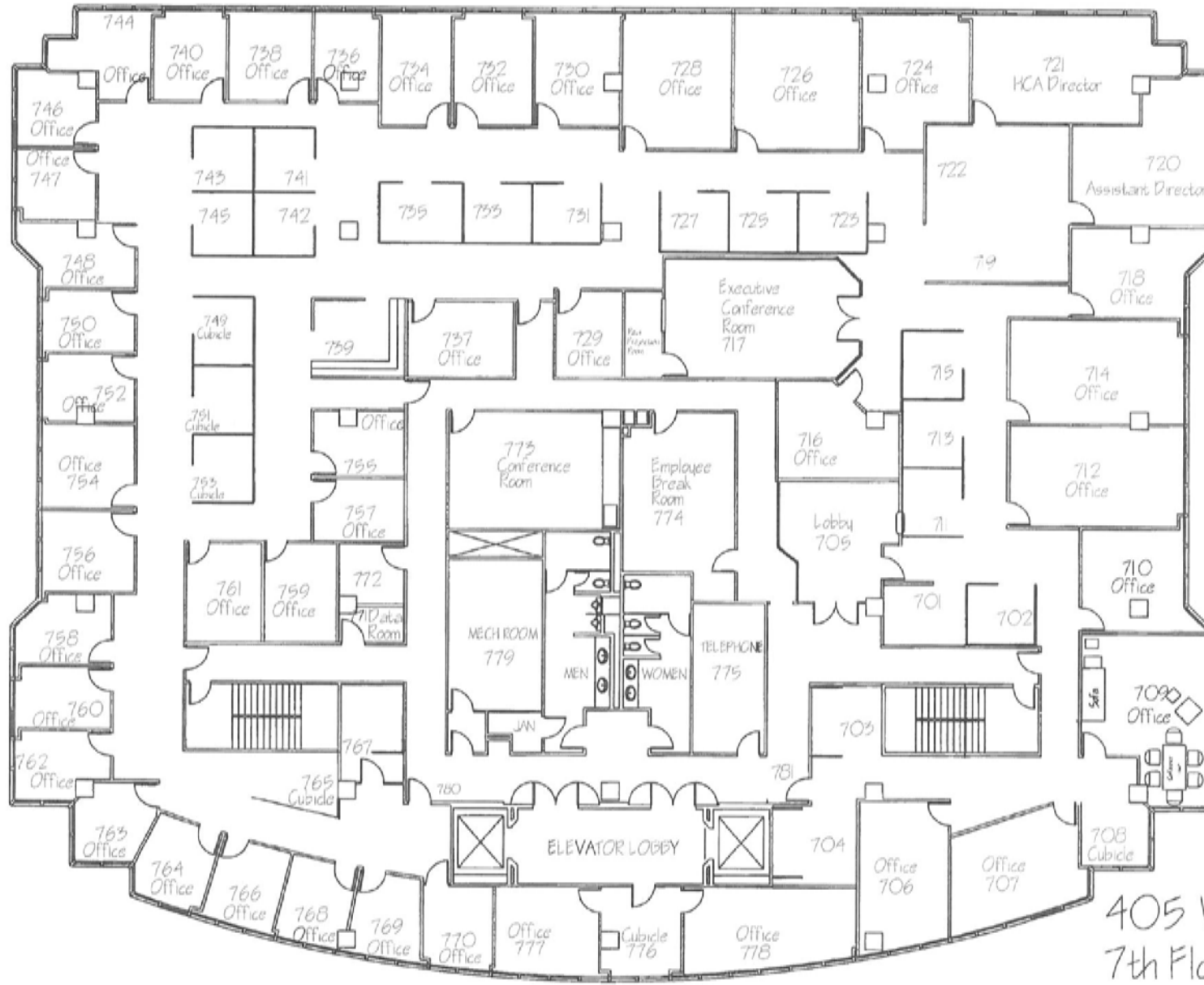








405 W. 5th St
6th Floor



405 W. 5th St.
7th Floor