

**CONTRACT MA-280-12010034
BETWEEN THE COUNTY OF ORANGE
AND
FLAGSHIP AIRPORT SERVICES, INC.
FOR JANITORIAL SERVICES**

This Agreement, hereinafter referred to as "CONTRACT", for Janitorial Services as further described herein 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 Flagship Airport Services, Inc., with a place of business at 1930 E. Carson St., Suite 103 Long Beach, CA 90810, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES."

RECITALS

WHEREAS, CONTRACTOR responded to a Request for Proposals (RFP) to provide Janitorial Services, as further set forth herein; and

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

WHEREAS, CONTRACTOR agrees to provide services as more specifically described 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, PARTIES mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire CONTRACT:** This CONTRACT, including all Attachments and Exhibits, 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 by COUNTY's Purchasing Agent or his designee.
- C. **Amendments – Changes/Extra Work:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by PARTIES; no oral understanding or CONTRACT not incorporated herein shall be binding on either of PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

CONTRACTOR shall make no changes to this CONTRACT without COUNTY's written consent. In the event that there are new or unforeseen requirements, COUNTY with CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, CONTRACTOR's ability to deliver services, or the project schedule, CONTRACTOR shall give COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT amendment. Said amendment shall be issued by COUNTY-assigned Deputy Purchasing Agent (DPA), shall require the mutual consent of all PARTIES, and may be subject to approval by COUNTY Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted includes California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance and within 30 calendar days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the COUNTY's Project Coordinator and is subject to routine processing requirements of the COUNTY.

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

- G. **Warranty:** CONTRACTOR expressly warrants that goods/services covered by this CONTRACT are 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 "HH", and as more fully described in Article "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copy-righted 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 "HH", it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. **Assignment or 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, subcontract or transfer 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.

- a. Transfers: CONTRACTOR shall not transfer, assign, or hypothecate (hereinafter referred to as "Transfer") any interest of CONTRACTOR in the CONTRACT without the prior written approval of COUNTY. CONTRACTOR shall give COUNTY 30 days' prior written notice of all proposed Transfers. CONTRACTOR shall not make any such Transfers for a period longer than the remaining term of the CONTRACT.

If COUNTY approves such Transfers, such approval does not constitute a waiver of any of the terms of the CONTRACT. All Transfer documents shall be consistent with the terms, covenants, and conditions of the CONTRACT, and in the event of any inconsistency, the provisions of this CONTRACT shall govern.

If CONTRACTOR is a corporation, an unincorporated association, or a partnership, Transfers include the acquisition by any person other than CONTRACTOR of any stock or interest in said corporation, unincorporated association, or partnership in the aggregate amount of 51% or more.

The failure by CONTRACTOR to obtain the prior written approval by COUNTY of any Transfer of the CONTRACT or any interest in the CONTRACT shall constitute a material breach of this CONTRACT by, and shall not confer any rights upon the transferee. Such failure shall be grounds for termination of this CONTRACT for default per Article K - Termination.

- b. Conditions of COUNTY Approval: COUNTY agrees that it will not arbitrarily withhold consent to any Transfer, but COUNTY may withhold consent at its sole discretion if any of the following conditions exist:
- i. CONTRACTOR, its successors or assigns are in default of any term, covenant or condition of this CONTRACT, whether notice of default has or has not been given by COUNTY.
 - ii. The prospective assignee or transferee has not agreed in writing to keep, perform and be bound by all the terms, covenants, and conditions of this CONTRACT.
 - iii. The prospective assignee or transferee is not financially capable or not experienced in performing the obligations of this CONTRACT, as determined by COUNTY.
 - iv. All the terms, covenants and conditions of Transfer, including the consideration therefore, of any and every kind, have not been revealed in writing to COUNTY.
 - v. Any construction required of CONTRACTOR as a condition of this CONTRACT has not been completed to the satisfaction of COUNTY.
 - vi. CONTRACTOR has not provided COUNTY with a copy of all documents relating to the Transfer.
- c. Bankruptcy Transaction: If CONTRACTOR assumes this CONTRACT and proposes to assign the same pursuant to the provisions of the UNITED STATES BANKRUPTCY CODE, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to COUNTY.
- i. The name and address of proposed assignee,
 - ii. All of the terms and conditions of such offer, and

- iii. Adequate assurance to COUNTY of the proposed assignee's future performance under the CONTRACT, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).
- iv. Any person or entity to which this CONTRACT is assigned pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, et seq., shall be deemed without further act or deed to have assumed all of the obligations arising under this CONTRACT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to COUNTY an instrument confirming such assumption.

J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, COUNTY has the right to 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. Upon termination of CONTRACT with CONTRACTOR, COUNTY may begin negotiations with a third-party contractor to provide services as specified in this CONTRACT.

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

a. **Termination for Default:** If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within 10 days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately.

COUNTY may terminate this CONTRACT and all of its obligations hereunder with or without prior notice to CONTRACTOR and may exercise all rights of entry for default and breach, if CONTRACTOR fails to perform on any of its obligations under this CONTRACT including but not limited to the following:

- i. Failure of CONTRACTOR to maintain the quality of service to the satisfaction of COUNTY Project Coordinator as required by Attachment A – Scope of Work in this CONTRACT, after service of a five (5) day notice to correct the condition.
- ii. Not providing enough properly skilled workers or proper materials.
- iii. Persistently disregarding laws and or ordinances.
- iv. Not proceeding with the work as agreed to herein.
- v. Substantially violating any provision of this CONTRACT.
- vi. A general assignment for the benefit of creditors and any transfer without the prior written approval by COUNTY.
- vii. The voluntary abandonment or discontinuance of service by CONTRACTOR.
- viii. The violation by CONTRACTOR of any of the terms of any insurance policy referred to in the CONTRACT.

- ix. If CONTRACTOR is found by the FAA, TSA, other government regulatory or successor agency to have violated specified safety standards in the conduct of CONTRACTOR's business.
 - x. The violation of any written directions of COUNTY Project Coordinator.
 - xi. The appointment of a receiver to take possession of all, or substantially all, the assets of CONTRACTOR.
 - xii. CONTRACTOR discontinues operations for 24 hours or more.
 - xiii. The failure of CONTRACTOR to obtain from any local, state or federal agency the necessary license or operating permit required for service.
- b. **Conditions of COUNTY Site Upon Termination or Default:** Except as otherwise agreed to herein, upon termination or default of this CONTRACT, CONTRACTOR shall redeliver possession of COUNTY provided space to COUNTY in substantially the same condition that existed immediately prior to CONTRACTOR's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted. References to the termination of the CONTRACT in this CONTRACT shall include termination by reason of expiration.
- c. **Disposition of Abandoned Personal Property:** If CONTRACTOR abandons or quits the CONTRACT or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to CONTRACTOR and left on the COUNTY premises 15 days after such event shall be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefore to CONTRACTOR or to any person claiming under CONTRACTOR, and shall have no need to account therefore. Personal property left on the COUNTY premises after termination, expiration, or abandonment of the CONTRACT shall not be construed as giving CONTRACTOR possession of the area during the 15 days after termination, expiration or abandonment of the CONTRACT.
- d. **Termination Claim:** After receipt of a termination notice from COUNTY, CONTRACTOR shall submit to COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by COUNTY upon written request of CONTRACTOR. Upon termination COUNTY agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.

- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, 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 CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance:** Prior to the provision of services under this contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore 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.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "-0-" by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate this contract.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and Contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate

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

Required Coverage Forms

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.

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

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, employees, agents 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.

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

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

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

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 JWA/Insurance: Attn: Melissa Padilla, 3160 Airway Avenue, Costa Mesa, CA 92626.

If 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 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

- Q. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of Article "HH", indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** See Article C.
- S. **Change of Ownership:** See Article I.
- T. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

If either PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Article shall excuse CONTRACTOR from the prompt payment of any fees or other charge required of CONTRACTOR except as may be expressly provided elsewhere in this CONTRACT.

- U. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Article "HH", CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing:** CONTRACT price, as more fully set forth in Attachment B – CONTRACTOR's Pricing, shall include full compensation for providing all required goods or services in accordance with required specifications, or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself

and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.

- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **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.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY 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 affect the purpose of the PARTIES and this CONTRACT.
- FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** 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. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- HH. **Indemnification Provisions:** 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.

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT, including Attachments, specifies the contractual terms and conditions by which CONTRACTOR shall provide the services, as described in Attachment A - Scope of Work, under a time and materials CONTRACT, as set forth herein.
2. **CONTRACT Term:** This CONTRACT shall be effective October, 1, 2011 and shall continue for one (1) year from that date unless otherwise terminated as provided herein. CONTRACT may be renewed upon expiration for four (4) consecutive one-year periods, upon mutual agreement of both PARTIES. Board of Supervisors approval may be required for renewals. COUNTY is not obligated to give a reason if it elects not to renew.
3. **Bonds:**
 - i. **Faithful Performance Bond:**

CONTRACTOR will provide to COUNTY a Faithful Performance Bond in an amount equal to 25 percent the annual CONTRACT amount. Bonds must be submitted to COUNTY on COUNTY provided forms within seven (7) calendar days of award notification and prior to the official CONTRACT award. Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase the required bond at CONTRACTOR’s expense and to deposit with COUNTY the required bond necessary to satisfy COUNTY requirements and to keep such bond on deposit with COUNTY during the entire term of this CONTRACT. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to the COUNTY Offices of County Counsel and Risk Management and in accordance with the General Conditions.

If any surety upon any bond furnished in connection with this CONTRACT becomes unacceptable to COUNTY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by COUNTY, CONTRACTOR shall promptly furnish such additional security as may be required by COUNTY from time to time to protect the interests of the COUNTY and of persons supplying labor or materials in the prosecution of the work contemplated by this CONTRACT.

COUNTY shall return bonds to CONTRACTOR after successful completion of all CONTRACTOR’s obligations and services required under the CONTRACT.
 - ii. **Janitorial Bond:**

CONTRACTOR will be required to provide a Janitorial Bond in an amount equal to one hundred thousand (\$100,000.00) dollars within 10 working days of notification. COUNTY shall return the bond to CONTRACTOR after successful completion of fulfillment of all CONTRACTORS’ obligation and completion of all services required under the CONTRACT.
4. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of COUNTY assigned DPA.
5. **Airport Security:** CONTRACTOR, CONTRACTOR’s employees and CONTRACTOR’s subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.

- a. **Badge Acquisition:** Prior to issuance of a security badge(s), designated CONTRACTOR personnel who will be working on-site at JWA terminal, and engaged in the performance of work under this CONTRACT must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$27.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. CONTRACTOR's designated personnel will need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). CONTRACTOR shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. CONTRACTOR's designated personnel must successfully complete the badge acquisition within 14 days of CONTRACT execution, unless other arrangements have been coordinated by COUNTY Project Coordinator or designee in writing.
- b. **Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.
 - i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA CONTRACTOR, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
 - ii. JWA security badge is the property of COUNTY and must be returned upon termination of CONTRACTOR personnel employment and/or termination, expiration or completion of CONTRACT. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will be issued.
 - iii. JWA security badge is nontransferable.
 - iv. In the event that a CONTRACTOR's badge is not returned to JWA upon termination of CONTRACTOR personnel employment and/or termination or expiration of CONTRACT, a fine of \$250.00 per badge will be charged to CONTRACTOR. CONTRACTOR's final payment may be held by COUNTY or a deduction from CONTRACTOR's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
 - v. CONTRACTOR shall submit the names, addresses, and driver's license numbers for all CONTRACTOR personnel who will be engaged in work under this CONTRACT to COUNTY Project Coordinator within seven days after award of the CONTRACT or within seven days after the start of any new CONTRACTOR personnel and/or prior to the start of any work.
 - vi. No worker shall be used in performance of this work that has not passed the background check.
6. **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 applies 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 terminated Contractor when the 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 (3) working days after receiving that notification, provide to the successor CONTRACTOR the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service Contract. If the terminated Contractor has not learned the identity of the successor CONTRACTOR, the terminated Contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor CONTRACTOR as soon as the successor CONTRACTOR has been selected. The requirements of this paragraph shall be equally applicable to all subcontractors of a terminated Contractor.

A successor CONTRACTOR shall retain for a 60-day transition employment period employees who have been employed by the terminated Contractor for the preceding four (4) 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.

7. **Child Support Enforcement Requirements:** CONTRACTOR is required to comply with the child support enforcement requirements of COUNTY. Failure of 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 COUNTY shall constitute grounds for termination of the CONTRACT.

8. **Civil Rights:** CONTRACTOR attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
9. **Conditions Affecting Work:** 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 CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by COUNTY are expressly stated in the CONTRACT.
10. **Conflict of Interest – CONTRACTOR’s Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; CONTRACTOR’s employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. 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 COUNTY.
11. **Conflict of Interest – COUNTY Personnel:** COUNTY’s Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
12. **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.
13. **Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.
14. **CONTRACT Disputes:** PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by CONTRACTOR’s Project Manager and COUNTY’s Project Coordinator, such matter shall be brought to the attention of the COUNTY’s Purchasing Agent by way of the following process:

- a. CONTRACTOR shall submit to JWA assigned DPA a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless COUNTY, on its own initiative, has already rendered such a final decision.
- b. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which CONTRACTOR believes the COUNTY is liable.
- c. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by COUNTY's Purchasing Agent or his designee. If COUNTY fails to render a decision within 90 days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions. COUNTY's final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of COUNTY's final decision or one year following the accrual of the cause of action, whichever is later.

15. **CONTRACTOR's Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on COUNTY sites during performance of work and services under this CONTRACT. COUNTY will not provide free parking for any service on COUNTY property.
16. **CONTRACTOR's Personnel:** CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT and possess sufficient experience and/or education to perform the services requested by COUNTY. CONTRACTOR's employees assigned to this CONTRACT must meet character standards as demonstrated by background investigation and reference checks, coordinated by COUNTY.
17. **CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a Project Manager to direct CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Manager shall be subject to approval by COUNTY and shall not be changed without the written consent of COUNTY's Project Coordinator, which consent shall not be unreasonably withheld.

CONTRACTOR's Project Manager and CONTRACTOR personnel shall be assigned to this CONTRACT for the duration of this CONTRACT and shall diligently pursue all work and services to meet CONTRACT time lines. COUNTY's Project Coordinator shall have the right to require the removal and replacement of CONTRACTOR's Project Manager from providing services to COUNTY under this CONTRACT. COUNTY's Project Coordinator shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within three (3) business days after written notice by COUNTY's Project Coordinator. COUNTY's Project Coordinator shall review and approve the appointment of the replacement for CONTRACTOR's Project Manager. COUNTY is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR's Project Manager from providing services to COUNTY under this CONTRACT.

18. **CONTRACTOR's Power and Authority:** CONTRACTOR warrants that it has the full power and authority to grant the rights herein granted and will hold COUNTY hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, CONTRACTOR avers that it will not enter into any arrangement with any third party which might abridge any rights of COUNTY under this CONTRACT.
19. **CONTRACTOR's Responsibility:** CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this CONTRACT.
- 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.
20. **COUNTY's Project Coordinator:** COUNTY shall appoint a Project Coordinator, as specified in Article 45 - Notices, to act as liaison between COUNTY and CONTRACTOR during the term of this CONTRACT. COUNTY's Project Coordinator shall coordinate the activities of COUNTY staff assigned to work with CONTRACTOR.
21. **Default – Reprourement Costs:** In case of default by CONTRACTOR, COUNTY may procure services from other sources. If the cost for those services is higher than under this CONTRACT, CONTRACTOR will be responsible for paying COUNTY the difference between CONTRACT cost and price paid, and COUNTY may deduct this cost from any unpaid balance due CONTRACTOR. The price paid by COUNTY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this CONTRACT and under law.
22. **Duty to Inform:** CONTRACTOR shall inform all employees assigned to work on this CONTRACT and all bargaining units representing said employees, that CONTRACTOR is the sole employer. In addition, CONTRACTOR shall notify all employees and their bargaining units that COUNTY is not an employer of CONTRACTOR and has only contracted with CONTRACTOR to provide services. Employees of CONTRACTOR should not expect employment beyond the term of this CONTRACT.
23. **Equal Employment Opportunity:** CONTRACTOR shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

24. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as Project Manager and CONTRACTOR personnel attached hereto, prior to submission to COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
25. **Existing Site Conditions:** Information respecting this site of work given in Scope of Work, drawings, and/or specifications has been obtained by COUNTY's representatives and it's believed to be reasonably correct, but COUNTY does not warrant either the completeness or accuracy of such information, and it is the responsibility of CONTRACTOR to verify all such information.
26. **Expenditure Limit:** CONTRACTOR shall notify COUNTY Project Coordinator in writing when expenditures against CONTRACT reach 75% of the dollar limit on the CONTRACT. COUNTY will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the CONTRACT unless an amendment to cover those costs has been issued.
27. **Firm Price Quotes:** Prices quoted herein shall be firm for the period of CONTRACT.
28. **Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, COUNTY shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by COUNTY in procuring on the open market any services which CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
29. **Hazardous Conditions:** Whenever CONTRACTOR's operations create a condition hazardous to the public, airport employees, COUNTY staff or CONTRACTOR's staff, CONTRACTOR shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at CONTRACTOR's expense and without cost to COUNTY. CONTRACTOR shall comply with COUNTY directives regarding potential hazards.
 CONTRACTOR shall immediately notify the Airport Police Services Control Center at (949) 252-5000 of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances.
30. **Headings Not Controlling:** Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this CONTRACT.
31. **Inspections:** COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this CONTRACT are being complied with.
32. **Interpretation of CONTRACT:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by

COUNTY's assigned buyer. If disagreement exists between CONTRACTOR and COUNTY's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by COUNTY's Purchasing Agent or his designee.

33. **Meet and Confer:** COUNTY and CONTRACTOR hereby agree to meet and confer in good faith in order to resolve any difference affecting the work that may arise during the course of this CONTRACT.
34. **Ownership of Documents:** COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of COUNTY, may be used by COUNTY as it may require without additional cost to COUNTY, and shall be turned over to COUNTY upon demand. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR for any other purpose without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this CONTRACT.
35. **Precedence:** 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.
36. **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 releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by COUNTY unless otherwise agreed to by both PARTIES.
37. **Relationship of PARTIES:** The relationship of the PARTIES hereto is that of COUNTY and CONTRACTOR, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of CONTRACTOR in the conduct of CONTRACTOR's business or otherwise, or a joint venture with CONTRACTOR; and the provisions of this CONTRACT and the contracts relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This CONTRACT is intended for the sole benefit of the PARTIES hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.
38. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. COUNTY's Project Coordinator and CONTRACTOR's Project Manager will meet on reasonable notice to discuss CONTRACTOR's performance and progress under this CONTRACT. If requested, CONTRACTOR's Project Manager and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.
39. **Right to Audit/Records:**
 - a. **Defined:** "CONTRACTOR's records" as referred to in this CONTRACT shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to: records, accounts, financial transactions, books, papers, documents, recordings, notes, daily logs, supervisor reports, receipts, vouchers, memoranda, time sheets, time cards or other employee time tracking methods, payroll registers, payroll records, cancelled payroll checks,

employee schedules (or other means of informing employees of their work schedules), any and all other agreements, sources of information and matters that may in COUNTY's sole discretion have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the CONTRACT, and any other of CONTRACTOR's records which may have a bearing on matters of interest to COUNTY in connection with CONTRACTOR's dealings with COUNTY to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- i. Accuracy of amounts billed to COUNTY for services provided by CONTRACTOR.
 - ii. Compliance with any requirement in this CONTRACT.
- b. **Availability:** CONTRACTOR's records shall upon reasonable notice be open to inspection and subject to audit, review, and/or reproduction during normal business working hours at one location within the limits of the County of Orange in the State of California. Such audits may be performed by COUNTY or an outside representative engaged by COUNTY.

COUNTY Project Coordinator, upon request of CONTRACTOR and at said COUNTY Project Coordinator sole discretion, may authorize records to be kept in a single location outside the limits of the County of Orange in the State of California, provided CONTRACTOR shall agree to pay all expenses including, but not limited to, transportation, food, and lodging necessary for COUNTY Project Coordinator or designee to audit or review CONTRACTOR's records. Said right shall not be exercised by COUNTY Project Coordinator more than once per calendar year.

Upon the request of COUNTY Project Coordinator, CONTRACTOR shall promptly provide, at CONTRACTOR's expense, necessary data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this CONTRACT and to CONTRACTOR's use of the Airport. Such data shall include, if required, a detailed breakdown of CONTRACTOR's operations.

CONTRACTOR agrees to include a similar right for COUNTY to audit records and interview staff of any subcontractors related to performance of this CONTRACT.

- c. **Period:** COUNTY or its designee may conduct such audits or inspections throughout the term of this CONTRACT and for a period of three (3) years after final payment or longer if permitted by law.
- d. **Methodology:** COUNTY or designee may, without limitation by CONTRACTOR, conduct verifications including, but not limited to, inspection of records, observation of CONTRACTOR's employees in or about the Airport Premises, and verification of information and amounts through interview and/or written communications with CONTRACTOR's employees or subcontractors.
- e. **Maintenance:** CONTRACTOR shall, at all times during the term of this CONTRACT, keep or cause to be kept true, complete records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted by the CONTRACT.
- f. **Retention:** All records shall be retained by CONTRACTOR for a period of the balance of the fiscal year in which the record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this CONTRACT expires or CONTRACT terminated.

Should CONTRACTOR cease to exist as a legal entity, CONTRACTOR's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to COUNTY.

- g. **Accounting Year:** Accounting year shall be 12 full calendar months. Accounting year may be established by CONTRACTOR, provided CONTRACTOR notifies COUNTY Auditor-

Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by COUNTY Auditor-Controller unless Auditor-Controller has objected to CONTRACTOR's selection in writing within 60 days of CONTRACTOR's written notification.

In the event CONTRACTOR fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the 12 month period contained in the first one-year term of the CONTRACT.

Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the CONTRACT commencement is not is same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the CONTRACT unless COUNTY Auditor-Controller specifically approves in writing a different accounting year. COUNTY Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on CONTRACTOR, and not because of mere convenience or inconvenience.

- h. **Audit or Review Costs:** The full cost of any audit or review, as determined by COUNTY, shall be borne by COUNTY. CONTRACTOR shall bear the full cost of any audit or review, in addition to any fee deductions applied from Attachment D – *Basis of Deductions*, if any of the following conditions are found to exist as a result of the audit or review:
- i. *With respect to fees due to CONTRACTOR, an overpayment of more than a one percent difference between (a) the amount due CONTRACTOR as calculated by the audit or review and (b) the amount paid by COUNTY to CONTRACTOR for the identical period determined solely by COUNTY.*
 - ii. CONTRACTOR has failed to maintain adequate and complete records and accounts in accordance with this article. COUNTY Project Coordinator or designee shall determine the adequacy of such records.
- i. **Failure to Maintain Adequate Records:** In addition to all other remedies available to COUNTY at law or in equity or under this CONTRACT, in the event that CONTRACTOR fails to maintain and keep records and accounts of its business operations conducted on or from the Airport and/or source documents relating thereto, or to make the same available to the Airport for audit or review, or to provide other information to the Airport regarding fees paid to CONTRACTOR, COUNTY Project Coordinator, at COUNTY Project Coordinator's sole discretion, may:
- i. Perform such inspections, audits, or reviews itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of fees paid to CONTRACTOR, and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by CONTRACTOR upon demand.
 - ii. Provide accounting services and/or a system for recording all operations by CONTRACTOR upon or from COUNTY, and, at COUNTY's option, maintain personnel on the Airport to observe and/or record such operations during CONTRACTOR's business hours.

Costs payable by CONTRACTOR pursuant to this Article shall include reimbursement to COUNTY provided services at such rates as COUNTY may, from time to time, in good faith, establish for such services. In the case of services provided by COUNTY's employees, such rates shall be sufficient to reimburse COUNTY for employees salaries, including employee taxes and benefits and COUNTY's overhead or, at COUNTY's option, may be the rate for such services

that would be charged by a qualified third party or parties, approved by COUNTY Project Coordinator, if engaged by COUNTY to perform such services.

40. **Rules and Regulations:** COUNTY may adopt and enforce rules and regulations which CONTRACTOR agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the FAA and TSA with respect to all operations of the Airport.

CONTRACTOR shall comply with all Airport rules and regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans, Cal OSHA, the California Regional Water Quality Control Board – Santa Ana Region, and the SCAQMD.

To the fullest extent authorized by law, CONTRACTOR shall be liable to COUNTY for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon COUNTY due to CONTRACTOR's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto the Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of CONTRACTOR, its employees, subtenants, agents or suppliers.

COUNTY shall not be liable to CONTRACTOR for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall CONTRACTOR be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with CONTRACTOR's use and occupancy of the Project Site so as to constitute a termination in whole or in part of this CONTRACT by operation of law in accordance with the laws of the State of California.

41. **Stop Work:** COUNTY may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which PARTIES shall have agreed, COUNTY shall either:
- a. Cancel the stop work order; or
 - b. Terminate CONTRACT immediately in whole or in part in writing as soon as feasible. COUNTY is not required to provide 30 days notice of the termination of the CONTRACT to CONTRACTOR if a stop work has been issued.
42. **Subcontracting:** No performance of this CONTRACT or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract any performance of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

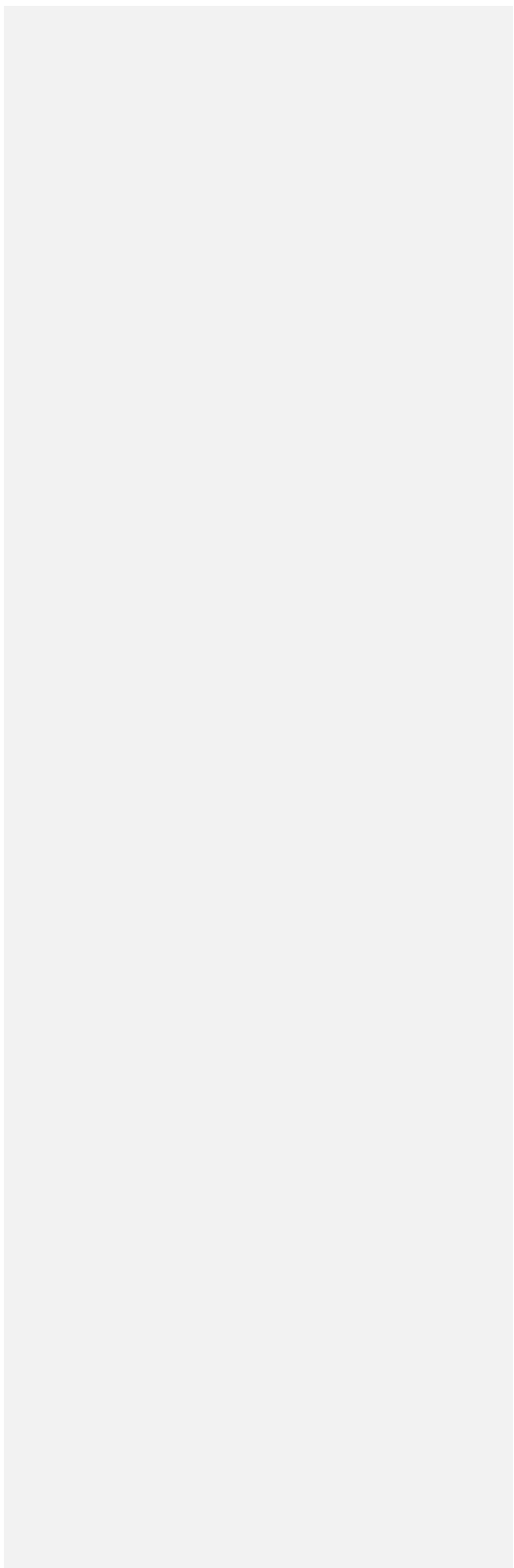
In the event that CONTRACTOR is authorized by COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which COUNTY expects to receive services, COUNTY shall look to CONTRACTOR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

43. **Validity:** 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.
44. **Waiver of Rights:** The failure of COUNTY or CONTRACTOR to insist upon strict performance of any of the terms, covenants or conditions of this CONTRACT shall not be deemed a waiver of any right or remedy that COUNTY or CONTRACTOR may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the CONTRACT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this CONTRACT. Any waiver, in order to be effective, must be signed by the PARTY whose right or remedy is being waived.
45. **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 COUNTY's Project Coordinator and CONTRACTOR's Project Manager 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 (4) 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: JWA/Facilities
Attn: Roger Yee
3160 Airway Avenue
Costa Mesa, CA 92626

cc: JWA/Purchasing
Attn: Tammy Killingsworth
3160 Airway Avenue
Costa Mesa, CA 92626

CONTRACTOR: Flagship Airport Services, Inc.
Attn: Jim Mikacich
1050 N. 5TH ST
San Jose, CA 95112-4400



**ATTACHMENT A
SCOPE OF WORK**

I. SCOPE OF WORK

- A. **Scope of Work:** This scope of work is for Janitorial Services for JWA and its facilities on a 24 hours a day, 7 days per week. 365 days a year basis and includes all weekends and holidays. This includes but is not limited to labor, materials, supplies, and equipment listed and not listed under the scope of work.
- B. Labor shall be based on full time employees working eight (8) hour shifts (not including lunch). Materials and supplies shall be of high quality and meet COUNTY's Project Coordinator approval. Equipment must be industrial grade and meet COUNTY's Project Coordinator's approval. CONTRACTOR shall have 10 days from notification to change any labor, materials, supplies, and equipment not approved by COUNTY Project Coordinator.
- C. Definitions are provided in Attachment C for the purposes of this CONTRACT.

II. INTRODUCTION

- A. Tenant spaces are excluded from this CONTRACT unless directed by COUNTY Project Coordinator. Authorized services to tenant spaces will be invoiced separately and paid for with Additional Services funds.
- B. The Terminal C Customs and Border Protection (CBP) area is only accessible for cleaning when CBP Agents are present. Minimum services will be performed on a daily basis during this time. Major work will be coordinated with CBP on an as-needed basis.
- C. Breakdown of JWA's cleaning areas in square feet is as follows:

Existing Buildings	Carpeted Flooring	Hard Surface Flooring	Restroom (quantities)	Restroom (Total square footage)
Terminal A	64,000	106,600	8	2,000
Terminal B	64,000	106,000	8	2,000
Terminal A TSA	150	200	2	150
Terminal B TSA	150	200	2	150
Gate 1 ABC		300	2	150
Gate 14 ABC		300	2	150
Terminals A&B Commercial Ramp		26,400	6	600
Terminal Admin	13,500	280	5	500
Cogeneration Plant			1	64
Parking Structure Elevator Lobbies		2,400		
3160 Airway	36,000	3,000	7	500
366 Paularino	1,875	250	4	150
Taxicab Lot		160	2	410
Old T-Hangar Restrooms			2	300
New T-Hangar Restrooms			2	350
Changing Trailer Restroom	720		1	40
Maintenance Building	144	180	2	100
Jay's Gate Restroom			1	70
Pilot's Lounge Restroom			2	200
Night Supervisor's Trailer	430			
Superintendent's Trailer	300			
TSA Trailer		960		
Contracts Trailer	720			
F&G Trailer	720			
Totals	182,709	247,230	59	7,884

Future Buildings	Carpeted Flooring	Hard Surface Flooring	Restroom (quantities)	Restroom (Total square footage)
Terminal C	84,000	62,750	9	1000
Customs and Border Protection Area	8,500	6,000	4	900
Terminal C TSA	150	200	2	150
Terminal C Commercial Ramp Parking Structure Elevator Lobbies		26,400 1,000	2	100
Totals	92,650	96,350	17	2,150

III. CONTRACTOR REQUIREMENTS

CONTRACTOR shall:

- A. Have staff fully available to accept additional work from JWA.
- B. Make immediate changes to any existing schedules as determined by the COUNTY Project Coordinator at no additional cost to improve efficiency.
- C. Perform all work in a manner that will minimize inconvenience to the airport employees and the traveling public.
- D. Not block off any area for cleaning purposes between 4:30 a.m. and 10:30 p.m. unless responding to a cleanup incident and actively working.
- E. Provide adequate signage advising the public when custodial work is performed and where safety is concerned.
- F. Add, move, and take away all janitorial service signs at COUNTY Project Coordinator's discretion.
- G. Have all signage approved by the COUNTY Project Coordinator's discretion.
- H. Be 100% operational within 30 days of CONTRACT execution. This shall include but not be limited to supplies, equipment, labor, management, transportation, badging, documentation, records, biometric clocks, fobs, and any other operational recordkeeping devices.

IV. STAFFING

CONTRACTOR shall:

- A. Provide a staffing plan.
- B. Provide a table of tasks and frequencies.
- C. Provide on-site Operational Project Manager, and Shift Supervisors who are dedicated to the CONTRACT on a full-time basis.
- D. Provide Supervisors and Managers that proficiently read, write, and speak English. All new-hire janitorial staff shall be able to converse in English for business purposes.
- E. Replace any personnel including but not limited to management and supervision that COUNTY Project Coordinator does not approve of within 30 days from notification.
- F. Provide and maintain adequate full time and backup supervision that are equally qualified in all respects to assume the responsibilities of supervision in the event of absenteeism.

G. Provide and maintain adequate full time and backup crew members that are equally qualified in all respects to assume the responsibilities of crew members in the event of absenteeism.

H. Schedule Supervisors and janitorial staff in three daily work shifts:

1st shift: 6:00 am to 2:30 pm

2nd shift: 2:00 pm to 11:30 pm

3rd shift: 11:00 pm to 6:30 am.

I. Provide a schedule that varies break times and lunch times so that only half of the shift is at lunch at any one time.

Ensure that staff on break is not in the Terminal seating areas or in public view.

J. Have staff respond to JWA issues as reported directly by JWA personnel. The individual janitor contacted shall make every effort to resolve the issue. In the event the contacted janitor cannot perform a cleanup, the contacted janitor shall immediately inform the shift supervisor to resolve the issue.

Most calls are generated through the Service Desk. The Service Desk will inform the shift supervisor of any issues that they may receive and record the call. The shift supervisor shall contact the Service Desk and inform them when the issue is resolved.

K. Have all personnel properly trained, knowledgeable, and have the ability and authority to respond to or be assigned to any janitorial calls.

V. UNIFORMS

CONTRACTOR shall ensure that all staff is in uniform when working at JWA. Uniforms shall consist of long or short sleeve polo or button-up shirts embroidered with company name, pants, and embroidered jackets. COUNTY Project Coordinator shall approve uniform style and color.

VI. TELEPHONE SERVICE

CONTRACTOR shall:

A. Provide contact phone numbers to Airport personnel to contact a manager, supervisor, or staff members so that they can resolve any custodial maintenance issue, 24 hours a day, 7 days a week, 365 days a year.

B. Provide a phone number of a single cell phone to be carried by the "on-duty" shift supervisors at all times.

VII. RADIOS

CONTRACTOR shall equip all "on-duty" janitorial staff with Family Radio Service (FRS) radios. Radios shall be of sufficient range to allow the "on-duty" supervisor to communicate with "on-duty" janitorial staff at all times. CONTRACTOR shall also supply additional batteries to be charged while radios are in use.

VIII. RESPONSE TIMES

CONTRACTOR shall respond to all custodial issues within five (5) minutes of notification and completely resolve the issue as quickly as possible. If an issue cannot be resolved in 15 minutes, the Service Desk must be notified immediately at (949) 252-4004.

IX. SUPPLIES

CONTRACTOR shall be responsible to purchase, maintain, and supply dispensed consumable products and other supplies. Consumable products dispensed shall be defined as soap, paper towels,

toilet paper, feminine hygiene products, toilet seat covers, trash can liners, sand, cleaning products, rags, urinal cakes, urinal screens, urinal splash guards, carpet guards (Scotch Guard or equivalent), disinfectants, deodorizers, etc.

- A. All products shall be approved by COUNTY Project Coordinator prior to use.
- B. Roll paper shall be of proper size to fit existing JWA roll paper towel dispensers.
- C. Tri-fold paper towels shall be the maximum size to fit existing JWA dispensers properly.
- D. Toilet paper shall be 2-ply in all office areas and 1-ply in the Terminal. Toilet paper shall be the maximum size that can fit in the dispensers properly.
- E. Standard toilet seat covers.
- F. Hand soap shall be mildly scented and be of similar viscosity as the existing soap.
- G. Feminine hygiene products shall be of proper size to be dispensed and CONTRACTOR shall be responsible for maintaining the machines and be able to collect the money from the coin boxes.
- H. Other supplies to be provided by CONTRACTOR, including but not limited to:
 - 1. Anti-bacterial soaps
 - 2. Buffing pads
 - 3. Carpet cleaners
 - 4. Deodorizers
 - 5. Disinfectants
 - 6. Emulsifiers
 - 7. Floor cleaners
 - 8. Glass cleaners
 - 9. Graffiti removal cleaners
 - 10. Gum removers
 - 11. Large trash can liners
 - 12. Marble cleaners
 - 13. Metal cleaners
 - 14. Pathogen neutralizers
 - 15. Powdered cleansers
 - 16. Scrubbing pads
 - 17. Small trash can liners
 - 18. Soaps
 - 19. Spot removers
 - 20. Stain removers
 - 21. Waxes

X. EQUIPMENT

CONTRACTOR shall be responsible to provide and maintain adequate supply on hand of equipment necessary to perform janitorial service, including but not limited to:

1. Brooms
2. Dust mops
3. Dusters
4. Carpet extractors
5. High pressure washers
6. Hoses
7. Ladders
8. Lifts
9. Mop buckets
10. Mop ringers
11. Mops
12. Pile lifters
13. Power escalator sweepers
14. Rags
15. Scaffolding
16. Scouring pads
17. Scrub brushes
18. Sponges
19. Squeegees
20. Vacuums
21. Vehicles

XI. RECORDS

CONTRACTOR shall:

- A. Provide biometric scan records to COUNTY's Project Coordinator each month prior to monthly invoicing.
- B. Install check-in fobs in every restroom within 30 days of start of CONTRACT. Provide records of restroom cleaning frequencies each month prior to monthly invoicing.
- C. Provide payroll records from a payroll company or certified payroll each month prior to or with monthly invoicing.

XII. MSDS RECORDS (Material Safety Data Sheet)

CONTRACTOR shall:

- A. Provide MSDS records of all chemicals to be used at JWA in the performance of custodial services outlined in this scope of work. JWA will approve all chemicals used. On an individual basis, Furnish one copy of the MSDS sheets to:

JWA/Facilities/Contract Section
3160 airway Avenue
Costa Mesa, CA 92626

- B. Post copies of the MSDS sheets in a conspicuous space in the custodial area as required by OSHA hazard communications standard 29 CFR 1910.1200.
- C. Not change or modify existing MSDS without prior authorization from COUNTY Project Coordinator throughout the term of the CONTRACT.

XIII. RUNOFF CONTAINMENT

No chemicals or water runoff shall be allowed into the storm drains.

XIV. HAZARDOUS SUBSTANCES

CONTRACTOR shall comply with and obey all applicable federal, state, and local environmental laws and regulations. CONTRACTOR shall not place, dispose of, allow, cause, or release any Hazardous Substances upon the JWA premises.

CONTRACTOR shall bear the entire cost of removal, clean up and remediation of all Hazardous Substance contamination as a result of CONTRACTOR's operations. In addition to all other rights and remedies of the COUNTY, if CONTRACTOR does not immediately cleanup and remove any such hazardous substance(s) release, COUNTY may pay to have same removed, and CONTRACTOR shall reimburse the COUNTY of all costs incurred by COUNTY.

XV. PERFORMANCE SPECIFICATIONS

CONTRACTOR shall:

- A. Provide full services for all of JWA facilities on a continuous and as needed basis. Ongoing cleaning shall be performed between 5:00 am and 11:00 pm when the facility serves the public and thorough cleaning shall be performed between 11:00 pm and 5:00 am when the facility is closed. CONTRACTOR shall perform any janitorial function that is required to provide and maintain clean facilities.
- B. Provide four (4) full time restroom attendants for Terminals A&B sterile side restrooms.
4:30 am to 8:00 pm
- C. Provide two (2) full time restroom attendants for Terminal C sterile side restrooms.
4:30 am to 8:00 pm
- D. Provide 30 minute cleaning intervals to all other unattended public restrooms within all Terminals.
- E. Inspect, note, keep records, and inform the Service Desk of any maintenance items as they occur.
- F. Inspect trash receptacles and dispose of trash when receptacle is 75% full, when trash is wet or odorous, and/or when receptacle opening is blocked. Trash can liner shall be replaced upon removal of trash.

- G. Instruct each individual janitor to inspect respective areas and perform appropriate cleaning services to maintain the cleanliness of the facility.
- H. Inspect, sift sand, replace sand, and spot clean cigarette urns.
- I. Provide and apply anti-slip products as requested by COUNTY Project Coordinator.
- J. Unstop toilets using hand plunger as discovered or reported. If toilet is still non-functional, CONTRACTOR shall report it to the Service Desk.
- K. CONTRACTOR shall maintain company rags using their own cleaning service or facilities.
- L. All found acts of vandalism shall be reported to the Sheriff's Department (949) 252-5000. Make every attempt to remove non-etched graffiti and stickers as discovered or reported. If graffiti cannot be removed, CONTRACTOR shall report it to the Service Desk.
- M. Add water to floor drains as necessary to prevent sewer odors from entering building.

XVI. PERIODIC CLEANING ITEMS

- A. Provide high cleaning above 30 feet once per year.
- B. Provide linear vent and HVAC diffuser cleaning twice per year.
- C. Provide carpet flushes, extractions, spot cleaning, gum removal twice per year.
- D. Provide Terminal Interior & Exterior High Glass Cleaning above 10 feet twice a year.
- E. Clean refrigerators on the inside and outside on a monthly basis

XVII. CARPET

- A. Bonnet machines are prohibited for carpet care as well as Freon and similar products that freeze gum for removal. Pile lifters and highly efficient vacuums are required. The prime CONTRACTOR shall hot water spot extract all spills occurring during operating hours and perform additional thorough cleaning (if necessary) during the overnight hours.
- B. Maintain the cleanliness of the carpet. This includes but is not limited to gum, stain, and spot removal, extractions, pile lifting, and vacuuming on a continuous and scheduled basis. Prime CONTRACTOR is CONTRACTOR accountable for this CONTRACT.

In addition to vacuuming the entire carpeted areas of the Terminal nightly, CONTRACTOR shall also perform nightly extraction of 8,500 square feet of carpet in Terminals A and B, and 8,500 square feet in Terminal C.

Scenario 1: Terminal Carpet Extraction– Resistech subcontractor

- A. Hire, as a subcontractor, a flooring company to perform nightly carpet flushes, hot water extractions, spot cleaning, gum removal and applications of Invista's Resistech. Performing nightly extractions over the course of one month, the entire terminal carpet will be extracted and treated with Resistech. This monthly cycle will be repeated over the entire term of the CONTRACT.
- B. Incorporate subcontractor's recommendations for the methods of cleaning and equipment necessary for cleaning in the day to day operations.
- C. Have the flooring company continue services with a seamless transition from the previous CONTRACTOR to the incoming CONTRACTOR.
- D. Support subcontractor in all ways necessary to achieve clean carpet with a great appearance.
- E. Assign all subcontractors' work.
- F. Coordinate all subcontractors' work.

- G. Direct all subcontractors' activities.
- H. Monitor all subcontractors' activities.
- I. Pay for subcontractor's services.

Scenario 2: Terminal Carpet Extraction- CONTRACTOR

Purchase and maintain all carpet extracting equipment. Performing nightly extractions over the course of one month, the entire terminal carpet will be extracted and treated with a topical carpet treatment. This monthly cycle will be repeated over the entire term of the CONTRACT. Carpet extracting equipment shall include but not be limited to:

- A. Fans/blowers
- B. Portable Extractors
- C. 3 truck mount carpet extracting units
- D. Barricades
- E. Wet floor signs
- F. Topical carpet treatment (Scotch Guard, Teflon, etc)

XVIII. ADDITIONAL SERVICES/EMERGENCIES

- A. CONTRACTOR may be asked to submit supplemental proposals for work not called for under the fixed price portion of the Scope of Work, including, but not limited to additional work, and any similar type of work not stated elsewhere in this Scope of Work.
- B. COUNTY reserves the right to use alternative sources for completion of work, other than basic services, to obtain competitive proposals for additional services.
- C. If COUNTY Project Coordinator authorizes work by an alternate source or authorizes CONTRACTOR to subcontract the work; 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. In such cases CONTRACT may be adjusted accordingly.
CONTRACTOR will be allowed a markup no greater than 10% of actual costs from the subcontractor for payment submission for all subcontractor labor, materials, and equipment.
- D. CONTRACTOR shall continue to provide services covered under this CONTRACT that is not affected by work provided by an alternate source.
- E. CONTRACTOR shall agree to respond immediately to all COUNTY requests for emergency situations.

XIX. QUALITY ASSURANCE

- A. Consequences of CONTRACTOR'S Failure to Perform Required Services
CONTRACTOR shall perform Scope of Work requirements as described herein. COUNTY will apply one or more of the surveillance methods mentioned below and will deduct an amount from CONTRACTOR'S invoice or otherwise withhold payment for unsatisfactory or non-performed work. COUNTY reserves the right to change surveillance methods at any time during the CONTRACT without notice to CONTRACTOR.
- B. Surveillance Methods
COUNTY may apply surveillance methods to determine CONTRACTOR compliance. These include, but are not limited to: Routine inspection, random sampling without extrapolated deductions, and planned sampling, incidental inspections and validated customer complaints

as supplemental surveillance methods. When using these surveillance methods, deductions will be taken for all observed defects.

C. Procedures: In the case of unsatisfactory or non-performed work, COUNTY may:

1. Give CONTRACTOR written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing Scheduled Deductions. Such written notice shall not be a prerequisite for withholding payment for non-performed work. COUNTY may specify, as provided for below, that Scheduled Deductions can be assessed against CONTRACTOR. Such Scheduled Deductions are to compensate COUNTY for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.
2. At its option, allow CONTRACTOR an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to COUNTY. Corrective action must be completed within 24 hours of notice. The original inspection results of CONTRACTOR's work will not be modified upon re-inspection. However, CONTRACTOR will be paid for satisfactorily re-performed work.
3. Deduct from CONTRACTOR's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Basis of Deductions or provided by other provisions of CONTRACT, unless CONTRACTOR is required to re-perform and satisfactorily complete the work.
4. At its option, perform the work by COUNTY personnel or by other means. COUNTY will reduce the amount of payment to CONTRACTOR, by the amount paid to any COUNTY personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the schedule will be used as the basis for the deduction.

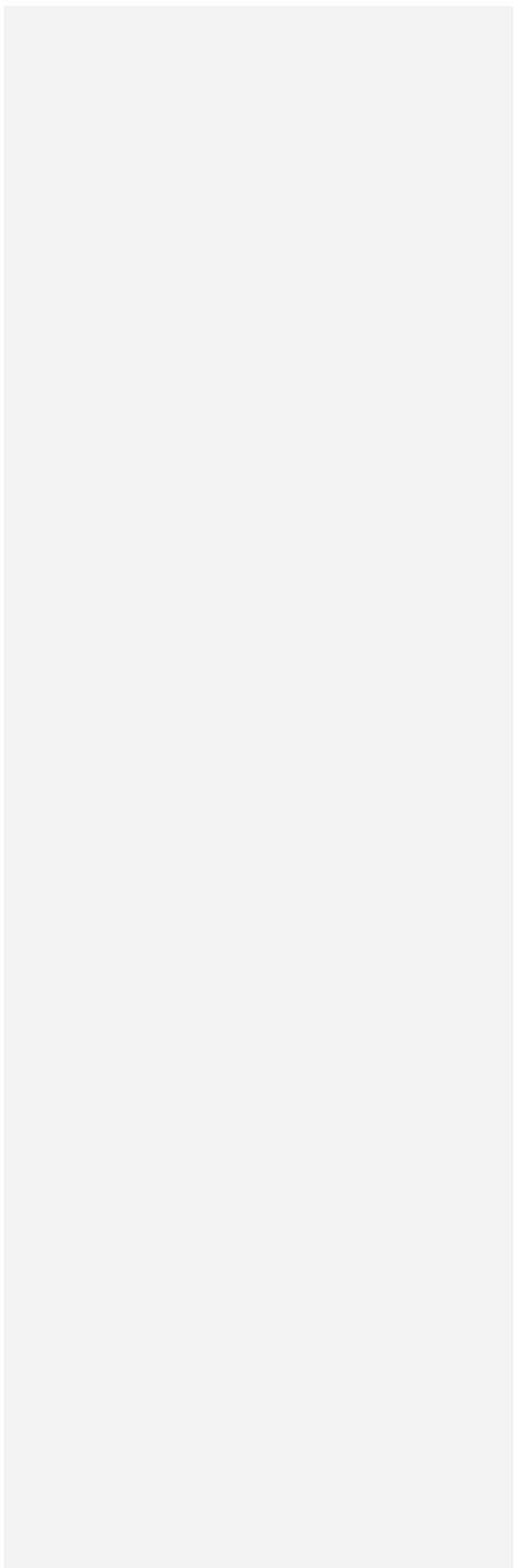
D. Re-performance

Re-performance by CONTRACTOR does not waive COUNTY'S right to terminate for nonperformance and all other remedies for default as may be provided by law.

E. Estimating the Price of Non-Performed or Unsatisfactory Work

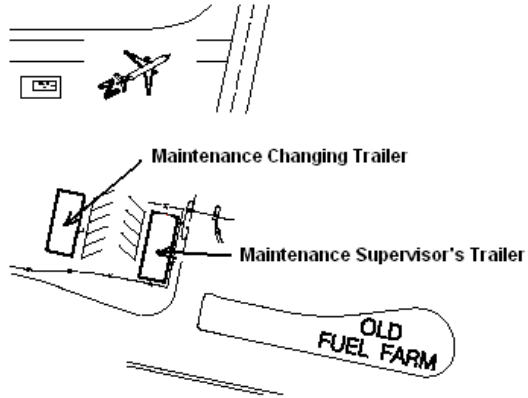
In accordance with the "Consequences of CONTRACTOR'S Failure to Perform Required Services", deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Basis of Deductions, or on the basis of the actual cost to COUNTY, estimated methods may be used. Engineered Performance Standards (EPS) or other estimating sources may be utilized to estimate the cost of non-performed work or the costs that would be incurred in remedying unsatisfactory work. COUNTY may estimate the cost using wage rate and fringe benefits included in the wage determinations included in this CONTRACT. COUNTY may estimate CONTRACTOR'S overhead and profit rates and estimates of material costs, if applicable.

TERMINALS A, B AND C

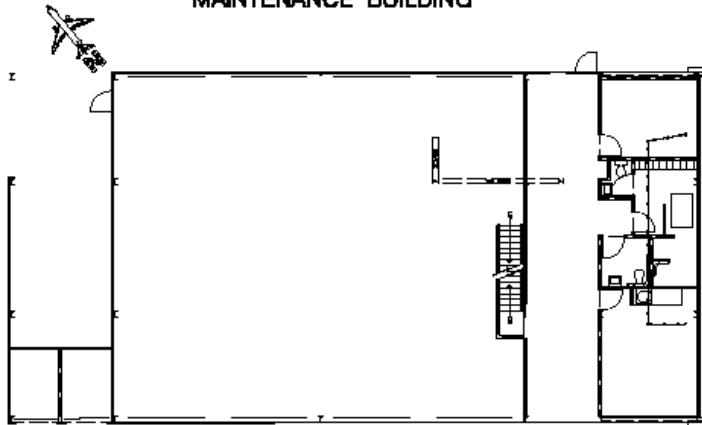


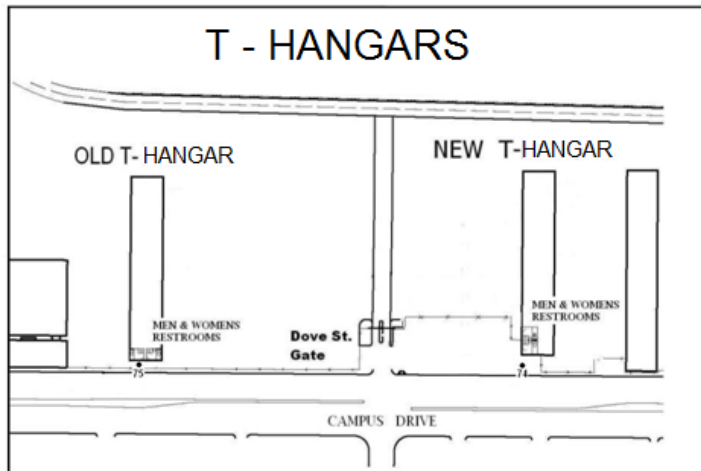


Maintenance Changing Trailer Maintenance Supervisor's Trailer

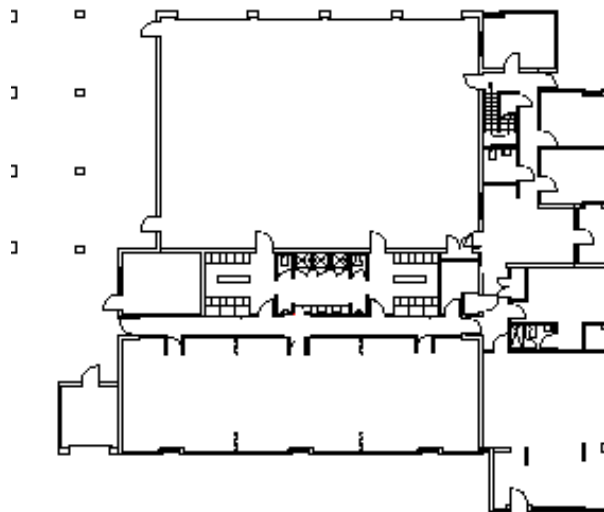


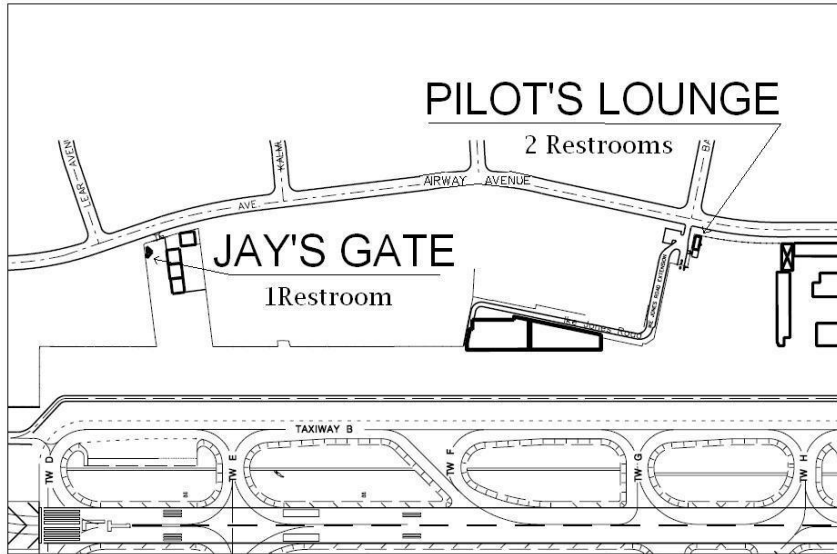
MAINTENANCE BUILDING



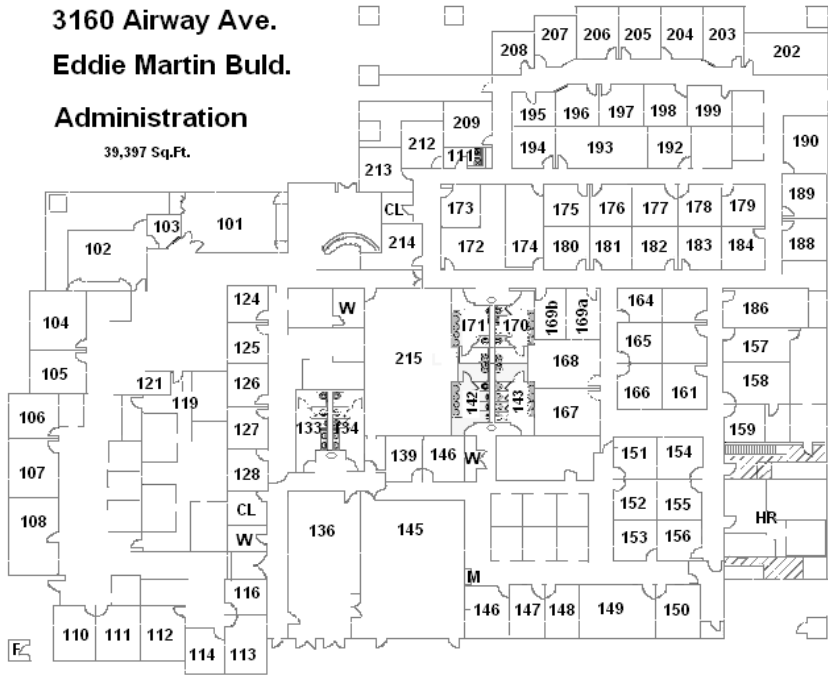


BUILDING 366

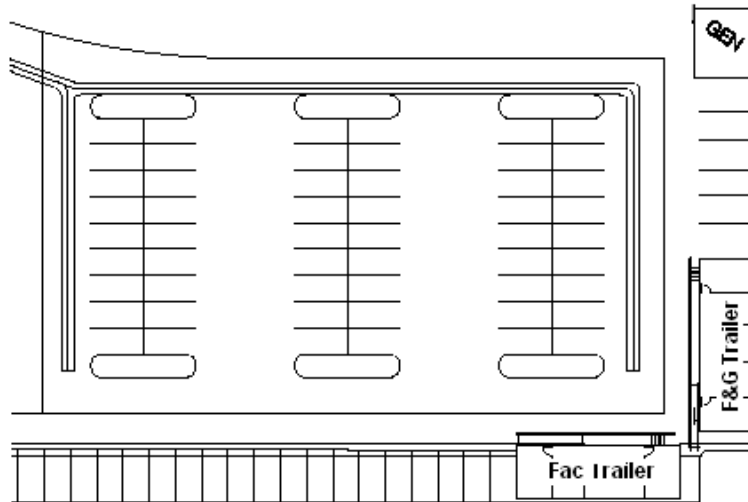


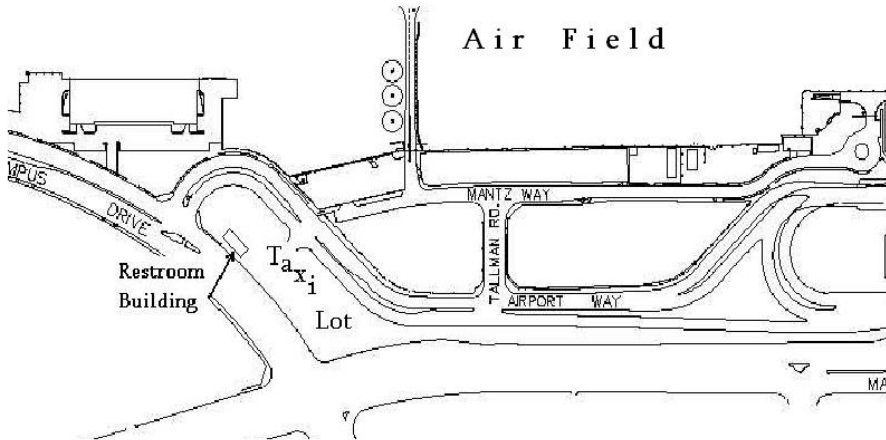


**3160 Airway Ave.
Eddie Martin Buld.
Administration**
39,397 Sq.Ft.

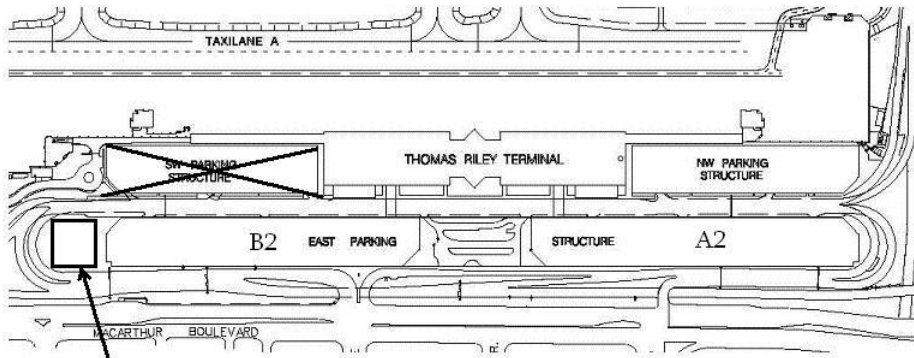


3160 ADMINISTRATION BUILDING





Taxi Lot Restroom Building



Co-Gen Plant

Terminal Building - Shift 1

Day Janitorial Services Shift 1: 7 Days Per Week

Shift 1 janitorial staff shall continually police, monitor and move throughout the Airport space maintaining the cleanliness of the facility. The day staff will focus on the public and employee areas.

Respond to spills or emergency cleaning needs	As needed
Restroom - Public Terminal Restrooms	
Police restroom and tidy as needed	16X
Check floors for spills and clean as needed, with proper usage of Wet Floor signs	16X
Wipe down counter and sink areas w/disinfectant	16X
Wipe down dispensers	16X
Wipe down mirrors	16X
Damp mop floors w/disinfectant	16X
Spot wash walls, partitions and doors	16X
Check all dispensers and fill as needed	16X
Spot clean toilets and urinals as needed	16X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X
Wipe smudges on walls, doors, partitions	8X
Unstop toilets using hand plunger as discovered or reported	As needed
Report any broken items or emergencies to Aripport Ops/Management	As needed
Report to Airport Operations and remove graffiti from walls, doors, and partitions	As needed
Restrooms will have (4) Full-time Attendants A&B Sterile Side starting at 4:30am, Shift 1	X
Restrooms will have (2) Full-time Attendants C Sterile Side starting at 4:30am, Shift 1	X
Gates	
Police Gate seating area after each flight	8X
Pickup debris on seats, end tables, wipe off liquid or smudges as needed	8X
Pickup debris on carpets	8X
Spot vacuum carpets as needed	X
Spot clean carpet with hand kit as needed	X
Empty trashcans that are 75% full	8X
Empty trashcans that are 75% full, wipe down container top and sides as needed	8X
Spot clean smudges on metal, brite work , wood work and wall surfaces	2X
Wipe clean drinking fountains	1X
Wipe clean telephone areas	1X
Wipe clean doors and frames	1X
Wipe clean columns as needed	1X
Wipe clean counters	1X
Jetbridge	
Police rubber flooring and spot clean marks as needed	2X
Police rubber flooring pickup debris as needed	2X
Empty trashcans that are 2/3 full	2X
Spot clean smudges on metal, brite work , wood work and wall surfaces	X
Terminal Aisleways	
Pickup debris on carpets as needed	8X
Spot vacuum carpets as needed	8X
Spot clean carpet with hand kit as needed	8X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X
Spot clean smudges on metal, brite work , wood work and wall surfaces	2X

Spot clean public kiosks, displays and monitors (private retail not included)	2X	
Police Ticket Counter front areas for debris on the carpet/hard floors	4X	
Empty public trashcans that are 2/3 full, wipe down container top and sides as needed	4X	
Police Ticket Counter front area and wipe down any spills or visible marks	4X	
Wipe clean benches and tables as needed	2X	
Wipe clean drinking fountains	1X	
Wipe clean telephone areas	1X	
Elevators/Escalators		
Police elevator, pickup debris on floor, damp wipe smudges on doors or walls	4X	
Police escalator for debris on tracks, remove as possible	4X	
Spot clean metal and brite work, wipe down as needed	2X	
Spot clean smudges on glass	2X	
Baggage		
Police carpet adjacent to carousels, pickup debris, hand kit spot clean as needed	8X	
Police hardfloor in baggage area, pickup debris as needed	8X	
Pickup debris on Carousels, spot clean smudges, ensure area is tidy	8X	
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X	
Wipe clean benches as needed	2X	
Wipe clean drinking fountains	1X	
Wipe clean telephone areas	1X	
Spot clean doors as needed		
Entrances		
Police entrance area flooring and pickup debris as needed	8X	
Police entrance door glass and wipe clean, remove smudges	8X	
Check ash urns as applicable, clean out buds, wipe down exterior	8X	
Clean any visible spills	8X	
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X	
Exterior Concrete Walkways		
Police exterior concrete and pickup debris as needed	5X	
Empty trashcans that are 75% full, wipe down container top and sides as needed	5X	
Inspect, sift sand, and spot clean cigarette urns as needed	5X	
Wipe down exterior seating surfaces	5X	
Wipe down visible smudges or marks as able on surfaces adjacent to walkway	2X	
Admin Offices		
Police Office Areas for debris on the carpet/hard floors	2X	
Police Office Break Room, clean as needed	2X	
Police Office Conference Room, straighten and clean as needed	2X	
PoliceOffice Crew Lounges, straighten and clean as needed	2X	
Police Office Employee Break/Vending, straighten and clean as needed	2X	
Police and clean Restrooms per RR Spec above	2X	
Police Office Locker Room, straighten and clean as needed	2X	
Spot clean metal, glass and surfaces that have visible smudges in Ramp Office Areas	X	
TSA Offices		
Police Office Areas for debris on the carpet/hard floors	2X	
Police Office Break Room, clean as needed	2X	
Police Office Conference Room, straighten and clean as needed	2X	
PoliceOffice Crew Lounges, straighten and clean as needed	2X	

Police Office Employee Break/Vending, straighten and clean as needed	2X
Police and clean Restrooms per RR Spec above	2X
Police Office Locker Room, straighten and clean as needed	2X
Spot clean metal, glass and surfaces that have visible smudges in Ramp Office Areas	X
Ramp Area	
Police Ramp Area for debris on the floors, pickup as needed	2X
Sweep and clean as needed	2X
Police Ramp Office Break Room, wipe down tables, chairs and counter, empty trash	2X
Police and clean Restrooms per RR Spec above	2X
Police ramp stairwells and pick up debris and sweep as needed	1X

CBP CUSTOMS AND BORDER PROTECTION (FIS AREA)

Per Attachment A Scope this area is only accessible while Agents are present. The specific areas found in the CBP areas will be cleaned as specified in this Cleaning Frequency List. For example, Restrooms found in these areas will be serviced per the Restroom spec, etc.

Terminal Building – Shift 2

Day Janitorial Services Shift 2: 7 Days Per Week

Shift 2 janitorial staff shall continually police, monitor and move throughout the Delta Airline space maintaining the cleanliness of the facility. The day staff will focus on the public and employee areas.

Service Description Per Shift on 2nd Shift

Respond to spills or emergency cleaning needs	As needed
Restroom - Public Terminal Restrooms	
Police restroom and tidy as needed	16X
Check floors for spills and clean as needed, with proper usage of Wet Floor signs	16X
Wipe down counter and sink areas w/disinfectant	16X
Wipe down dispensers	16X
Wipe down mirrors	16X
Damp mop floors w/disinfectant	16X
Spot wash walls, partitions and doors	16X
Check all dispensers and fill as needed	16X
Spot clean toilets and urinals	16X 8X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	
Wipe smudges on walls, doors, partitions	8X
Unstop toilets using hand plunger as discovered or reported	As needed
Report any broken items or emergencies to Aripport Ops/Management	As needed
Report to Airport Operations and remove graffiti from walls, doors, and partitions	As needed
Restrooms will have (4) Full-time Attendants A&B Sterile Side until 9:00pm, Shift 2	
Restrooms will have (2) Full-time Attendants C Sterile Side until 9:00pm, Shift 2	X
Gates	
Police Gate seating area after each flight	8X
Pickup debris on seats, end tables, wipe off liquid or smudges as needed	8X
Pickup debris on carpets	8X
Spot vacuum carpets as needed	8X
Spot clean carpet with hand kit as needed	8X
Empty trashcans that are 2/3 full	8X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X
Spot clean smudges on metal, brite work , wood work and wall surfaces	2X
Wipe clean drinking fountains	1X
Wipe clean telephone areas	1X
Wipe clean doors	1X
Wipe clean columns as needed	1X
Wipe clean counters	1X
Jetbridge	
Police rubber flooring and spot clean marks as needed	2X
Police rubber flooring pickup debris as needed	2X
Empty trashcans that are 2/3 full	2X
Spot clean smudges on metal, brite work , wood work and wall surfaces	X
Terminal Aisleways	
Pickup debris on carpets as needed	8X
Spot vacuum carpets as needed	8X
Spot clean carpet with hand kit as needed	8X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X
Spot clean smudges on metal, brite work , wood work and wall surfaces	2X
Spot clean public kiosks, displays and monitors (private retail not included)	2X

SHIFT 2	
Ticketing Area	
Police Ticket Counter front areas for debris on the carpet/hard floors	4X
Empty public trashcans that are 2/3 full, wipe down container top and sides as needed	4X
Police Ticket Counter front area and wipe down any spills or visible marks	4X
Wipe clean benches and tables as needed	2X
Wipe clean drinking fountains	1X
Wipe clean telephone areas	1X
Elevators/Escalators	
Police elevator, pickup debris on floor, damp wipe smudges on doors or walls	4X
Police escalator for debris on tracks, remove as possible	4X
Spot clean metal and brite work, wipe down as needed	2X
Spot clean smudges on glass	2X
Baggage	
Police carpet adjacent to carousels, pickup debris, hand kit spot clean as needed	8X
Police hardfloor in baggage area, pickup debris as needed	8X
Pickup debris on Carousels, spot clean smudges, ensure area is tidy	8X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X
Wipe clean benches as needed	2X
Wipe clean drinking fountains	1X
Wipe clean telephone areas	1X
Spot clean doors as needed	1X
Entrances	
Police entrance area flooring and pickup debris as needed	8X
Police entrance door glass and wipe clean, remove smudges	8X
Check ash urns as applicable, clean out buds, wipe down exterior	8X
Clean any visible spills	8X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	8X
Exterior Concrete Walkways	
Police exterior concrete and pickup debris as needed	5X
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	5X
Inspect, sift sand, and spot clean cigarette urns as needed	5X
Wipe down exterior seating surfaces	5X
Wipe down visible smudges or marks as able on surfaces adjacent to walkway	2X
Admin Offices	
Police Office Areas for debris on the carpet/hard floors	2X
Police Office Break Room, clean as needed	2X
Police Office Conference Room, straighten and clean as needed	2X
Police Office Crew Lounges, straighten and clean as needed	2X
Police Office Employee Break/Vending, straighten and clean as needed	2X
Police and clean Restrooms per RR Spec above	2X
Police Office Locker Room, straighten and clean as needed	2X
Spot clean metal, glass and surfaces that have visible smudges in Ramp Office Areas	X
TSA Offices and Trailers	
Police Office Areas for debris on the carpet/hard floors	2X
Police Office Break Room, clean as needed	2X
Police Office Conference Room, straighten and clean as needed	2X
Police Office Crew Lounges, straighten and clean as needed	2X
Police Office Employee Break/Vending, straighten and clean as needed	2X
Police and clean Restrooms per RR Spec above	2X
Police Office Locker Room, straighten and clean as needed	2X
Police and clean control room	2X
Spot clean metal, glass and surfaces that have visible smudges in Ramp Office Areas	X
Ramp Area	
Police Ramp Area for debris on the floors, pickup as needed	2X
Sweep and clean as needed	2X
Police Ramp Office Break Room, wipe down tables, chairs and counter, empty trash	2X
Police and clean Restrooms per RR Spec above	2X
Police ramp stairwells and pick up debris and sweep as needed	1X

Terminal Building - Shift 3

Shift 3, 7 Days Per Week

Shift 3 janitorial staff shall provide the heavy and detail cleaning of the assigned areas.

Restrooms

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Remove all trash and place in specified dumpster	X				
Clean and polish all stainless steel dispensers	X				
Fill all dispensers	X				
Clean and sanitize all fixtures, fittings & toilets w/disinfectant	X				
Clean and polish mirror and vanity surface	X				
Damp mop floors w/disinfectant	X				
Remove cob webs to 10 feet		X			
Spot wash walls, partitions and doors		X			
Clean and polish all door and floor tracks		X			
Clean and polish stainless steel		X			
Clean and disinfect all partitions		X			
Flush floor drains with fresh water		X			
Clean vents			X		
Using Kaivac Machine, detail wash tiles walls areas, floors, partitions, sinks, toilets and fixtures			X		
Machine Scrub Ramp Restroom Floors (no wax)			X		
Unstop toilets using hand plunger as discovered or reported		As needed			

Gate Hold Room Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Spot clean and wipe down Podium	X				
Collect trash at Podium and place in specified dumpster, replace liner as necessary	X				
Pickup debris on the floor directly behind the podiums	X				
Pickup debris on the entire carpeted Gate Hold Room Area	X				
Pickup debris on all tables and chairs in Gate Hold Room Area	X				
Spot clean all tables and chairs and remove visible smudges	X				
Vacuum all carpeted Gate Hold Room Areas	X				
Spot clean any major spills on carpets	X				
Collect trash and place in specified dumpster, replace liners as needed	X				
Wipe down fire extinguisher boxes		X			
Remove cob webs to 10 feet		X			
Clean and polish stainless steel		X			
Spot clean podium for smudges		X			
Clean hi traffic carpet areas in Gate Hold Room Areas		X			
Dust and spot clean vertical surfaces, signs and ledges up to 8 ft		X			
Clean and organize janitor's closet		X			
Shampoo and Extract all carpets in Gate Hold Rooms			X		
Dust HVAC vents			X		
Dust and clean walls and columns			X		

Jetbridges – Shift 3

Service Description	Dly	Wkly	Mthly	Qrly	Yrly
Spot clean and wipe down smudges on walls	X				
Pickup debris on the floor	X				
Dust mop and Damp mop rubber Jetway flooring	X				
Remove cob webs to 10 feet		X			
Wipe down walls, remove smudges as able		X			
Dust HVAC vents			X		
Light scrub of Jetbridge rubber flooring per manufacturers spec				X	

Terminal Aisleways - Shift 3

Service Description	Dly	Wkly	Mthly	Qrly	Yrly
Pickup debris on carpets	X				
Vacuum carpets	X				
Spot clean carpet as needed	X				
Empty trashcans that are 2/3 full, wipe down container top and sides as needed	X				
Dust mop and damp mop marble floor	X				
Dust and spot clean vertical surfaces, signs and ledges up to 8 ft		X			
Clean and polish stainless steel		X			
Remove cob webs to 10 feet		X			
Apply anti slip product as requested County Project Coordinator			X		
Spot clean smudges on metal, brite work , wood work and wall surfaces			X		
Spot clean public kiosks, displays and monitors (private retail not included)			X		
Shampoo and extract carpets on cycle basis to complete monthly			X		

Ticketing Area - Shift 3

Service Description	Dly	Wkly	Mthly	Qrly	Yrly
Remove fingerprints and smudges from counters	X				
Gather all waste and place in specified dumpster	X				
Replace liners in waste baskets if necessary	X				
Vacuum ticket counter & public office areas	X				
Dust mop and damp mop marble floor	X				
Wipe clean benches and tables as needed	X				
Wipe clean drinking fountains	X				
Wipe clean telephone areas	X				
Sweep hallways	X				
Clean Janitors Closet in Men's Restroom in south ticketing area		X			
Wipe down fire extinguisher boxes		X			
Spot clean carpets where needed		X			
Detail vacuum edges, under desks & around furniture		X			
Clean and polish stainless steel areas		X			
Dust/wipe down cleared counter surfaces		X			
Dust and spot clean vertical surfaces, signs and ledges up to 8 ft		X			
Clean and polish stainless steel		X			
Remove cob webs to 10 feet		X			
Wipe down stantions			X		

Ticketing Area - Shift 3 (Cont.)					
Clean exterior window ledges and doors inside and outside up to 8 ft			X		
Clean Roll -Down security screens			X		
Dust and clean walls and columns			X		

Elevator/Escalator/Stairs - Shift 3

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Elevator - Wet mop hard floor or vacuum carpeting as applicable	X				
Elevator - wipe down walls	X				
Elevator - wipe down entrance doors interior and exterior	X				
Escalator - pickup debris in tracks as possible	X				
Escalator - wipe down metal side walls, clean glass	X				
Escalator - using automatic escalator cleaner, clean step tracks on cycle to complete weekly		X			
Stairs - pickup debris on stairs	X				
Stairs - damp wipe down rails, metal surfaces, and remove smudges as able	X				
Stairs - damp wipe stairs	X				
Stairs - dand scrub stairs and landings with deck brush		X			

Baggage Area – Shift 3

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Pickup debris on carousels	X				
Vacuum carpeted flooring area	X				
Spot clean carpets as needed	X				
Dust mop and damp mop hard floor areas	X				
Gather all waste and place in specified dumpster	X				
Replace liners in waste baskets if necessary	X				
Dust mop and damp mop marble floor	X				
Remove cob webs to 10 feet		X			
Clean and polish stainless steel		X			
Wipe down monitors, reachable surfaces, containers		X			
Wipe down exterior sides of carousels		X			
Vacuum Carousel carpeted tops		X			
Dust and spot clean vertical surfaces, signs and ledges up to 8 ft		X			
Wipe down fire extinguisher boxes		X			
Shampoo and extract carpets on cycle basis to complete monthly			X		
Clean statue			X		
Clean exterior window ledges and doors inside and outside			X		
Clean Roll -Down security screens			X		
Dust and clean walls and columns			X		

Entrances – Shift 3

Service Description	Dly	Wkly	Mthly	Qtrly	Yrly
Pickup debris on floor	X				
Vacuum carpeted flooring area	X				
Spot clean carpets as needed	X				
Dust mop and damp mop hard floor areas	X				
Gather all waste and place in specified dumpster	X				
Replace liners in waste baskets if necessary	X				
Wipe down monitors and containers	X				
Clean entrance glass to 8 feet	X				
Inspect, sift sand, replace sand and wipe clean cigarette urns	X				
Remove cob webs to 10 feet		X			
Clean and polish stainless steel		X			
Dust and spot clean vertical surfaces, signs and ledges up to 8 ft		X			
Shampoo and extract carpets on cycle basis to complete monthly			X		

Office Areas – Shift 3

Service Description	Dly	Wkly	Mthly	Qtrly	Yrly
Gather all waste and place in specified dumpster	X				
Replace liners in waste baskets if necessary	X				
Properly arrange chairs in offices	X				
Leave office doors as they were found, exterior doors to be secured	X				
Report any occurrence that may be out of the ordinary	X				
Vacuum office areas	X				
Dust/damp mop VCT hardfloor areas	X				
Hand spot clean carpets as needed		X			
Dust all cleared work surfaces and low partitions		X			
Spot clean partition glass		X			
Dust/wipe down conference room chairs and tables		X			
Dust and spot clean vertical surfaces, signs and ledges up to 8 ft		X			
Remove cob webs to 10 feet		X			
Clean and polish stainless steel			X		
High dust all horizontal surfaces to hand height			X		
Detail vacuum edges, under desks & around furniture			X		
Brush/vacuum upholstered chairs as needed			X		
Dust any vertical mini-blinds			X		
Hi speed buff VCT tile flooring			X		
Scrub and Wax VCT (tile) floors				X	
Clean high traffic carpeted hallway, conference and meeting room areas			X		
Strip and Wax VCT (tile) floors or as needed					X
Shampoo and extract all carpets				X	

Break-Room Area – Shift 3

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Damp wipe table tops and chair surfaces	X				
Replenish paper towels	X				
Collect trash and place in specified dumpster, replace liner as necessary	X				
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Vacuum carpet areas	X				
Wipe down refrigerator and microwaves		X			
Remove cob webs to 10 feet		X			
Clean and polish stainless steel			X		
Scrub and Wax VCT (tile) floors			X		
Clean refrigerators on the inside and outside			X		
Clean high traffic carpets				X	
Strip and Wax VCT (tile) floors					X
Shampoo and extract all carpets				X	

Sky Cap Stations – Shift 3

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Remove all trash and place in specified dumpster	X				
Damp wipe down podium visible front and sides		X			
Wipe down any public monitors		X			

Exterior Concrete and Stairwells Steps - Shift Varies

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Pressure wash with high pressure hot water the entrance, curb side concrete walkways, and stairwells steps on a continuous cycle to complete all areas Monthly. The water must be recovered and drains dammed.			X		

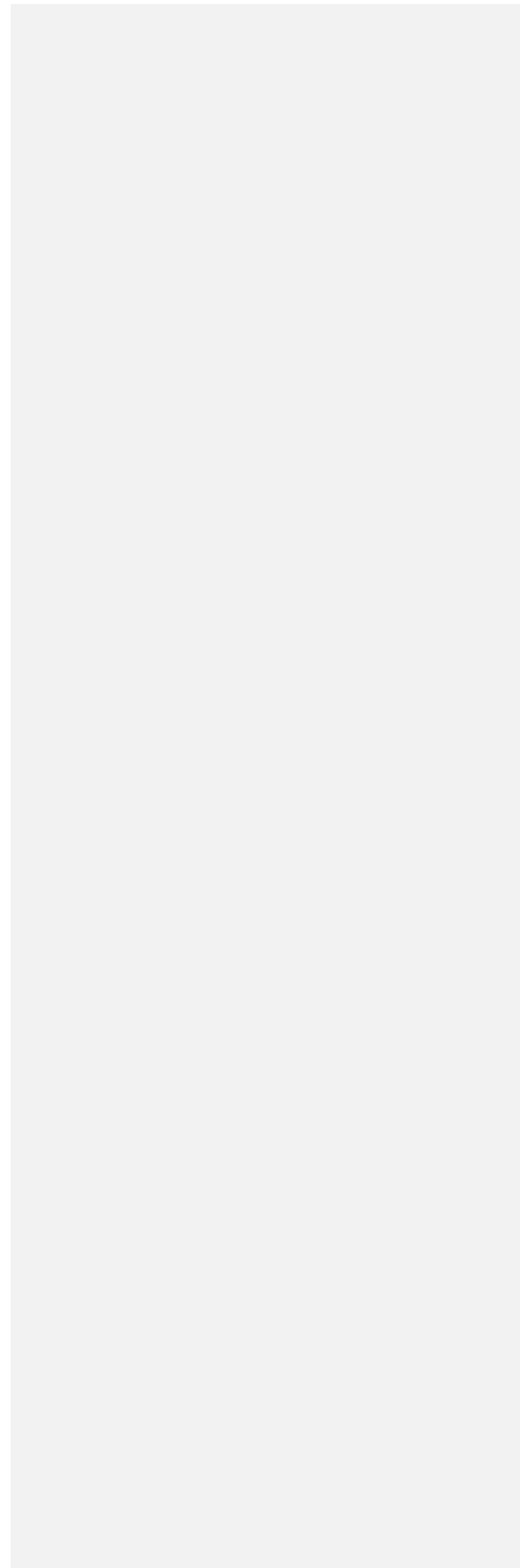
Service Level – South Side - Shift Varies

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Sweep loading dock floors	X				
Scrub loading dock floors		X			
Clean compactor area		X			
Scrab service tunnel floor				X	

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Terminal glass entrance doors washed daily and spot cleaned by porters on each shift	X				
Escalator glass is washed daily	X				
Terminal interior and exterior windows from the ground to first horizontal frame	X				

Glass- Shift Varies**Project Periodic Services- Shift Varies**

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
High cleaning above 30 feet					X
Linear Vent and HVAC diffusers cleaned					2X
Carpet flushes, extractions, spot cleaning, gum removal					2X
Terminal Interior & Exterior High Glass cleaning above 10 feet					2X



3160 Airway Ave. Administration Building**Day Janitorial Services Shift 1, 5 days per week**

3160 Admin Bldg (Day Porter services 5x per week this Building)	Dly
Police and clean Restrooms per day RR Spec	X
Police Lobby, pickup debris on floor, spot clean any spills, wipe down smudges	X
Wipe down entrance doors or smudges on entrance glass in Lobby	X
Police and tidy Break Room, wipe tables, pickup debris, clean counter	X
Police Conference Rooms, arrange chairs, pickup debris, wipe down tables	X

Evening Janitorial Services Shift 3, 5 days Per Week:**Restrooms**

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Remove all trash and place in specified dumpster	X				
Clean and polish all stainless steel dispensers	X				
Fill all dispensers	X				
Clean and sanitize all fixtures, fittings & toilets w/disinfectant	X				
Clean and polish mirror and vanity surface	X				
Damp mop floors w/disinfectant	X				
Spot wash walls, partitions and doors		X			
Clean and polish all door and floor tracks		X			
Clean and disinfect all partitions		X			
Flush floor drains with fresh water		X			
Using Kaivac Machine, detail wash tiles walls areas, floors, partitions, sinks, toilets and fixtures				X	
Machine Scrub Ramp Restroom Floors (no wax)				X	

Office Areas

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Gather all waste and place in specified dumpster	X				
Replace liners in waste baskets if necessary	X				
Properly arrange chairs in offices	X				
Leave office doors as they were found, exterior doors to be secured	X				
Report any occurrence that may be out of the ordinary	X				
Vacuum office areas	X				
Dust/damp mop VCT hardfloor areas	X				
Elevator - Wet mop hard floor or vacuum carpeting as applicable	X				
Elevator - wipe down walls	X				
Elevator - wipe down entrance doors interior and exterior	X				
Hand spot clean carpets as needed		X			
Dust all cleared work surfaces and low partitions		X			
Spot clean partition glass		X			
Dust/wipe down conference room chairs and tables		X			
High dust all horizontal surfaces to hand height			X		
Detail vacuum edges, under desks & around furniture			X		
Brush/vacuum upholstered chairs as needed			X		
Dust any vertical mini-blinds			X		
Hi speed buff VCT tile flooring			X		
Clean high traffic carpeted hallway, conference and meeting room areas			X		

Evening Janitorial Services Shift 3, 5 days Per Week: Office Areas (Cont.)					
Scrub and Wax VCT (tile) floors				X	
Strip and Wax VCT (tile) floors				X	
Shampoo and extract all carpets					X

Break - Room Area - Shift 3, 5 days per week

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Damp wipe table tops and chair surfaces	X				
Replenish paper towels	X				
Collect trash and place in specified dumpster, replace liner as necessary	X				
Sweep, dust mop and/or damp mop all hard floor surfaces	X				
Vacuum carpet areas	X				
Wipe down refrigerator and microwaves		X			
Clean refrigerators on the inside and outside			X		
Scrub and Wax VCT (tile) floors			X		
Clean high traffic carpets				X	
Strip and Wax VCT (tile) floors				X	
Shampoo and extract all carpets					X

Glass

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
3160 Admin Bldg Perimeter Exterior and Interior Windows washed				X	

Parking Structure A1, A2 and B2, 7 days per week – Shift 3

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Elevator - Wet mop hard floor or vacuum carpeting as applicable	3X				
Elevator - wipe down walls	3X				
Elevator - wipe down entrance doors interior and exterior	3X				
Pickup debris in entrance lobby area	3X				
Damp mop entrance area	X				
Wipe down adjacent walls and surfaces to clear smudges as possible		X			

GTC Elevator, 7 days per week – Shift 3

Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Elevator - Wet mop hard floor or vacuum carpeting as applicable	X				
Elevator - wipe down walls	X				
Elevator - wipe down entrance doors interior and exterior	X				
Pickup debris in entrance lobby area	X				
Damp mop entrance area	X				
Wipe down adjacent walls and surfaces to clear smudges as possible		X			

Shift 2

Office Building at 366 Paularino, 7 days per week

Night Supervisors Trailer, 7 days per week

TSA Trailer, 7 days per week

Co-Gen Plant, 7 days per week

Changing Trailer, 7 days per week

Maintenance Building, 7 days per week

Superintendent's Trailer, 7 days per week

Pilot's Lounge, 7 days per week

Jay's Gate, 7 days per week

Contractor's Trailer, 7 days per week

F&G Trailer, 7 days per week

Taxi Lot Restroom Bldg., 7 days per week

Restrooms at Old T Hangar, 7 days per week

Restrooms at New T Hangar, 7 days per week

Office Areas (as applicable) - Shift 2

Service Description	Dly	Wkly	Mthly	Qrly	Yrly
Gather all waste and place in specified dumpster	X				
Replace liners in waste baskets if necessary	X				
Properly arrange chairs in offices	X				
Leave office doors as they were found, exterior doors to be secured	X				
Report any occurrence that may be out of the ordinary	X				
Vacuum office areas	X				
Dust/damp mop VCT hardfloor areas	X				
Dust all cleared work surfaces and low partitions			X		
Spot clean partition glass			X		
Dust/wipe down conference room chairs and tables			X		
High dust all horizontal surfaces to hand height			X		
Detail vacuum edges, under desks & around furniture				X	
Brush/vacuum upholstered chairs as needed				X	
Dust any vertical mini-blinds				X	
Strip and Wax VCT (tile) floors					X
Shampoo and extract all carpets					X

Restrooms (As applicable) – Shift 2

Service Description	Dly	Wkly	Mthly	Qrly	Yrly
Remove all trash and place in specified dumpster	X				
Clean and polish all stainless steel dispensers	X				
Fill all dispensers	X				
Clean and sanitize all fixtures, fittings & toilets w/disinfectant	X				
Clean and polish mirror and vanity surface	X				
Damp mop floors w/disinfectant	X				
Spot wash walls, partitions and doors		X			
Clean and polish all door and floor tracks		X			
Clean and disinfect all partitions		X			
Flush floor drains with fresh water to prevent sewer odors		X			
Using Kaivac Machine, detail wash tiles walls areas, floors, partitions, sinks, toilets and fixtures			X		
Machine Scrub Ramp Restoom Floors (no wax)					X

PERFORMANCE VISIBILITY FOR GREATER EFFECTIVENESS

We know that JWA staff serve many stakeholders, and one of the major things you need from your janitorial service provider is the visibility, accountability, and transparency that enables you to deploy resources promptly and cost effectively. Flagship will provide you a series of new reports and updates that let you know about the status of open items and the quality of our ongoing service.

Our communications will be based on JWA's desired frequencies and protocols. We have included a detailed Specification/Frequency Schedule, as well as a Staffing Plan to show the coverage and frequencies we have committed to.

INSPECTION SYSTEM

Flagship's proprietary Inspection System provides immediate insight into our performance. We will complete detailed inspections and provide Quality and Defect Reports to the County of Orange/JWA Administration on a quarterly basis. These reports are available online and accessible at any time.

How is Flagship going to make its previous great service better?

New technologies:

- Restroom Kaivac machine improves efficiency and effectiveness in detailing restrooms

More accountability:

- Proprietary Facility & Janitorial Inspection System included at no additional charge.
- Biometric hand-scan time keeping system for greater transparency & payroll efficiency.
- Key fobs will be located in the restrooms to ensure a recordable and trackable measurement for restroom compliance.

Better Customer Experience:

- Scented urinal screens for better restroom aroma is included in our pricing.
- Castaway citrus fragrance chemical that immediately neutralizes sulfites in soils to minimize restroom odors is also included in our pricing proposal.

GREEN CLEANING PROGRAM

Flagship is committed to ecological practices and employs training and techniques that promote efficient product and energy use. The equipment we employ meets some of the highest of certifications and standards in the nation. Low emissions, low noise, high filtration, and reduced environmental impact are all part of the features we evaluate when we choose cleaning solutions for your workplace. These are some of the advanced features we look for in the equipment we select for your facility:

- HEPA Filtration Vacuums: To minimize the effects of indoor allergens and other pollutants
- Battery Operated Burnishers: Low emissions, low noise, dust control enhanced
- Extractors: Allows for minimal water use and quick drying times
- Floor Stripping Machines: Less chemical and provide less exposure to employees
- Vacuum Quarterback: Low noise, high filtration, ergonomic design

GREEN CHEMICALS

Our selection of green chemicals is designed to have a reduced environmental impact while maintaining superior performance. Our chemical program is predicated on cleaning for health and the environment. We now have green products for most surfaces that are on par with, and in some cases superior to, products that have been used in the past.

Our green maintenance chemicals consist of a variety of products including cleaners, disinfectants, degreasers, floor finish and floor strippers. The Green Seal Certified Products we propose to use at JWA include:

- Spartan Floor Finish: Low VOC, bio-based, no petroleum, acids, silicones
- Spartan Floor Stripper: Low odor, no dye, rinse-free
- Spartan Peroxide Cleaner: No aggressive acids or bleach, will clean grout, remove mineral deposits, soap scum, hard water
- Spartan Daily Floor Cleaner: Maintains high gloss on finished floors, fragrance-free use with bucket or auto scrubber
- Spartan BioRenewables Glass Cleaner: Fragrance-free, no ammonia

RECYCLED PRODUCTS

Flagship utilizes high-quality products made with a sensible amount of recycled material. These products perform better and allow us to use less while maintaining the quality of your facility. We also offer full 100% recycled products available, if you desire. However, we never change products unless they meet rigorous standards — both ours and yours. Our paper products meet the following criteria:

- Multifold Towel: EPA compliance, post consumer, recycle content 40%
- Toilet Tissue/Jumbo Coreless: EPA compliance, post consumer recycle content 20%
- Towel Roll: EPA compliance, post consumer recycle content 40%
- Facial Tissue: EPA compliance, post consumer recycle content 40%
- Seat Covers: EPA compliance, made with 100% recycled paper

RECYCLING

In order to be truly green, a modern recycling program needs to include not only collection bins and containers for paper, cans, glass, cardboard, pallets, and restroom products, but also a way of dealing with the growing problem of e-waste. Flagship can help you by offering recycling of lamps, metals, plastics, computer monitors, and any other industrial products that may contain materials that are hazardous to the environment.

FLAGSHIP CARPET CARE PLAN

Carpet Cleaning for High Traffic Airports:

We are proposing to integrate carpet cleaning at JWA into our full-service cleaning program. Flagship has extensive airport and off-airport carpet cleaning experience, including current carpet care services at BUR, DFW, LAX, PHX, SAN, SFO, and SJ. In our industry, it is customary for janitorial, carpets, and hard-floor care to be provided by a single vendor because of the efficiencies we can provide and the numerous specialty crews and training programs we have developed to provide specialized floor care. Currently, we provide all three services to over 95% of our clients.

We are recommending an effective system for cleaning carpet in JWA's high traffic environment. Our proposed cleaning complies with manufacturers' guidelines that prolong carpets' usable life while meeting JWA's appearance expectations.

In our proposal, we provide a high level of expertise, more staff hours, and more synergy with the regular cleaning program; all this at the same, or better quality, and at less total cost to JWA. We can make this claim as our options are not limited to one product or process and we have successfully done this at several other airports.

We request an opportunity to clean the carpets to show you the level of cleanliness we can achieve. Our carpet proposal cost is thousands of dollars less per month than the competing programs while providing 45% more monthly hours. We have reviewed the details of our program in the following sections:

- Equipment
- Schedule and manpower
- Training (Full training provided by Cleansource)
- Process
- Chemicals
- Equipment Preventative Maintenance Program

CARPET EQUIPMENT

Extractors:

- Windsor Commodore Duo Walk Behind
- US Products King Cobra – deep extraction only
- Windsor Mini
- Windsor Clipper

Vacuums:

- Windsor Chariot Ride-On
- Nobles Magna Twin Wide Vacuum
- Sanitaire Vacuum

Replacement Equipment:

- Nobles Strive Walk Behind

Miscellaneous Equipment:

- NaceCare Duplex – pile lifter
- Windsor Battery Backpack Sprayer

CARPET SCHEDULE AND MANPOWER

Daily schedule is from 10:00 p.m. to 6:30 a.m.

- Sunday, 3 carpet care workers
- Monday, 3 carpet care workers
- Tuesday, 3 carpet care workers
- Wednesday, 3 carpet care workers
- Thursday, 3 carpet care workers
- Friday, 3 carpet care workers
- Saturday, 3 carpet care workers

CARPET TRAINING

Windsor and Cleansource will provide Bi-Lingual training in the process and proper use as well as maintaining each piece of equipment provided in the contract. Re-training will be given as needed.

CARPET PROCESS

Clean and maintain all areas inside the terminal on the 1st and 2nd floors excluding areas inside restaurants and shops. The breakdown per shift will be to clean 17,800 sq. feet of carpet every night. All carpet will be cleaned once within a 7 day cycle using this formula and the approximate total square footage of carpet equals 125,000 sq. ft. Spot cleaning and vacuuming will be done on off shifts.

- Step 1 – Vacuum areas to be cleaned
- Step 2 – Pre spray using Battery Backpack Sprayer
- Step 3 – Pile Lift high traffic areas using NaceCare Duplex
- Step 4 – Clean and extract using Windsor Commodore Duo – the extraction mode will give us 30 minute drying time using water only.

CARPET CHEMICALS

- Spartan H2O2 Spotter 12qt/cs – CRI Approved
- ChemSpec DFC105 4gl/cs – Pretreatment in Battery Sprayer – Green Seal and CRI Approved
- ChemSpec Formula 90 4gl/cs – Extraction – For King Cobra only – CRI Approved
- Spartan Defoamer 4gl/cs
- Stain Shield Professional Carpet Protector

CARPET EQUIPMENT PREVENTATIVE MAINTENANCE PROGRAM

Every two months Cleansource equipment technicians will visit John Wayne Airport to make sure all equipment is operating correctly and will lube and replace worn maintenance parts on-site if necessary. Major preventative maintenance will be done off-site and we will provide machines from the same manufacturer while your machine is being repaired.

SCHEDULING

Overall Staffing Overview

Terminals A & B, Outer Buildings

Description	Daily Staff	# Days	Wkly Hrs	# wks	annual hrs	fte's	Comments
Account Manager	1.00	5.00	40.00	52.00	2,080.00	1.00	Overall site manager
HR Specialist	1.00	5.00	40.00	52.00	2,080.00	1.00	Overall site HR
Supervisors	4.00	5.00	160.00	52.00	8,320.00	4.00	Varying Shifts to cover 7 days
1st Shift Porter/Matrons	16.00	7.00	896.00	52.00	46,592.00	22.40	Porter/matrons, have detailed shift plan
2nd Shift Porter/Matrons	14.00	7.00	784.00	52.00	40,768.00	19.60	Porter/matrons, have detailed shift plan
3rd Shift Cleaners/Floor Care/Utility	9.00	7.00	504.00	52.00	26,208.00	12.60	Detailed plan shown in proposal via maps
3rd Shift Floor Care/Utility	7.00	7.00	392.00	52.00	20,384.00	9.80	Performs daily and periodic heavy cleaning in Spec
						70.40	

Terminal C

Description	Staff	# Days	Wkly Hrs	# wks	annual hrs	fte's	Comments
Supervisor	1.00	5.00	40.00	52.00	2,080.00	1.00	An additional Supervisor will be added when C opens
1st secure restrooms	2.00	7.00	112.00	52.00	5,824.00	2.80	Secure restrooms
1st	1.00	7.00	56.00	52.00	2,912.00	1.40	Gate coverage
1st	1.00	7.00	56.00	52.00	2,912.00	1.40	FIS, intl baggage, private rr, public nonsterile rr
2nd secure restrooms	2.00	7.00	112.00	52.00	5,824.00	2.80	Secure restrooms
2nd	1.00	7.00	56.00	52.00	2,912.00	1.40	Gate coverage
2nd	1.00	7.00	56.00	52.00	2,912.00	1.40	FIS, front walk, baggage, private rr, public nonsterile rr
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - gates, jetways
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - carpet/marble/spoting
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - Floor machine, Kaivac
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - Restroom
						17.80	

3rd (if carpet Scenario 2 selected)	3.00	7.00	168.00	52.00	8,736.00	4.20	Carpet Crew for Scenario 2 Option if selected
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Combined Total Staffing						92.40	
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Totals All Areas	Daily Staff	Weekly Hours	Annual Hours	FTE's
Account Manager	1.00	40.00	2,080.00	1.00
HR Specialist	1.00	40.00	2,080.00	1.00
Supervisors	5.00	200.00	10,400.00	5.00
1st	20.00	1,120.00	58,240.00	28.00
2nd	18.00	1,008.00	52,416.00	25.20
3rd	20.00	1,120.00	58,240.00	28.00
Carpet Scenario 2 Option	3.00	168.00	8,736.00	4.20
Totals		3,696.00	192,192.00	92.40

PERFORMANCE STANDARDS

Our approach for this continued collaboration will be, in part, based on greater visibility, accountability and transparency. Through a combination of new reports and updates, Flagship will ensure JWA is kept promptly informed of results and in-progress status. With increased performance visibility, JWA can better serve its many stakeholders, deploying resources promptly and more cost-effectively.

Flagship has come up with a series of Key Performance Indicators (KPIs) that we use as a way of making sure that we meet not only your standards for quality, but also our own internal standards. The following are offered as a starting point and will be revised with your input prior to the start of service.

<u>KPI</u>	<u>DESCRIPTION</u>
Quality Inspections	<ul style="list-style-type: none"> • Percentage inspection scores, total and by area • Trends over last period • Trouble areas by low scores • Also available online via web reporting
Cost Savings	<ul style="list-style-type: none"> • Annual cost savings from productivity improvements
Recycle Volume	<ul style="list-style-type: none"> • Diversion rate in tonnage and percent of Recycled Materials
Janitorial Work Orders	<ul style="list-style-type: none"> • Number of work orders by type, and/or categories
OSHA Recordable Incidents	<ul style="list-style-type: none"> • Number of recordable incidents x 200,000 (total annual hours for 100 FTEs) / total hours worked during that period
Requests	<ul style="list-style-type: none"> • Number by type, day of week, and shift • Trending average over last period
Customer Satisfaction: Facility Management	<ul style="list-style-type: none"> • Annual survey scores of Facility Managers • Web-based survey tool
Customer Satisfaction: Flagship Employees	<ul style="list-style-type: none"> • Tracking annual survey scores of Flagship employees • Anonymous responses

We have reviewed and understand the scope of work for the areas you have specified and we have provided a detailed frequency plan to accomplish these levels. We have serviced your facilities for years and we have extensive experience delivering the cleaning services covered under the RFP. Our goal is to ensure a smooth transition to the new contract while implementing the numerous planned improvements.

TECHNOLOGIES

Flagship has also adopted a series of cutting edge technologies that enable us to continually monitor the quality of service we're providing:

- Biometric time keeping systems
- Restroom FOB tracking system
- Proprietary Inspection System
- Work Order and Periodic Work Order Systems.

COMMUNICATION

Flagship will ensure that our management team communicate with JWA staff according to your desired frequencies and protocols. We have included a detailed Specification/Frequency Schedule, and Staffing Plan to show the coverage and frequencies committed to in this new contract.

Our Site Manager, Mariella Lewis, will be in contact with you on a daily basis, with weekly reviews by Phil Herron, Airport Operations Director, and monthly audits by Ed Clevenger, VP Operations. Our processes have been proven successful at JWA, as well as other airports.

PERFORMANCE REVIEWS

To provide The County of Orange visibility into the cleaning performance at JWA, we're recommending formal Performance Review meetings two times per year (2x/yr). These meetings will include representatives from Facilities, Procurement, and Finance, as well as Flagship's On-site Project Manager, Mariella Lewis; Operations Director, Phil Herron; and VP of Operations, Ed Clevenger. In these formal meetings we'll:

- Discuss financial performance & variance
- Report on Key Performance Indicators (KPIs)
- Proactively bring recommendations for better service
- Present documented achievements
- Review service trends: highlights & lowlights
- Present status on improvement projects

BUILDING QUALITY INTO THE PROCESS

Our quality program is based on the idea that quality is built into the process and then inspected to ensure that the quality level has been met. We build quality into our process by:

- Hiring the correct people by checking their work & references
- Thoroughly training employees
- Providing state of the art equipment
- Defining tasks & responsibilities so that expectations are clear
- Supervising & monitoring each employee's performance
- Tailoring requirements for each site to deliver appropriate services, supervision & account management
- Asking for & recording feedback from our customers
- Using the feedback for improvement where required & to help create efficiencies

JWA MONITORING

In addition to our formal quality monitoring we utilize a number of 'hands on' processes to ensure site service quality. We believe that a process that ensure people communicate form shift to shift and one in which we share information from site to site allow for best practices to evolve at all our service sites.

Our processes include:

- Shift change overlap Meeting where staff download regarding hot list tasks.
- Supervisors monitor on each shift 24 x 7.
- Our Site Manager, Mariella Lewis is visible to the crews and customer daily.
- Weekly walks with the Customer.
- Ed Clevenger, VP of Operations and Phil Herron, Operations of Director walk the site monthly to review for cleanliness.
- Our San Diego Management team, Rich Kersulis and Joel Pennison, tour the site quarterly to offer their unbiased opinion and to share best practices. Often a new set of eyes offers a new perspective and/or they have an idea of how to clean something more efficiently.
- Our Inspector, Matt Daugherty, will then conduct formal quality audits with our Inspection System and provide quarterly reports.

RESTROOM SERVICE TRACKING SYSTEM

Flagship uses the SilverGuard wand system to monitor our custodial staff and make sure that they are completing their assigned tasks. Custodians carry tamper-proof wands with them to check in at each site they are assigned to clean. This data is then compiled at the end of the day and forwarded to the Account Manager for review. Activity Reports can be provided to John Wayne Airport facilities management staff upon request. These services are provided at no additional charge.

PROPRIETARY INSPECTION SYSTEM

One of the unique ways in which airport leadership and the County can easily view our performance is through our proprietary Inspection System. With this system we will complete detailed Inspections and provide Quality and Defect Reports to the County of Orange/JWA Administration quarterly. These reports are accessible on-line and provide immediate insight into our performance.

FREQUENCY	DESCRIPTION
Daily Supervision	Daily supervision of staff personnel on each shift
Daily Management	Daily reviews of the site by our Site Manager, Mariella Lewis
Monthly Site Audits	Monthly audits of the site by our Operations Director, Phil Herron and Site Manager, Mariella Lewis
Monthly VP Inspections	Monthly tour & inspection of the site by our Vice President of Operations, Ed Clevenger and report back to Airport Contacts

FREQUENCY	DESCRIPTION
Quarterly Inspection	<ul style="list-style-type: none"> ■ Formal Quality Audit completed by our off-site Inspector utilizing our proprietary Inspection System. This \$20,000 plus annual value has been INCLUDED in our proposal at no additional cost ■ The Reporting INCLUDES both JANITORIAL and FACILITY defect reporting ■ Scores are charted & trends analyzed ■ Provided to your management representative.

Flagship's Proprietary Web-based Inspection System

Flagship Inspection Reports

Reporting can be generated in numerous ways to show you the information you require. Data can be helpful in establishing base line levels, areas of improvement, statistics on satisfaction and can be used for overall reporting information to the numerous JWA stakeholders that have an interest in the Airport's cleanliness and budget.

Sample reports are included in the Flagship Proposal.

Work Orders

The demands put on the modern day Facility Manager include a constant flow of service requests. Our fully electronic work order system enables you to request, implement, and track services. You can handle or oversee every aspect, or let us take care of the entire process; entering, completing, and reporting back on specific service requests.

The screenshot shows a web-based 'Work Order Form' for Work Order # 1096-0013. The form is divided into several sections:

- Status:** Radio buttons for Setup, In Progress (selected), Ready to Bill, and Closed. A checked box for 'Recurring'.
- Acct # / Client:** A text input field.
- Customer PO #:** A text input field.
- Navigation Tabs:** Work Order Details (selected), Billing Details, Labor Details, Billing Summary, Work Order Attachments.
- Form Fields:**
 - Billing Type (dropdown)
 - Job Type (dropdown)
 - Service Location (dropdown)
 - City, State (text input)
 - Contact / Phone (text input)
 - Region: 10 - San Jose (dropdown)
 - Salesperson (dropdown)
 - Job Manager (dropdown)
- DATES:**
 - Ordered (text input)
 - Sched. Start (text input)
 - Started (text input)
 - Sched. Comp. (text input)
 - Completed (text input)
- Description of Work:** A large text area.
- Billing Comment:** A text area.
- Notes:** A text area.

At the bottom, there are buttons for 'Close', 'Last modified by', and 'Field Invoice'.

Periodic Work Orders

Periodic work is defined as tasks scheduled less frequently than weekly, such as monthly, or semi-annually. If these tasks are not completed on schedule, customers can be paying for services they don't receive. Additionally, deficiencies due to unfilled period work orders can detract from the appearance of the site or building. We use a proven web-based system for our periodic work orders and schedules to guarantee customers receive cleaning services at their contracted frequencies.

We input the periodic tasks at the start of the agreement and generate the schedule to be followed. For example, our detail floor crew will machine scrub your restroom floors in January, March, June, and September. The system then generates updates and reminders for our crews to follow. Your Customer Service Manager drives and monitors the completion of these services, and keeps you informed of the status of each task.

SUPPLIES

Flagship provides a single source for our cleaning supplies through our vendor Cleansource, located in the Los Angeles area. For five years our Cleansource representative, Doug Nakagawa, worked closely with Mariella Lewis, Account Manager, as an integral part of the Flagship Team. He will meet with Mariella every week and assist us with product expertise, products usage training and updates us on industry innovations.

By working with Cleansource, during our previous five-year contract we were able to leverage the savings we achieve through bulk purchases and pass them along to JWA. The benefits include not only competitive pricing, but also the elimination of overstocking, delivery of supplies in a timely manner, and guaranteed quick turnaround times for the rare rush order.

We are happy to work together with JWA as a team to identify product alternatives, cost savings and/or quality changes.

DISPOSABLE PRODUCTS/CHEMICALS

Cleansource is our main supplier when purchasing all of our janitorial supply needs. In this section we have provided a list of Disposable Supplies and Chemical Supplies we plan to use at JWA.

SUPPLIES – TERMINAL A & B		
Vendor Name	Description of Supplies	Quantity
Cleansource	Towel Scottfold M. 1ply – 4,375/cs	109/cs per mo.
Cleansource	Towel Roll Univ. Scot HRT – 12/rolls	88/cs per mo.
Cleansource	Tissue/TP 1ply wht recycled – 96/cs	106/cs per mo.
Cleansource	Tissue/TP 2 ly wht – 60/cs	11/cs per mo.
Cleansource	Cover seat ½ fold – 5,000/cs	41/cs per mo.
Cleansource	Liner Kraft 7x3.5x10 – 500/cs	3/cs per mo.
Cleansource	Napkin Sani #4 Stayfree – 250/cs	3/cs per mo.
Cleansource	Tampon Sani Gentle Glide – 500/cs	1/cs per mo.
Cleansource	Liner HD 30x37 8mic nat – 500/cs	49/cs per mo.
Cleansource	Liner HD 40x48 14 mic – 250/cs	107/cs per mo.
Cleansource	TC One Shot Lotion Soap -4/1600ml/cs	8/cs per mo.
Cleansource	Pina Colada Soap – 4gal/cs	40/cs per mo.
Cleansource	Boraxo Soap 10/5#/cs	3/cs per mo.
Cleansource	Urinal Screen the Pearl – 10/cs	20/cs per mo.
SUPPLIES – TERMINAL C		
Vendor Name	Description of Supplies	Quantity
Cleansource	Towel Scottfold M. 1ply – 4,375/cs	33/cs per mo.
Cleansource	Towel Roll Univ. Scot HRT – 12/rolls	26/cs per mo.
Cleansource	Tissue/TP 1ply wht recycled – 96/cs	32/cs per mo.
Cleansource	Tissue/TP 2 ly wht – 60/cs	3/cs per mo.
Cleansource	Cover seat ½ fold – 5,000/cs	12/cs per mo.
Cleansource	Liner Kraft 7x3.5x10 – 500/cs	1/cs per mo.
Cleansource	Napkin Sani #4 Stayfree – 250/cs	1/cs per mo.
Cleansource	Tampon Sani Gentle Glide – 500/cs	1/cs per mo.
Cleansource	Liner HD 30x37 8mic nat – 500/cs	15/cs per mo.
Cleansource	Liner HD 40x48 14 mic – 250/cs	32/cs per mo.
Cleansource	TC One Shot Lotion Soap 4/1600ml/cs	2/cs per mo.
Cleansource	Pina Colada Soap – 4gal/cs	12/cs per mo.
Cleansource	Boraxo Soap -10/5#/cs	1/cs per mo.
Cleansource	Urinal Screen the Pearl - 10/cs	6/cs per mo.

Chemical Supplies - Terminals A, B, & C Product and Description	QTY
Contempo C202 Spotter - Carpet Spotter - 12QT/case	3/cs
Peroxy Cleaner - All Purpose Cleaner - 4GL/case	5/cs
Formula 90 4GL/CS - Carpet Extraction Cleaner - 4GL/case	3/cs
Castaway Deodorizer Citrus Scent - 4GL/case	2/cs
Kil-order Plus - Carpet Enzyme Cleaner - 4GL/case	2/cs
Bio Bowl - Urinal Cleaner - 12QT/case	5/cs
Liquid Comet - Bathroom Cleanser - 9QT/case	5/cs
Glass Cleaner #3 - Glass Cleaner - 4/case	2/cs
NABC #1 - Non-acid Bathroom Cleaner - 4/case	2/cs
Eco-degreaser #6 - Degreaser - 4/case	3/cs
Disinfectant Super HDQ #10 - Floor Disinfectant - 4/case	5/cs
Furniture Polish - 12/case	2/cs
Stainless Steel Polish C841 - 12/case	3/cs
Marble Mop Drum - 55GL/Drum	2/drum
Penetrating Sealer - Grout Sealer - 4GL/case	1/cs
Mad Acid Delimer - Grout Cleaner - 4GL/case	1/cs
Floor Stripper 815 - 4GL/case	2/cs
Express Floor Finish - 4GL/case	2/cs
Gel Gum Remover Betco - 12/case	1/cs
Marble Anti-slip Treatment Majestic - 4GL/case	1/cs
Ooops Vomitus Absorbent - 24/case	1/cs

EQUIPMENT

We have provided a list of equipment we have used at the JWA site that we have found through our airport experience produces the highest levels of productivity. We have listed their description and benefits in this section.

Equipment and Tools:

KaiVac No-Touch Restroom Cleaning System



Quantity = 2

Effortlessly washes away soils, bacteria and other bio-pollutants that other cleaning methods leave behind. The built-in vacuum leaves floors clean and dry, ready for immediate use. It saves on chemical use with color corded tips that control accurate metering of the chemicals. It saves time and avoids worker injuries.

Nobles Auto Scrubber



Quantity = 1

26 inch cleaning path with 30,000 sq. ft./hr. coverage rate, large 27 gallon solution and recovery tanks. Six 6 volt batteries provide 5 hours of continuous run time on a single charge.

Windsor Chariot Ride-on Vacuum



Quantity = 1

Increases acoustical performance with the Muffle-Mizer. Designed to produce a dBA of 69 or less.

Provides consistent brush contact over uneven surfaces for unmatched cleaning with no operator adjustment needed.

Allows for quick and easy battery changes.

Betco Fiberpro 8gl Carpet Extractor



Quantity = 2

Effectively cleans all types of carpeting. Simple design makes training easy and reduces operator fatigue. Multiple brush settings allow for maximum deep cleaning of carpets and superior recovery reduces dry times. Carpet and Rug Institute Certified Deep Cleaning System.

Nobles Strive Walk Behind



Quantity = 1

Deep extraction for restorative cleaning. Clean, dry, and prepare carpets in less than 30 minutes. Cleans both sides of the carpet fiber with dual counter-rotating brushes. Increase time between empty/fill cycles with the 32 gal solution tank and 28 gal recovery tank.

Nobles Typhoon Wet/Dry Vacuum



Quantity = 3

Battery-Operated Wet & Dry Vacuum provides the extra convenience of cleaning without the hassles of electrical cords. This machine is also ideal for large or remote areas.

Equipment and Tools (continued):

**Nobles
Magna Twin 300**



Quantity = 2

This vacuum is designed to be tough and built to last. With the super wide 30 it cleans faster and saves money on costly body repairs/maintenance. Clean longer with the huge vacuum bag capacity.

**Windsor
Wide Area Vacuum**



Quantity = 3

Enclosed bag design and four-stage filtration improves indoor air quality. HEPA filtration is optional. Built-in brush suspension system ensures consistent contact, even on irregular surfaces. Handle adjusts to fit any operator and folds for compact storage.

**Proteam Super CoachVac
Backpack Vacuum**



Quantity = 6

Ideal for vacuuming schools, office buildings, healthcare facilities or any large, high-traffic area that requires extreme power and suction when deep cleaning any surface. With a 10 quart capacity, users are able to clean more with less down time. Proven to eliminate stress and body fatigue.

**ProTeam
Upright Vacuum**



Quantity = 3

Internal HEPA media filter and organically treated Intercept Micro Filter that captures up to 99.79% of dust mites, pollen, bacteria and chemical residue measuring 1 micron and larger. 15" brush roll.

**Sanitaire
Standard Upright**



Quantity = 3

Deep cleaning, 7 amp long-life motor and ball bearing steel brush roll combine to create a powerful workhorse.

**Sanitaire Quick
Kleen Upright**



Quantity = 3

Sixteen-inch cleaning path and easy maintenance features deliver a speedy clean. With a Quick Kleen fan chamber and shake-out bag system.

Equipment and Tools (continued):

Certified Carpet
Pile Lifter



Quantity = 3

Assists with removal of traffic patterns, breaks up embedded soil in carpet, lifts the nap.

Nobles
20" Floor Machine



Quantity = 2

Polish, scrub, strip and sand with the best backed floor machine in the industry. Reduce maintenance costs with industry-best floor machine warrant—10 years on rotationally-molded construction and 3 years on parts and labor.

Ford Ranger
Pick-up Truck



Quantity = 1

Used to move pressure washers, trash, equipment, and any other items as needed.

Rubbermaid Janitor Carts



Quantity = 17

Rubbermaid Bucket and
Wringers



Quantity = 17

Floor Signs



Quantity = Approximately 45

With "Caution Wet Floor" imprint, two signs per janitor cart.

Equipment and Tools (continued):

SilverGuard Wand System



Quantity = 25

The SilverGuard Wand has a stainless steel body that provides unsurpassed durability during operation in harsh environments. It has touch-free capabilities and can download its data directly to a printer, a PC or a modem.

Ingersoll Rand Hand Punch 2000



Quantity = 1

Ingersoll Rand Recognition Systems now brings the accuracy and convenience of biometric technology easily within reach of any time and attendance applications. The HandPunch 2000 verifies employees' identities in less than one second, based on the unique size and shape of their hands.

Mops



Quantity = Approximately 65

Different colors for different applications, nylon/synthetic.

Easy Trap Dusters



Quantity = Approximately 40

Hoky Sweeper



Quantity = 10

Lobby Dust Pans



Quantity = Approximately 35

To be placed on each janitor cart.

High Dusters



Quantity = Approximately 25

With extendible reach up to 20 feet.

Lobby Broom



Quantity = Approximately 40

To be placed on each janitor cart.

Equipment and Tools (continued):

Pacific
SilverRay Polisher



Quantity = 3

Built for high performance and longevity. They are ideal for stripping, scrubbing, spray buffing, sanding and bonnet cleaning.

Viper
Floor Machine



Quantity = 5

Venom all-metal floor machines offer a low speed for use on wet hard floors and carpets. Heavy duty 1.5HP motor with triple planetary, all steel gear box transmission for long life and dependable service. Safety lock-out switch on handle with easy access thumb control.

Duplex
Hydrowash 14"



Quantity = 1

Twin contra-rotating brush floor cleaning machine, suitable for all flooring surfaces. Effective on hard floors, carpets, safety flooring, and entrance matting. Brushes are offset to one side and the machine cleans in both directions. This allows 'right to the edge' cleaning, alongside walls and into corners.

Powerwash Hydrotech



Quantity = 1

Used for power washing concrete sidewalks and side walk tool for efficiency and productivity. The power washers can be trailer mounts, truck mounted or manual pull behind depending on application.

Aqua-Dri Blower



Quantity = 14

Quick drying of carpet and hard floors. Easy to store or transport.

Stackable Washer/Drier



Quantity = 1

Used for washing and drying towels and other needed site items.

Please note that the above list does not include miscellaneous items such as rags, micro-fibers, toilet bowl brushes, spray bottles, etc.

RESOURCES TO BE PROVIDED BY COUNTY:

We believe the continuation of the site office/storage is important to the successful delivery of the overall service. We understand that this is to continue to be provided, thus, we request no change in this item.

PROPOSED STAFFING PLAN:**JWA Site Account Manager**

Mariella Lewis will serve as our full-time, dedicated Site Account Manager at JWA. This position ensures full contract compliance and Flagship accountability to the County, as well as providing a primary point of contact for Airport Management. Mariella is an experienced manager of janitorial services at airports, having served previously at JWA and SAN, and she will walk the site every day, providing hands-on supervision and proactive quality control.

On-site HR Manager

Alexandra Cortez will serve as our HR Manager. She will be on-site on a full-time basis, fielding phone calls during the day, helping employees with issues, and working closely with Mariella to create schedules, call-ins, and fill-ins. Most importantly, she will help complete the background and badging process to ensure JWA has a full complement of vetted and qualified janitors.

Lead Supervisors

Flagship supervision is on every shift, 7 days per week. Supervisors overlap shifts to pass information for a smooth transition from shift to shift. This also builds teamwork as shifts work better together when the Supervisors overlap.

JWA-Dedicated Floor Crew

We have provided an on-site, dedicated JWA floor crew to perform the periodic floor maintenance. The floor crew staffing was developed from production levels we previously used at JWA, and benchmarking those levels with Flagship operations at the other airports we service.

TRAINING

Flagship has an advantage in resuming service at JWA because many of our front-line employees have already successfully completed an intensive training course that includes comprehensive hands-on working knowledge of the JWA site.

Flagship's intensive training process begins on the day the employee is hired and continues until the employee leaves the firm. The elements of our training program include:

- **Customer Service Training** to ensure staff understand how their demeanor and appearance contribute to the customer's experience.
- **New Hire Training** focuses on practical, hands-on mentoring in the tasks that the employee will need to accomplish at our client's job site.
- **Cross Training Process** involves giving staff experience with numerous tasks so that we can utilize them for sick coverage, vacation coverage, and general back-up.
- **Work Flow Cards** are developed to show the time required to correctly complete a task including travel time, the steps to complete the duty, and suggestions on how to enhance the outcome.
- **New Hire Buddy System**, where we partner up new staff with an experienced person to familiarize them with the customer's facility, including work areas, our office areas, storage, and break areas.
- **New Hire Review Meetings** are short interviews with new hires on their third day and then each week for 2 months. At the end of the 8th week, we do a more in-depth interview with each new employee to assess their happiness, skill level development, and develop a growth plan to help them better

understand how to do their job. We also discuss their methods for doing the job in order to see if they have come up with any innovative ideas that can be incorporated throughout the site.

The Flagship Airport Services training program complies with all state, federal and local requirements, and is continuously reviewed and updated to ensure the safest working conditions for our staff and a well-trained, highly motivated workforce for our customer.

SAFETY

Flagship employs a full time Safety Training Manager who spends her time dedicated to work place safety; morale issues and making sure the employee's skill are best matched to their cleaning duties.

CORPORATE SAFETY TEAM

Flagship's Safety Manager ensures implementation of all our safety programs at every facility. During the transition, he/she will be on-site to train staff and will make quarterly site visits to ensure our programs are being completed by our on-site Human Resources staff and Operations Managers.

As part of our process, our on-site Customer Service Manager attends weekly safety/operational meetings. Each location is responsible for working with our Corporate Safety Team to implement a local program that incorporates our corporate core objectives into the training and daily operation.

SERVICING THE AIRPORT ENVIRONMENT

In the Airport environment it is important for Day Staff to have the ability to work around the public, interact and communicate with the travelers, and basically have different skills than a person assigned on 3rd shift heavy cleaning duties.

We have job descriptions and key traits we look for in our staff. Each role is important and we try and make sure staff are a good fit with their duties. For example a sample description for a cleaner is:

CUSTODIAN'S BASIC JOB REQUIREMENTS

- Must have good listening and verbal communication skills. All positions require the ability to speak English
- Must maintain a neat appearance. A uniform is required
- Must attend periodic training and safety meetings
- Must be able to understand and anticipate the needs of the clients
- Must be punctual
- Knowledge of basic custodial duties and responsibilities very helpful
- Must be able to lift, pull and push approximately 30 pounds
- Repetitive motion on a daily basis includes, but is not limited to, bending, pushing, pulling, reaching, climbing, and squatting

ELECTRONIC TIME-KEEPING TIME PAD

Flagship uses the Ingersoll Rand, Model Recognition System Hand Punch 2000. We have built our own software program that works with Timepad, our online time keeping system. Each employee is given an identification number as well as a job number to record when they arrive on the job and when they leave. Each day we have set-up the system to download all entries at 6:30A each morning. A designated Supervisor reviews the timecards for accuracy and makes any necessary adjustments before approving.

NO SHOW CONTINGENCY PLAN

Flagship understands that we must be staffed appropriately to cover the many duties we must complete in the dynamic airport environment. Thus, we have developed a 'no show' or 'call off' plan to address

coverage issues that arise in our industry. We have a mandated 4 hour call in requirement for missing your shift. As a backup, we have 10 on-call staff already badged and approved for work for an emergency fill in need. We keep the call list updated and are in constant contact with staff to determine who is available and willing to come in at a moments notice. We have been successful as covering and believe our plan will continue to serve JWA.

UNIFORMS

Flagship has stringent uniform requirements for all workers who interact with our customers and the general public. We provide uniforms that quickly identify all Flagship workers for instant accountability. Front-line workers are required to wear black shirts, black slacks and black shoes, while supervisors wear white or tan shirts with black slacks.

RESTROOM SERVICE TRACKING SYSTEM

Flagship uses the SilverGuard wand system to monitor our custodial staff and make sure that they are completing their assigned tasks. Custodians carry tamper-proof wands with them to check in at each site they are assigned to clean. This data is then compiled at the end of the day and forwarded to the Account Manager for review. Activity Reports can be provided to John Wayne Airport facilities management staff upon request. These services are provided at no additional charge.

**ATTACHMENT A-2
CONTRACTOR'S PROPOSAL
STAFFING PLAN**

Overall Staffing Overview

Terminals A & B , Outer Buildings

Description	Daily Staff	# Days	Wkly Hrs	# wks	annual hrs	fte's	Comments
Account Manager	1.00	5.00	40.00	52.00	2,080.00	1.00	Overall site manager
HR Specialist	1.00	5.00	40.00	52.00	2,080.00	1.00	Overall site HR
Supervisors	4.00	5.00	160.00	52.00	8,320.00	4.00	Varying Shifts to cover 7 days
1st Shift Porter/Matrons	16.00	7.00	896.00	52.00	46,592.00	22.40	Porter/matrons, have detailed shift plan
2nd Shift Porter/Matrons	14.00	7.00	784.00	52.00	40,768.00	19.60	Porter/matrons, have detailed shift plan
3rd Shift Cleaners/Floor Care/Utility	9.00	7.00	504.00	52.00	26,208.00	12.60	Detailed plan shown in proposal via maps
3rd Shift Floor Care/Utility	7.00	7.00	392.00	52.00	20,384.00	9.80	Performs daily and periodic heavy cleaning in Spec
						70.40	

Terminals C

Description	Staff	# Days	Wkly Hrs	# wks	annual hrs	fte's	Comments
Supervisor	1.00	5.00	40.00	52.00	2,080.00	1.00	An additional Supervisor will be added when C opens
1st secure restrooms	2.00	7.00	112.00	52.00	5,824.00	2.80	Secure restrooms
1st	1.00	7.00	56.00	52.00	2,912.00	1.40	Gate coverage
1st	1.00	7.00	56.00	52.00	2,912.00	1.40	FIS, intl baggage, private rr, public nonsterile rr
2nd secure restrooms	2.00	7.00	112.00	52.00	5,824.00	2.80	Secure restrooms
2nd	1.00	7.00	56.00	52.00	2,912.00	1.40	Gate coverage
2nd	1.00	7.00	56.00	52.00	2,912.00	1.40	FIS, front walk, baggage, private rr, public nonsterile rr
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - gates, jetways
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - carpet/marble/spotting
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - Floor machine, Kalvac
3rd	1.00	7.00	56.00	52.00	2,912.00	1.40	Cleaner - Restroom
						17.80	
3rd (if carpet Scenario 2 selected)	3.00	7.00	168.00	52.00	8,736.00	4.20	Carpet Crew for Scenario 2 Option if selected

Combined Total Staffing **92.40**

Totals All Areas	Daily Staff	Weekly Hours	Annual Hours	FTE's
Account Manager	1.00	40.00	2,080.00	1.00
HR Specialist	1.00	40.00	2,080.00	1.00
Supervisors	5.00	200.00	10,400.00	5.00
1st	20.00	1,120.00	58,240.00	28.00
2nd	18.00	1,008.00	52,416.00	25.20
3rd	20.00	1,120.00	58,240.00	28.00
Carpet Scenario 2 Option	3.00	168.00	8,736.00	4.20
Totals		3,696.00	192,192.00	92.40

**ATTACHMENT B
CONTRACTOR PRICING SHEET**

I. COMPENSATION

This is an all-inclusive, fixed price, not to exceed maximum firm fixed price CONTRACT between COUNTY and CONTRACTOR for services defined in Attachment A - Scope of Work.

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 and bonds, 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 CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of total CONTRACT amount specified herein unless authorized by amendment in accordance with Article "C" – Amendments – Changes/Extra Work.

II. FEES AND CHARGES

COUNTY will pay the following fees in accordance with the provisions of this CONTRACT.

The fixed price shall include all requirements and expenses related to the performance of work and services set forth in the Scope of Work.

Payment terms: Payment shall be made in accordance with the provisions of this CONTRACT regardless of the number of days in the month:

Summary Schedule: Combined Payment Schedule for Terminals A, B, C & Outer Buildings

Description	Unit	Cost	No. of Units	Total Annual Cost
Janitorial Costs	Monthly	\$297,174.46 \$303,590.78 \$303,590.78	12	\$3,566,093.52 \$3,643,089.36 \$3,643,089.36
Supplies and Materials	Monthly	\$35,104.79 \$35,771.78 \$35,771.78	12	\$421,257.48 \$429,261.36 \$429,261.36
Scenario 2: Carpet Cleaning	Monthly	\$26,660.33 \$27,166.87 \$27,166.87	12	\$319,923.96 \$326,002.44 \$326,002.44
Carpet Cleaning Outer Buildings	Semi-Annual	\$1,066.41	2	\$2,132.82
Linear Vents and HVAC Diffusers	Semi-Annual	\$5,734.49	2	\$11,468.98
Interior & Exterior High Glass Cleaning Above 10 Feet	Semi-Annual	\$29,000.00	2	\$58,000.00
High Cleaning Above 30 Feet	Annual	\$59,000.00	1	\$59,000.00
Maintenance Building	Monthly	\$7,144.73	12	\$85,736.76
Additional Services/Emergencies				\$61,726.00
Total Annual Amount not to exceed:				\$ 4,585,339.52 \$4,614,691.72 \$4,614,691.72

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CONTRACTOR shall provide a material cost plus 5% mark up for any additional materials used under this CONTRACT.

III. INVOICING

Invoices are to be submitted monthly in arrears, after services have been provided, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to COUNTY and verified and approved by COUNTY Project Coordinator and subject to routine processing requirements. COUNTY's Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to COUNTY Auditor-Controller for processing of payment. 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 services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for services not provided or when goods or services do not meet CONTRACT requirements.

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

CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. CONTRACTOR's name and address
- b. CONTRACTOR's remittance address (if different from above)
- c. Name of COUNTY agency department
- d. COUNTY CONTRACT number
- e. Service date(s)
- f. Service description
- g. If not already submitted, Certified Payroll
- h. CONTRACTOR's Federal I. D. number
- i. Total

Invoices and support documentation are to be forwarded to:

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

**ATTACHMENT C
DEFINITIONS**

- 1) **3160** - 3160 Airway Avenue, Costa Mesa is the JWA Administration building which most airport administration personnel is located. This shall not be confused with the Terminal administration area where the remaining airport personnel are located.
- 2) **366** - 366 Paularino, Costa Mesa is the old Fire Station 33 that is now used as an office space for contracted staff during the improvement program at JWA.
- 3) **Service Desk (aka BPOC)** - Located in Terminal A which receives and dispatches information and tasks. Phone Number (949) 852-4004.
- 4) **AOA** – Aircraft Operations Area.
- 5) **Buff** - Method of bringing a natural shine to a surface without the use of chemicals.
- 6) **Clean** - State of cleanliness that is free of dust, dirt, debris, stains, spots, smudges, fingerprints, germs, bacteria, and any other foreign matter, and all metallic items shall be polished to a shine.
- 7) **Clean or cleaning** - Any janitorial function that renders the facilities free of dust, dirt, debris, stains, spots, smudges, fingerprints, germs, bacteria, and any other foreign matter, and all metallic items shall be polished to a shine.
- 8) **Cleaning from 6:30 am to 11:30 pm** - Ongoing cleaning services/cursory services that can be quickly done with minimal impact to the traveling public.
- 9) **Cleaning from 11:30am to 6:30am - Thoroughly Clean** – Also referred to as deep cleaning. Cleaning that requires restricted access of the traveling public to complete. This includes but is not limited to dusting, washing, scrubbing, stripping, sealing, waxing, buffing, polishing, sanitizing, disinfecting, deodorizing, vacuuming and extracting. CONTRACTOR shall use best methods to render surfaces as close to new as possible.
- 10) **Co-generation Plant** - New facility for electrical and HVAC generation.
- 11) **Dispenser** - A container so designed that the contents can be used in prescribed amounts. For the purposes of this CONTRACT CONTRACTOR shall consider all types of dispensers when dispenser/s is mentioned. This includes but is not limited to: soap, paper towels, toilet seat covers, toilet paper, and feminine products.
- 12) **Elevators:**
 - A. Elevator Cabs - Area viewed while inside of elevator.
 - B. Elevator Floors - The bottom or lower part of the elevator.
 - C. Elevator Lobbies - Vestibule area in front of each elevator on each floor for passengers to gather and await elevator arrival. Area is delineated by building design and floor treatment.
 - D. Elevator Sills - A structural member consisting of a continuous horizontal extruded aluminum forming the lowest member of a framework to support and guide elevator doors.
- 13) **Escalators:**
 - A. Escalator Balustrades - a glass baluster topped by a moving handrail serving to prevent passengers from falling off the continuously moving steps.
 - B. Escalator Landings - The level part of an escalator at the top or bottom of the flight of moving stairs.
 - C. Escalator Treads - Structural member consisting of the horizontal part of a stair or step
- 14) **Extract** - Process utilizing heated water and chemicals that extracts or draws out dirt from carpet using suction as a means to lift liquids from carpeted surfaces.
- 15) **Family Rooms** - Adjoining restroom areas that is designed for family usage.
- 16) **Feminine Products** – Feminine hygiene products and disposal bags designed for these products
- 17) **HVACs Diffusers** - Heating and Air-conditioning diffusers, vents, grills, that directs air.
- 18) **Jay's Gate** - One unisex restroom and picnic table on west side of JWA. Referred to as an outer building.
- 19) **Maintenance Building** - Building designated for maintenance activities. Referred to as an outer building located in the Southeast corner of the airfield.

- 20) **New T Hangar** - 19471 Campus contains one women's and one men's restroom. Referred to as an outer building.
- 21) **Night Supervisor's Trailer** - Trailer located on east side of airfield used for supervisory functions and meeting area. Referred to as an outer building.
- 22) **Old T Hangar** - 19661 Campus contains one women's and one men's restroom. Referred to as an outer building.
- 23) **Outer buildings** - Shall include Terminal administration, TSA Terminal A, TSA Terminal B, TSA Terminal C, 3160 Airway, 366 Paularino, Night supervisor's trailer, TSA trailer, co-gen plant, changing trailer, maintenance building, superintendent's trailer, pilot's lounge, Jay's gate, contract's trailer, F&G trailer, and taxicab lot trailer.
- 24) **Pile Lift** - Lifting process that stands carpet yarn up from the weave.
- 25) **Pile Lifter** - Machine that stands carpet yarn up from the weave.
- 26) **Pilot's Lounge** - Men and women's restroom and eating area designed for general aviation usage. Referred to as an outer building.
- 27) **Pressure Wash** - The act of washing using power equipment; an ablation; a cleansing, wetting, or dashing with water quantity.
- 28) **Ramp** - Area designated for aircraft boarding and fueling operations adjacent to the Terminal and AOA.
- 29) **Resistech** - A product made by Dupont and distributed by Invista that is used to encapsulate dirt making it easier to extract in subsequent vacuuming.
- 30) **Restroom** - For the purposes of this CONTRACT CONTRACTOR shall consider all items found in the restrooms when restrooms are mentioned. This includes but is not limited to: sinks, faucets, mirrors, toilets, urinals, partitions, walls, floors, ceilings, baby changing tables, and all types of dispensers that one would find in the restrooms.
- 31) **Sanitary Disposal Cans** - Used to dispose of feminine hygiene products.
- 32) **Sanitize** - Make sanitary by cleaning or sterilizing.
- 33) **Scrub** - The act of cleaning a surface by rubbing it with a brush and soap and water.
- 34) **Scrubbed** - Aggressive or persistent process to remove embedded contaminants, materials and particulates from surfaces.
- 35) **Seal** - A finishing coat applied to exclude moisture.
- 36) **Shine** - The quality or state of shining; brightness; luster, gloss; polish; sheen.
- 37) **Spot Clean** - Removal of a mark on a substance or body made by foreign matter; a blot; a place discolored.
- 38) **Stains** - A soiled or discolored appearance.
- 39) **Stairwells** - For the purposes of this CONTRACT all associated stairwell hardware will be understood when stairwells are mentioned. Stairwell hardware includes handrails, stair treads, stair risers, and the coating that may be applied to them.
- 40) **Superintendent's Trailer** - Trailer on south end of airfield used by the Maintenance Superintendent. Referred to as an outer building.
- 41) **Tandem seating** - Seating manufactured by Herman Miller used throughout the Terminal for passenger convenience.
- 42) **Terminal Administration** - Area that administrates airport operations located in the Terminal. Referred to as an outer building
- 43) **Water recovery system** - A system to recover water preventing water from entering gutters and storm drains
- 44) **Wax/waxed** - Applying a coat of wax and polishing the surface to a high shine.

**ATTACHMENT D
BASIS OF DEDUCTIONS**

I. Basis of Deductions for Terminals A, B, C & Outer Buildings

Prices shown in the “Basis of Deductions” will be utilized in conjunction with the “Failure to Perform Required Services” clause in making deductions to the CONTRACT price for defective work.

These administrative deductions will be made on top of deductions based upon the severity of the deficiency and shall be imposed as follows:

		FREQUENCY	TOTAL PRICE
Janitorial	Administration Costs	Each Instance	\$50.00
Janitorial	Deficiencies found during Inspections	Each Instance	\$100.00
Janitorial	Deficiencies Reported	Each Instance	\$100.00
Janitorial	Non-responsiveness	Each Instance	\$50.00
Janitorial	Insufficient Reporting	Each Instance	\$50.00
Janitorial	Inaccurate Reports	Each Instance	\$50.00
Janitorial	Untimely Reports	Each Instance	\$100.00
Janitorial	Spills not cleaned within 30 Minutes	Each Instance	\$500.00
Janitorial	Uniform Deficiencies	Each Instance	\$100.00 and Employee Can Not Work Until Uniform is complete
Janitorial	Unusable Cleaning Equipment	Each Instance	\$500.00
Janitorial	Insufficient or Unacceptable Supplies	Each Instance	\$100.00