



CONTRACT NO. MA-042-~~13010056~~ 13012007

FOR

JANITORIAL SERVICES

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

UMS INC DBA UNITED MAINTENANCE SYSTEMS

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CONTRACT NO. MA-042-13010056-13012007

JANITORIAL SERVICES

This Contract Number MA-042-13010056-13012007 (hereinafter "Contract"), is made and entered into this 1st day of November, 2012 2013 or upon execution of all necessary signatures between UMS Inc dba United Maintenance Systems (hereinafter "Contractor"), with a place of business at 224 E. Olive Avenue #204, Burbank, CA 91502, and the County of Orange (hereinafter "County"), a political subdivision of the State of California, with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701, which are sometimes individually referred to as "party", or collectively referred to as "parties".

RECITALS

WHEREAS, the County issued an Invitation for Bid (IFB) for the provision of janitorial services; and

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

WHEREAS, the Contractor agrees to render all the necessary skills, knowledge, material and labor to perform the services; and

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

NOW, THEREFORE, the 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, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by 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 designee, hereinafter "Purchasing Agent".
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- E. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received or inspected to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- F. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "O" below, and as more fully described in paragraph "O", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the 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.
- G. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "O" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- H. 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 sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract 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.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall be incorporated by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County.
- I. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- J. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of this Contract, or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- K. 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.
- L. 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.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefor; 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.

O. Indemnification and Insurance:

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 for 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.

Insurance Provisions

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and 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 insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

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 Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability 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

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County thirty (30) days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County 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 Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by assigned buyer, 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's Risk Manager as appropriate to adequately protect County.

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- P. Bill and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "O" above, 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.

- Q. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- R. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- S. 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 thirty six (36) hours of the start of the delay and Contractor avails itself of any available remedies.
- T. 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.
- U. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "O" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- V. Pricing:** The Contract amount shall include full compensation for providing all services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation shall be allowed therefor, unless otherwise provided for in this Contract.
- W. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- X. 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.
- Y. 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.
- Z. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- AA. 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.
- BB. 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 its 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 it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing either or both of them. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- CC. Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation, enforceable in accordance with its terms.
- DD. Waiver of Jury Trial:** Each party acknowledges that 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.
- EE. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, together with its Attachments and Exhibits attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which the County will procure and receive services from Contractor. The detailed Scope of Work (SOW) is fully set forth and incorporated herein as Attachment A.
2. **Term of Contract:** This Contract shall be in effect from November 1, 2012 2013 through and including October 31, 20132014, renewable for two (2 1) additional one-year periods upon mutual concurrence. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the parties in accordance with Articles 5, 6, and 7.
3. **Precedence:** The Contract documents consist of this Contract, and its Attachments and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments and then the Exhibits.
4. **Pricing Structure:** The Contractor agrees that no price/fee increases shall be passed along to the County during the term of this Contract. Contractor may discount said prices anytime during the term of the Contract.

5. **Fiscal Appropriations – Subject to:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
6. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
7. **Termination**
 - A. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide 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 response to any previous default.

 - B. Termination – Orderly:** After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
8. **County Project Manager:** The County shall appoint a Project Manager to act as liaison with Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
9. **Contractor Project Manager:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. The Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager or any other Contractor's staff providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The 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 providing services to the County under this Contract.

- 10. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

- 11. County of Orange Child Support Enforcement (Exhibit 2):** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

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

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

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

The County of Orange Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflicts of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

13. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties to the maximum extent reasonable.
14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
15. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor and the County's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:
- The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Purchasing Agent. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

16. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the term of the work and services, and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than five (5) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate party at the following address or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor:	Name:	UMS Inc dba United Maintenance Systems
	Address:	224 E. Olive Avenue #204

Burbank, CA 91502
 Attn: Jae Kim
 Phone: 818-846-1776
 Fax: 818-846-1779
 E-mail: jkim@umsla.com

For County: Name: County of Orange
 Health Care Agency/Purchasing
 Address: 200 W. Santa Ana Blvd., Suite 650
 Santa Ana, CA 92701
 Attn: Ana Figueroa
 Title: Deputy Purchasing Agent
 Phone: 714-834-2170
 Fax: 714-834-2657
 E-mail: afigueroa@ochca.com

CC: Name: County of Orange
 Health Care Agency/Facilities Operation
 Address: 405 W. 5th Street, Room #616
 Santa Ana, CA 92701
 Attn: Mary Maicki
 Title: County Project Manager
 Phone: 714-834-2923
 Fax: 714-834-7695
 E-mail: mmaicki@ochca.com

- 17. Contractor's Records:** Contractor shall provide services and other relevant documents necessary to complete the services and fulfill the requirements as set forth in Attachment A, SOW. The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the assigned buyer.

- 18. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records.

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

19. **News / Information Release:** The Contractor agrees that it will not issue any news releases or upload County logos or other information onto any website in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval from the County through the County's Project Manager. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both parties.
20. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 *et seq.*
21. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.
22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the 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, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the 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.
23. **Parking:** The County shall not provide free parking.
24. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the 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, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the 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 the County-assigned buyer, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

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

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

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

27. Material Safety Data Sheets (MSDS): The Contractor is required to provide a completed MSDS for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services prior to the start of the contract and must also be sent to:

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

28. Displaced Janitor Opportunity Act: Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act 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 twenty five (25) persons or more to retain, for a period of sixty (60) days, certain employees who were employed at that site by the previous contractor or subcontractor. This act further requires that employees retained under the act's provisions for that 60-day period be offered continued employment if their performance during that 60-day period is satisfactory.

The awarding authority shall notify a contractor when a contract has been terminated or will be terminated and shall indicate whether another service contract will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three(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 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 ten (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.

- 29. Prevailing Wage:** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the County of Orange Board of Supervisors has obtained the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

- 30. EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txocr.htm.

CONTRACT NO. MA-042-1301005613012007

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR'S NAME*: UMS INC DBA UNITED MAINTENANCE SYSTEMS

Print Name Title

Signature Date

Print Name Title

Signature Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President.

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

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

County of Orange, a political subdivision of the State of California

Leila Garcia Administrative Manager I

Print Name Title

Signature Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

County Counsel Deputy Date

CONTRACT NO. MA-042-1301005613012007**ATTACHMENT A****SCOPE OF WORK****A. DEFINITIONS**

The parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth, elsewhere in this Contract.

1. Contract Coordinator: The designated member of HCA/Facilities Central Operations staff in charge with the inspection and administration of this Contract.
2. Building Manager: The designated HCA Building Manager and/or alternate for each of the facilities in charge with the on-site inspection and coordination of the work under this Contract.
3. County: The County of Orange, more specifically, the Health Care Agency (HCA), wherein the work is being performed.
4. Deputy Purchasing Agent: The designee of the Director of CEO/Purchasing authorized to act on his behalf in regards to this Contract.
5. Health Clinic Facilities:
 - a. Public Health Clinic: The health clinic, annex and WIC trailer at 1725 W. 17th St., Santa Ana
 - b. Epidemiology Modular: The modular unit at 1719 W. 17th St., Santa Ana
 - c. Public Health Lab: The public health laboratory at 1729 W. 17th St., Santa Ana.
 - d. The Learning Center Trailer: 1729-E W. 17th St., Santa Ana
6. Daily/Nightly: Shall include the period of the normal work week, i.e., Monday through Friday as determined by the Building Manager.
7. Weekly: Shall be per calendar week.
8. Monthly: Shall be per calendar month, regardless of the number of days in that month. All monthly tasks shall be performed during the first (1st) full week of that month.
9. Quarterly: Shall be every three (3) months. All quarterly tasks shall be performed during the third (3rd) full week of that quarter. Quarterly tasks shall be performed during the (1st, 4th, 7th and 10th) month after the effective date of the Contract.
10. Semi-Annual: Shall be every six (6) months. All semi-annual tasks shall be performed during the fourth (4th) full week of that period. Semi-annual tasks shall be performed during the (1st, and 7th) month after the effective date of the Contract.
11. Work Schedule: In order to ensure that work areas are prepared for the additional period tasks, the following schedule shall be used to define the day of the week that work should be performed:

1725	Health Clinic & WIC Trailer	Monday and Tuesday
1725	Health Annex	Wednesday
1719	Epidemiology Modular	Thursday
1729	Public Health Lab	1st Saturday of the month
1729-E	The Learning Center Trailer	Thursday

If the Contractor wishes to change this schedule, a revised schedule must be submitted to County's Contract Administrator in writing. Schedule shall be changed upon concurrence by both parties.

B. GENERAL RESPONSIBILITIES**1. PERFORMANCE STANDARDS**

The Contract specifications define the minimum tasks and the minimum frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely surface cleaning. Specifically, floors shall be waxed and buffed for a high gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges and streaks are removed, floors and partitions shall be spot cleaned when they are soiled to prevent accumulations, restroom facilities and exam rooms shall be cleaned, polished and sanitized.

These are health care facilities. It is intended that the Contractor maintain these facilities in a safe, healthful and hospital-like condition at all times.

2. DEFICIENT PERFORMANCE

Contractor shall maintain a log at the reception area to record deficiencies and corrections. The janitorial specifications and work schedule shall be maintained in the primary closet in a language understood by the Contractor's employees.

The Building Manager at each location and/or the Contract Coordinator shall inspect and judge the quality of the work. County reserves the right to deduct from payments due or to become due to the Contractor for incomplete or deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work and the cost factors established in the Contract. A copy of the inspection record with the associated deduction calculation will be furnished to the Contractor.

Payment deductions are not an acceptable alternative to performance. Repetitive deductions will be sufficient grounds for remedial action including termination.

3. CONTROL OF WORK

The Contract Coordinator shall decide any and all questions, which may arise as to the quality of and the acceptability of the work, performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract by the Contractor.

The Deputy Purchasing Agent shall execute the Contract (after authorization from the Board of Supervisors) for the required work, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to ensure compliance with the Contract requirements.

The Contractor shall be responsible for all work performed under this Contract and shall keep all work under its control. The Contractor shall provide all of the supervision necessary to ensure that the work is performed in accordance with the standards and requirements set forth herein. Furthermore, a Supervisor or foreperson shall be present at all times during Contract operations.

4. LICENSES

Contractor shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting therefrom.

5. CHANGES

Changes in the areas serviced and/or the specifications may be necessary during the term of the Contract. Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and the Contractor. All such changes shall be initiated by the Contract Coordinator only and shall be processed in writing through the Deputy Purchasing Agent. HCA Building Managers shall not initiate any such changes.

C. MATERIALS1. SUPPLIES

Contractor shall furnish at its expense all supplies required to perform this work. The supplies shall include but not be limited to:

Cleaners: Floor, glass, tile and carpet cleaners; floor wax, strippers and sealers; tile, metal and furniture waxes/polishes; disinfectants and deodorant blocks; trash can liners and hand soap.

Paper Supplies: Toilet tissue, toilet seat covers, paper towels, sanitary napkins, tampons and sanitary napkin disposal bags.

Contractor shall stock each restroom, break room and other areas with sufficient supplies to last until the next service. Contractor shall provide additional stock in a custodial closet for emergency purposes. Contractor shall post and maintain a log to monitor emergency supply usage.

Contractor shall notify the Building Manager when any of the dispensers are damaged and need repair. Contractor shall notify the Building Manager when additional dispensers are needed due to demand. Contractor should not leave additional supplies on counters, toilet backs or the floor.

Failure to provide adequate supplies is considered deficient performance subject to payment deductions. Deductions may include the cost of incomplete service and the cost of service and/or supplies from an alternate source. Repetitive deductions will be sufficient grounds for remedial action including termination.

2. EQUIPMENT

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

Equipment: Wet and dry vacuum cleaners (dry vacuums shall to have attached magnets and HEPA filters), janitorial carts, ladders, floor washers, buffers/polishers and carpet pile lifter.

Tools: Brooms, mops, mop presses, dustless (KEX) sweeping tools, buckets, sponges and squeegees.

3. QUALITY

The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. Substitutions to specific products must be approved by the Contract Coordinator. A list of proposed products shall be submitted for approval prior to the start of work. Changes during the term of the Contract shall be submitted for approval prior to the start of use. Contractor may submit multiple products in each category.

- a. Toilet Tissue: County standard: 1-ply, Crown 135 Soft Plus (Public Restrooms)
2-ply, Crown (Employee Restrooms)
- b. Paper Towels: Minimum standard: C-fold 937, by Crown Zellerbac
- c. Seat Covers: Shieldor
- d. Hand Soap: Powdered: Luron or Boraxo MD-7
Liquid: RTU or Solar
- e. Cleaner: All purpose germicidal: Echo Lab or Ascend (for hospital use)
- f. Floor Finishes: Commercial quality:

Stripper: Waxie W-400
 Sealer: Waxie W-300
 Wax: Johnson's Complete
 Spray Buff: Johnson's Snapback

- g. Plastic Liners: For trash and rubbish containers:
 12x8x24 15x9x24 15x9x33 shall be 1 mil minimum
 16x14x37 23x10x40 23x17x48 shall be 1.4 mil minimum

Contractor shall post copies of Material Safety Data Sheets (MSDS) for all chemicals used in each custodial closet and each mobile workstation in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. Contractor shall submit copies of all MSDS for all chemicals used. Contractor shall clearly label the contents of all secondary bottles or containers.

4. TRASH

Contractor shall remove all trash from the buildings daily. Dumpsters and other trash containers are provided for disposal of trash.

Contractor shall provide containers on wheels or other similar methods to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be moved by sliding them on the floor.

Contractor shall not recycle trash or store recycled material on the premises.

D. SECURITY

1. BUILDING SECURITY

Contractor shall keep all exterior doors closed and locked at all times while working in the building.

Contractor shall not admit any person (especially children or relatives) into the building that is not a direct employee of the Contractor and actively engaged in performance of the work.

Contractor shall limit its activities to the designated buildings, designated offices and designated parking areas. At no time shall the Contractor enter other areas of the facility not specifically included in this Contract for janitorial services.

Contractor shall not eat, drink, touch or disturb any of the materials, equipment or tests in the laboratory area.

Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting upon leaving the facility. Contractor shall leave at the time prescribed by the Building Manager at each facility. If Contractor fails to leave at the time prescribed, the County reserves the right to deduct from payments due or to become due any overtime incurred by the security guard.

2. SIGN-IN/SIGN-OUT & KEYS

Each employee shall sign-in at the beginning of his or her shift in the Health Clinic Facilities. Each employee shall check-out the appropriate keys at the beginning of each shift. Each employee shall sign-out at the end of his or her shift in the Health Clinic Facilities and leave keys/badges in the designated metal lock box.

County will issue such keys and/or key cards as necessary for access to the work area at the beginning of the Contract. Contractor shall assume full responsibility for theft or loss of said keys or key cards. Contractor shall immediately return those keys and/or security cards upon request by the County.

Contractor shall pay the full cost, including administrative costs, for replacement of lost keys or key cards, for any keys or key cards that are not returned after County request and/or re-keying all locks operated by those keys, as deemed necessary by the County. Keys or key cards shall not be duplicated.

3. **SECURITY SYSTEM**

The work areas may be protected by limited access security systems. The alarm system shall be activated/deactivated by the on-site security staff or by Building Manager.

Furthermore, any costs incurred for false alarms charges originating from the Contractor's operations shall be paid by the Contractor. The administrative cost of such changes and/or changes may be deducted from payments due or to become due to the Contractor.

4. **DAMAGE**

Contractor shall immediately report all abnormal conditions and occurrences to include broken windows, vandalism and/or other facility damage to the Building Manager (during normal working hours Monday through Friday) and to the Orange County Sheriff (outside normal clinic operating/working hours).

E. CONTRACTOR RESPONSIBILITIES

1. **EMPLOYEES**

- a. **Background / Security:** Contractor shall research the employment and police records for each employee and shall maintain a copy of that research. Contractor shall only utilize those employees with sufficient experience and clear criminal records on this work. All personnel engaged in performance of this work, except authorized subcontractors, shall be employees of the Contractor.
- b. **Training:** Contractor shall train each employee prior to starting work on this Contract. Contractor shall provide annual updates. The programs shall include training on basic janitorial service, on these specific facilities, on these specific Contract requirements and on appropriate procedures and cautions for a health clinic and laboratory. Training shall include information on Tuberculosis, Blood Borne Pathogens, Bio-Hazardous Waste and other related health care topics. County will provide information on these topics upon request. Supervisors shall also receive training in facility inspection and supervision.
- c. **Supervision:** Contractor shall provide a supervisor and/or foreperson who shall be present at all times during Contract operations. Said supervisor and/or foreperson shall be responsible for both the quality of the work and the conduct of the employees. Said supervisor and/or foreperson shall be able to communicate effectively with its employees and County staff in both written and oral English.
- d. **Conduct:** No person(s) shall be employed for this work who is found to be incapable, under the influence of drugs or alcohol, who fails or otherwise refuses to perform the work. Any person found by County to be incapable of performing the work shall be immediately discharged and not re-employed on this Contract.
- e. **Uniforms / Identification:** All personnel shall wear uniforms with name tags, furnished by the Contractor, at all times during the performance of this work. Contractor and/or its area supervisor may wear badges in lieu of uniforms. If the Contractor provides uniforms, it shall provide clean uniforms daily.
- f. **Health:** All personnel employed in this work shall be in good health and free of contagious disease. Contractor shall not allow any person(s) under the influence of drugs or alcohol on the premises or in any of the buildings. Contractor shall not allow the use of any drugs or alcohol on the premises or in any of the buildings.

2. RECORDS

Contractor shall maintain an accurate record showing the name of each employee, classification, actual hours worked, actual wages paid and any benefits paid to each employee. Contractor shall maintain these records for a period of not less than three (3) years following the termination or expiration of the Contract.

This record shall be subject to inspection by the County and by the State of California, Division of Labor Law Enforcement, or authorized representatives, in accordance with the provisions of Section 1776 of the Labor Code.

Contractor agrees to permit County's Auditor-Controller, HCA/Facilities Central Operations, or their authorized representatives, access during normal working hours to all books, accounts, records, reports, files and/or other papers or property of the Contractor for the purpose of auditing any aspect of performance under this Contract.

3. RESTRICTIONS

- a. General: Contractor or its employees or subcontractors shall not disturb any papers on desks, open drawers or cabinets. Contractor's personnel shall not use any County equipment or materials, which include, but are not limited to: Computers, copy machines, fax machines, etc. Any use of this equipment will be considered a violation of the Contract and grounds for immediate Contract termination.
- b. Telephones: Contractor or its employees or subcontractors shall not use any telephone with the following exceptions:
 1. To notify Orange County Sheriff of damage as required by this Contract; or
 2. To report the need for medical aid, fire or law enforcement in which case 911 should be called.

Any other use of the telephones will be considered a violation of the Contract and grounds for immediate Contract termination.

- c. Radios: Contractor or its employees or subcontractors shall not use any of the County's two-way radios or special tele-communication equipment under any circumstances. There are no exceptions. Violation is grounds for immediate Contract termination and potential punitive action.

4. PROTECTION / RESTORATION

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

E. SPECIAL REQUIREMENTS1. CARPET CLEANING

Proper and timely carpet maintenance and cleaning is critical to the life and appearance of the carpet. The contractor shall be aware of the special equipment, materials and methods required to maintain the carpet in the Health Clinic Facilities.

Contractor shall (a) be thoroughly trained by the carpet manufacturer or similar knowledgeable professional and shall strictly comply with the manufacturer's directions and requirements or (b) shall employ a subcontractor that is thoroughly trained by the carpet manufacturer and shall strictly comply with the manufacturer's directions and requirements in the maintenance and cleaning of this carpet. Failure to provide employees or subcontract staff who are knowledgeable

of these requirements or who fail to comply with these requirements is grounds for termination for default.

2. INSPECTION/SUPERVISION

Contractor and/or designated supervisor shall conduct a weekly inspection of all facilities to ensure that all work is being performed in accordance with the Contract requirements and that the quality meets or exceeds acceptable standards for a medical facility. Contractor shall prepare a written report detailing any deficient work observed during the inspection and the proposed corrective action and schedule. A copy of that report shall be submitted to the designated Building Manager no later than the next working day after the inspection. Contractor shall be prepared to review that inspection report with the Building Manager and to review the facility to verify the contents of the inspection report and actual conditions. Contractor shall immediately initiate action to correct any and all deficiencies identified in the report.

Failure to provide the required inspection report and/or failure to record deficiencies on the inspection report may result in deductions based on the inspection / supervision payment item. Failure to initiate immediate corrective action on any deficiency may result in deductions based on the item of work. Repeated failure to provide the report or initiate corrective action may result in additional administrative action.

In addition, the Building Manager may conduct a separate inspection of the facility. The results of this inspection (incomplete work, inadequate work or special needs) and requested corrective action will be recorded and posted in the janitor's closet. Contractor's employees are required to review any such reports on a daily basis, initiate immediate corrective action and sign off of the report when the item has been corrected. Contractor shall record the number of items reported and number of items completed on the weekly inspection report.

1725 W 17TH - HEALTH CLINIC, WIC TRAILER & ANNEX**FACILITY HOURS OF OPERATION:** (Facility is open to public & employees)

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
HEALTH CLINIC	8:00 AM-6:00 PM	8:00 AM-9:00 PM	8:00 AM-6:00 PM	8:00 AM-6:00 PM	8:00 AM-6:00 PM	8:00 AM-5:00 PM	NONE
WIC TRAILER	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	NONE	NONE
ANNEX	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	NONE	NONE

DAY PORTER HOURS: (Work hours for Day Porter Service)

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
DAY PORTER 1	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	NONE	NONE
DAY PORTER 2	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	NONE	NONE

JANITORIAL SERVICE HOURS: (Facility is available to perform janitorial service). The County reserves the right to change/adjust the janitorial services hours at any given time during the term of this Contract.

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
HEALTH CLINIC	5:00 PM-10:00 PM	5:00 PM-10:00 PM	8:00 PM-10:00 PM	5:00 PM-10:00 PM	5:00 PM-12:00 AM	8:00 AM-5:00 PM	NONE
Except Area "B"	5:00 PM-9:00 PM	5:00 PM-9:00 PM	5:00 PM-9:00 PM	5:00 PM-9:00 PM	5:00 PM-9:00 PM	NONE	NONE
Except Area "E"		6:00 PM-10:00 PM				8:00 AM-5:00 PM	NONE
Except Area "G"		6:00 PM-10:00 PM				NONE	NONE
Except 101K-134K		8:30 PM-10:00 PM				8:50 PM-5:00 PM	NONE
WIC TRAILER	5:00 PM-10:00 PM	5:00 PM-10:00 PM	5:00 PM-10:00 PM	5:00 PM-10:00 PM	5:00 PM-12:00 AM	8:00 AM-5:00 PM	NONE
ANNEX	5:00 PM-10:00 PM	5:00 PM-10:00 AM	5:00 PM-10:00 PM	5:00 PM-10:00 PM	5:00 PM-12:00 AM	8:00 AM-5:00 PM	NONE

FACILITY DATA:

	<u>HEALTH CLINIC</u>	<u>WIC TRAILER</u>	<u>ANNEX</u>
Type of Facility	Treatment & Offices	Office & Client Service	Offices & Clinic
Resilient Tile (SF)	56,000	0	500
Carpet (SF)	24,500	2,100	7,000
Total Area Inside Building (SF)	<u>80,500</u>	<u>2,100</u>	<u>7,500</u>
Total Area Outside Building (SF)	3,300	0	0
Number of Restrooms	13	0	4
Number of Toilets	30	0	4
Number of Urinals	9	0	0
Number of Exam Rooms with Sinks	72	0	0
Average Number of Employees per Day	470	15	40
Average Number of Customers per Day	1,800	150	200

Note 1: Special arrangements for access are required for rooms 121C, 104D, 105D, 114E, 119E, 123F, 108J, 152K, 113N, 125M, and 113P. Schedule shall be coordinated with Building Manager. County staff must be present when work is performed in these rooms.

Note 2: WIC Clinics are normally held on two (2) Saturdays each month. Contractor will be given a monthly schedule. WIC Clinic, main corridor and public restrooms shall be cleaned and restocked after these Saturday clinics but before the start of business on Monday.

GENERAL REQUIREMENTS

NIGHTLY	RESTROOMS	1	Clean / Disinfect / Deodorize	Toilets, Toilet Seats, Urinals & Sinks (Use germicidal cleaner)
		2	Clean / Disinfect	Sink Tops, Changing Tables & Dispensers (Use germicidal cleaner)
		3	Sweep / Spot Clean / Mop	Floors (Use Germicidal Cleaner in mop water)
		4	Clean / Wipe Down	Doors, Walls, Partitions, Pipes, Chairs (Use Germicidal Cleaner)
		5	Empty / Clean / Change Liners	Waste containers (including sanitary napkin receptacles)
		6	Clean / Refill	Dispensers: Soap, Paper Towel, Toilet Paper, Toilet Seat Cover, Sanitary Napkin & Tampon
		7	Clean / Polish	Glass, Mirrors, Doorplates & Kickplates
		8	Spot Clean (Remove Graffiti)	Doors, Handles, Windows, Walls & Partitions
		9	Add Water & Disinfectant	Floor Drains
		10	Unstop Toilets	Common Stoppages with Plunger

NIGHTLY	CORRIDORS	1	Sweep	Hard Surface Floors (Use dustless cloths)
		2	Damp Mop	Hard Surface Floors (Use Germicidal Cleaner)
		3	Remove Spots / Marks	Hard Surface Floors
		4	Vacuum / Spot Clean	Mats
		5	Empty / Clean / Change Liners	Waste containers (including sanitary napkin receptacles)
		6	Clean / Disinfect / Polish	Drinking Fountains
		7	Spot Clean	Doors, Handles, Painted Walls, Marlite Walls, Woodwork & Handrails

NIGHTLY	WAITING ROOMS OFFICE AREAS CONFERENCE ROOMS	1	Sweep	Hard Surface Floors (Use dustless cloths)
		2	Damp Mop	Hard Surface Floors (Use Germicidal Cleaner)
		3	Remove Spots / Marks	Hard Surface Floors

4	Vacuum (waiting rooms & traffic areas)	Carpeted Floors & Entry Rugs
5	Spot Clean	Carpeted Floors (Per Manufacturer's Directions)
6	Empty / Clean / Change Liners	Trash Containers (Remove trash from facility)
7	Clean / Disinfect / Polish	Drinking Fountains
8	Spot Clean	Doors, Handles, Painted Walls, Marlite Walls, Woodwork & Handrails

NIGHTLY	ENTRY AREAS	1	Sweep	Hard Surface Floors, Sidewalks & Patios
		2	Remove	Trash & Debris
		3	Empty / Clean / Change Liners	Trash Containers
		4	Clean / Disinfect / Polish	Drinking Fountains
		5	Clean / Service	Ash Trays & Urns
		6	Remove	Graffiti
		7	Clean	Inside & Outside Glass Doors & Walls at Entrances (Use Germicidal)

NIGHTLY	BREAK ROOMS	1	Sweep	Hard Surface Floors (Use dustless cloths)
		2	Damp Mop	Hard Surface Floors (Use Germicidal Cleaner)
		3	Vacuum	Carpeted Floors
		4	Spot Clean	Carpeted Floors (Per Manufacturer's Directions)
		5	Empty / Clean / Change Liners	Trash Containers (Remove trash from facility)
		6	Clean / Disinfect	Sinks, Counters, Stovetop & Tabletops
		7	Clean / Refill	Dispensers: Soap & Paper Towel

NIGHTLY	EXAM ROOMS	1	Clean / Disinfect	Sinks, Counters & Dispensers (Use Germicidal Cleaner)
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2	Sweep / Spot Clean / Mop	Floors (under exam tables) (Use Germicidal Cleaner in mop water)
3	Clean / Wipe Down	Exam Tables (Use Germicidal Cleaner)
4	Clean / Wipe Down	Doors and Walls (Use Germicidal Cleaner)
5	Empty / Clean / Change Liners	Waste containers (including sanitary napkin receptacles)
6	Clean / Refill	Dispensers: Soap & Paper Towel
7	Dust	Tables, Chairs, File Cabinets & Wall Cabinets

NIGHTLY	GENERAL	1	Clean / Maintain	Custodial Closet
	THROUGHOUT	2	Clean / Maintain	Rubbish Disposal Area
	ENTIRE BUILDING	3	Empty / Clean	Trash Containers in Parking Lot (4)
		4	Clean / Maintain	Stock of Supplies for Emergency Needs

WEEKLY	RESTROOMS	1	Machine Scrub	Hard Surface Floors (Use Germicidal Cleaner)
		2	Clean / Disinfect	Grout in Ceramic Tile Floors
		3	Seal	Ceramic Tile Floors (1 Coat of Sealer per Week)
		4	Maintain / Refill	Air Freshener Units
		5	Remove Stains / Water Deposits	Toilets, Urinals, Sinks, Sink Tops, Walls, Partitions & Floors
		6	Wash	Trash Containers
		7	Vacuum / Wipe Down	Vents & Lights Fixtures

WEEKLY	CORRIDORS	1	Buff	Hard Surface Floors
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WEEKLY	WAITING ROOMS	1	Sweep (detail)	Hard Surface Floors
	OFFICE AREAS	2	Vacuum (detail)	Carpeted Floors & Entry Rugs
	CONFERENCE ROOMS	3	Dust	Tables, Chairs, Lamps, Window Sills & Ledges
	BREAK ROOMS		Dust	Partitions & Partition Frames, File Cabinets & Wall Cabinets
			Dust	Bookcases, Bookshelves & Shelves
		4	Wash	Trash Containers
		5	Clean / Disinfect	Waiting Room Chairs
		6	Wipe Down	White Boards in Conference Rooms (Only Use Whiteboard Cleaner)

WEEKLY	ENTRY AREAS	1	Wash Down	Sidewalks & Patios
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QUARTERLY	OFFICE AREAS	1	Vacuum	Cloth Partitions
	CONFERENCE ROOMS	2	Vacuum	Upholstered Furniture
		3	Vacuum / Clean	Vents
		4	Clean (by Pressure Extraction) or on as needed basis	Carpets

QUARTERLY	CORRIDORS	1	Strip	Hard Surface Floors
		2	Wax & Buff	Hard Surface Floors
		3	Clean / Wipe Down	Safety Mirrors

SEMIANNUAL	OFFICE AREAS	1	Wash	All Windows & Clear Surfaces
	WAITING ROOMS	2	Clean	Exterior Window Ledges

BREAK ROOMS

3 Remove / Wash

Blinds

4 Vacuum

Drapes

DAY PORTER**ASSIGNMENTS**

- | | | |
|---|---------------------|--|
| 1 | PRIMARY PURPOSE | Supplemental cleaning tasks during business hours as directed by the Building Manager. |
| 2 | REGULAR ASSIGNMENTS | Building Manager shall prepare a listing of regular tasks. Building Manager shall prepare a schedule for completing regular tasks. Building Manager shall prepare a schedule (reporting times) for assigning special tasks. |
| 3 | SPECIAL ASSIGNMENTS | Report promptly to Building Manager when paged for special assignments. |
| 4 | SPILLS | Clean up any spills or other health or safety hazards reported by Building Manager or other staff. |
| 5 | RESTROOMS | Inspect, clean & restock restrooms at times scheduled by Building Manager. |
| 6 | PUBLIC HALLWAYS | Inspect & clean public hallways, corridors, entrances & exits at times scheduled by Building Manager. |
| 7 | REPORT DEFICIENCIES | Report any general maintenance deficiencies to the Building Manager (plumbing, damaged equipment, etc.). Provide a description of needed work and priority. Assist with repairs, if appropriate, and cleanup. Restrict access to the area, post signs, turn off water or other measures until repair staff arrive. |
| 8 | PROHIBITED TASKS | Day porter shall not perform any of the regular janitorial service work. |

REQUIREMENTS

- | | | |
|---|----------------------|---|
| 1 | SIGN IN
SIGN OUT | Sign-in with Building Manager at the start of each shift.
Sign-out with Building Manager at the end of each shift. Day porter shall arrive promptly at the scheduled time. If Day porter does not arrive within thirty (30) minutes of the scheduled time, Contractor shall be notified and be expected to provide a substitute within sixty (60) minutes after notification. Lost hours due to absence will be deducted. Repeat problems will be deficient performance. |
| 2 | COMMUNICATION | Day porter shall effectively understand and communicate in English. Day porter shall read and follow both written and oral instructions. |
| 3 | TWO-WAY RADIO | Contractor shall equip each Day porter with a two-way radio or any remote communication device accessible by the Building Manager. Day porter shall immediately report to the Building Manager when paged. |
| 4 | TRAINING | Day porter shall be trained in handling hazardous materials and in public safety. |
| 5 | TOOLS & EQUIPMENT | Contractor shall provide Day porter with all tools, equipment and supplies to complete assigned work. |
| 6 | UNIFORM & NAME BADGE | Day porters shall wear clean uniforms with name tags at all times. Contractor shall provide each Day porter with at least two (2) uniforms to allow cleaning time for uniforms. |

1719 W 17TH - EPIDEMIOLOGY MODULAR**FACILITY HOURS OF OPERATION:** (Facility is open to public & employees)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
EPIDEMIOLOGY 8:00 AM-5:00 PM (last Wed of month)	8:00 AM-5:00 PM	8:00 AM-5:00 PM 8:00 AM-7:30 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	NONE	NONE

JANITORIAL SERVICE HOURS: (Facility is available to perform janitorial service). The County reserves the right to change/adjust the janitorial services hours at any given time during the term of this Contract.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
EPIDEMIOLOGY 5:00 PM-2:00 AM (last Wed. of month)	5:00 PM-2:00 AM	5:00 PM-2:00 AM 7:30 PM-2:00 AM	6:30 PM-2:00 AM	5:00 PM-2:00 AM	8:00 AM-5:00 PM	8:00 AM-5:00 PM

FACILITY DATA:

Type of Facility
Resilient Tile (SF)
Carpet (SF)
Total Area Inside Building (SF)
Total Area Outside Building (SF)
Number of Restrooms
Number of Toilets
Number of Urinals
Number of Exam Rooms with Sinks
Average Number of Employees per Day
Average Number of Customers per Day

EPIDEMIOLOGY MODULAR

Administrative Offices
200
5,800
6,000
500
2
3
1
1
35
120

NIGHTLY	RESTROOMS	1	Clean / Disinfect / Deodorize	Toilets, Urinals & Sinks (Use germicidal cleaner)
		2	Clean / Disinfect	Sink Tops & Dispensers (Use germicidal cleaner)
		3	Sweep / Spot Clean / Mop	Floors (Use germicidal cleaner in mop water)
		4	Clean / Wipe Down	Doors, Walls, Partitions, Rails & Pipes (Use germicidal cleaner)
		5	Empty / Clean / Change Liners	Waste containers (including sanitary napkin receptacles)

	6	Clean / Refill	Dispensers: Soap, Paper Towel, Toilet Paper, Toilet Seat Cover, Sanitary Napkin & Tampon
	7	Clean / Polish	Glass, Mirrors, Doorplates & Kickplates
	8	Spot Clean (Remove Graffiti)	Doors, Handles, Windows, Walls & Partitions
	9	Add Water & Disinfectant	Floor Drains
	10	Unstop Toilets	Common Stoppages with Plunger

NIGHTLY	WAITING ROOMS	1	Sweep	Hard Surface Floors (Use dustless cloths)
	OFFICE AREAS	2	Damp Mop	Hard Surface Floors (Use Germicidal Cleaner)
	CONFERENCE ROOMS	3	Remove Spots / Marks	Hard Surface Floors
		4	Vacuum (waiting rooms & traffic areas)	Carpeted Floors & Entry Rugs
		5	Spot Clean	Carpeted Floors
		6	Empty / Clean / Change Liners	Trash Containers (Remove trash from facility)
		7	Clean / Disinfect / Polish	Drinking Fountains

NIGHTLY	BREAK ROOMS	1	Sweep	Hard Surface Floors (Use dustless cloths)
		2	Damp Mop	Hard Surface Floors (Use Germicidal Cleaner)
		3	Vacuum	Carpeted Floors
		4	Spot Clean	Hard Surface & Carpeted Floors
		5	Empty / Clean / Change Liners	Trash Containers (Remove trash from facility)
		6	Clean / Disinfect	Sinks, Counters & Tabletops
		7	Clean / Refill	Dispensers: Soap & Paper Towel

NIGHTLY	GENERAL	1	Clean / Maintain	Custodial Closet
	THROUGHOUT	2	Clean / Maintain	Rubbish Disposal Area
	ENTIRE BUILDING	3	Maintain	Stock of Supplies for Emergency Needs

WEEKLY	RESTROOMS	1	Machine Scrub	Hard Surface Floors (Use Germicidal Cleaner)
		2	Clean / Disinfect	Grout in Ceramic Tile Floors
		3	Seal	Ceramic Tile Floors (1 Coat of Sealer per Week)
		4	Maintain / Refill	Air Freshener Units
		5	Remove Stains / Water Deposits	Toilets, Urinals, Sinks, Sink Tops, Walls, Partitions & Floors
		6	Wash	Trash Containers
		7	Vacuum / Wipe Down	Vents & :Lights Fixtures

WEEKLY	WAITING ROOMS	1	Sweep (detail)	Hard Surface Floors
	OFFICE AREAS	2	Vacuum (detail)	Carpeted Floors & Entry Rugs
	CONFERENCE ROOMS	3	Dust	Tables, Chairs, Lamps, Window Sills & Ledges Partitions & Partition Frames, File Cabinets & Wall Cabinets, Bookcases, Bookshelves & Shelves
	BREAK ROOMS	4	Spot Clean	Doors, Walls & Partition Surfaces
		5	Wash	Trash Containers
		6	Clean / Disinfect	Waiting Room Chairs (Use Germicidal Cleaner)

MONTHLY	RESTROOMS	1	Machine Scrub	Hard Surface Floors (Use Germicidal Cleaner)
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2	Clean / Disinfect	Grout in Ceramic Tile (Use Germicidal Cleaner)
3	Seal	Ceramic Tile Floors (2 coats of sealer minimum)

MONTHLY	WAITING ROOMS	1	Machine Scrub	Hard Surface Floors (Use Germicidal Cleaner)
	OFFICE AREAS	2	Clean / Polish	Counters
	CONFERENCE ROOMS	3	Clean / Wipe Down	All Furniture, Telephones & Door Handles (Use Germicidal Cleaner)
		5	Vacuum / Wipe Down	Vents
		6	Dust	Blinds

MONTHLY	BREAK ROOMS	1	Clean / Wipe Down	All Furniture, Telephones & Door Handles (Use Germicidal Cleaner)
	EXAM ROOMS	2	Vacuum / Wipe Down	Vents

QUARTERLY	OFFICE AREAS	1	Vacuum	Carpets
	WAITING ROOMS	2	Clean (by Pressure Extraction)	Carpets
	CONFERENCE ROOMS	3	Strip	Hard Surface Floors
		4	Wax & Buff	Hard Surface Floors
		5	Wash	All Windows & Clear Surfaces
		6	Clean	Exterior Window Ledges
		7	Vacuum	Cloth Partitions
		8	Vacuum	Upholstered Furniture
		9	Vacuum / Clean	Vents
		10	Remove / Wash	Blinds
		11	Vacuum	Drapes

1729 W 17TH - PUBLIC HEALTH LAB**FACILITY HOURS OF OPERATION:** (Facility is open to public & employees)

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
HEALTH LAB	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	9:00 AM-1:00 PM	NONE

JANITORIAL SERVICE HOURS: (Facility is available to perform janitorial service). The County reserves the right to change/adjust the janitorial services hours at any given time during the term of this Contract.

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
HEALTH LAB	3:30 PM-5:30 PM	3:30 PM-5:30 PM	3:30 PM-5:30 PM	3:30 PM-5:30 PM	3:30 PM-5:30 PM	9:00 AM-1:00 PM	NONE

FACILITY DATA:

Type of Facility
Resilient Tile (SF)
Carpet (SF)
Total Area Inside Building (SF)
Total Area Outside Building (SF)
Number of Restrooms
Number of Toilets
Number of Urinals
Number of Exam Rooms with Sinks
Average Number of Employees per Day
Average Number of Customers per Day

HEALTH LAB

Laboratory & Offices
12,600
1,200
15,500
800
2
6
1
0
50
35

NIGHTLY	RESTROOMS	1	Clean / Disinfect / Deodorize	Toilets, Urinals & Sinks (Use germicidal cleaner)
		2	Clean / Disinfect	Sink Tops & Dispensers (Use Germicidal Cleaner)
		3	Sweep / Spot Clean / Mop	Floors (Use Germicidal Cleaner in mop water)
		4	Clean / Wipe Down	Doors, Walls, Partitions, Rails & Pipes (Use Germicidal Cleaner)
		5	Empty / Clean / Change Liners	Waste containers (including sanitary napkin receptacles)
		6	Clean / Refill	Dispensers: Soap, Paper Towel, Toilet Paper, Toilet Seat Cover, Sanitary Napkin & Tampon

7	Clean / Polish	Glass, Mirrors, Doorplates & Kickplates
8	Spot Clean (Remove Graffiti)	Doors, Handles, Windows, Walls & Partitions
9	Add Water & Disinfectant	Floor Drains
10	Unstop Toilets	Common Stoppages with Plunger

NIGHTLY	LAB AREA	1	Sweep	Hard Surface Floors (Use dustless cloths)
	OFFICE AREAS	2	Mop (Spot mop only on weekdays)	Hard Surface Floors (Use Germicidal Cleaner)
	CONFERENCE ROOM	3	Vacuum (traffic areas)	Carpeted Floors & Entry Rugs
		4	Spot Clean	Carpeted Floors
		5	Empty / Clean / Change Liners	Trash Containers (Remove trash from facility)
		6	Clean / Disinfect / Polish	Drinking Fountains
		7	Clean	Spills
		8	Clean	Conference Room Table

NIGHTLY	BREAK ROOM	1	Sweep	Hard Surface Floors (Use dustless cloths)
		2	Mop (Spot mop only on weekdays)	Hard Surface Floors (Use Germicidal Cleaner)
		3	Vacuum	Carpeted Floors
		4	Spot Clean	Hard Surface & Carpeted Floors
		5	Empty / Clean / Change Liners	Trash Containers (Remove trash from facility)
		6	Clean / Disinfect	Sinks, Counters & Tabletops
		7	Clean / Refill	Dispensers: Soap & Paper Towel

NIGHTLY	ENTRY AREAS	1	Sweep	Hard Surface Floors, Sidewalks & Patios
		2	Remove	Trash & Debris
		3	Empty / Clean / Change Liners	Trash Containers
		4	Clean / Disinfect / Polish	Drinking Fountains
		5	Clean / Service	Ash Trays & Urns
		6	Clean	Inside & Outside Glass Doors & Walls at Entrances (Use Germicidal)
		7	Remove	Graffiti

NIGHTLY	GENERAL	1	Clean / Maintain	Custodial Closet
	THROUGHOUT	2	Clean / Maintain	Rubbish Disposal Area
	ENTIRE BUILDING	3	Clean / Maintain	Stock of Supplies for Emergency Needs

WEEKLY (THURSDAY)	RESTROOMS	1	Maintain / Refill	Air Freshener Units
		2	Remove Stains / Water Deposits	Toilets, Urinals, Sinks, Sink Tops, Walls, Partitions & Floors
		3	Wash	Trash Containers
		4	Vacuum / Wipe Down	Vents

WEEKLY (THURSDAY)	LAB AREA	1	Sweep (detail)	Hard Surface Floors
	OFFICE AREAS	2	Remove Spots / Marks	Hard Surface Floors
		3	Damp Mop	Hard Surface Floors (Use Germicidal Cleaner)
		4	Damp Mop	Walk-In Refrigerator Near Central Processing (Use Germicidal)
		5	Vacuum (detail)	Carpeted Floors & Entry Rugs

6	Dust	Tables, Chairs, Lamps, Window Sills & Ledges
7	Dust	Partitions & Partition Frames, File Cabinets & Wall Cabinets
8	Dust	Bookcases, Bookshelves & Shelves
9	Spot Clean	Partition Surfaces
10	Spot Clean	Doors, Walls, Woodwork & Handrails
11	Wash	Trash Containers

WEEKLY (THURSDAY)	CONFERENCE ROOM	1	Sweep (detail)	Hard Surface Floors
	BREAK ROOM	2	Remove Spots / Marks	Hard Surface Floors
		3	Vacuum	Carpeted Floors
		4	Dust	Tables, Chairs, Lamps, Window Sills & Ledges
		5	Dust	Bookcases, Bookshelves & Shelves
		6	Spot Clean	Doors, Walls, Woodwork & Handrails
		7	Wash	Trash Containers

WEEKLY	ENTRY AREAS	1	Wash Down/Sweep	Sidewalks & Patios
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MONTHLY (1ST) (SATURDAY)	RESTROOMS	1	Machine Scrub	Hard Surface Floors (Use Germicidal Cleaner)
		2	Clean / Disinfect	Grout in Ceramic Tile (Use Germicidal Cleaner)
		3	Seal/Wax	Ceramic Tile Floors (2 coats of sealer minimum)
		4	Vacuum / Clean	Vents (remove vent, clean vent & duct by vent)

MONTHLY (1ST) (SATURDAY)	LAB AREA	1	Machine Scrub	Hard Surface Floors (Use Germicidal Cleaner)
	OFFICE AREA	2	Wax & Buff	Hard Surface Floors
		3	Clean / Wipe Down	Door Handles & Telephones (Use Germicidal Cleaner)
		4	Clean / Wipe Down	All Furniture
		5	Dust	Blinds

QUARTERLY (SATURDAY)	LAB AREA	1	Vacuum	Carpets
	OFFICE AREA	2	Clean (by Pressure Extraction)	Carpets
		3	Strip	Hard Surface Floors
	CONFERENCE ROOM	4	Wax & Buff	Hard Surface Floors
		5	Wash	All Windows & Clear Surfaces (Interior & Exterior)
		6	Clean	Exterior Window Ledges
		7	Vacuum	Cloth Partitions
		8	Vacuum	Upholstered Furniture
		9	Remove / Wash	Blinds
		10	Vacuum	Drapes
		11	Vacuum / Clean	Vents (remove vent, clean vent & duct by vent)

QUARTERLY (SATURDAY)	LAB AREA	1	Strip	Hard Surface Floors
		2	Wax & Buff	Hard Surface Floors
		3	Clean / Wipe Down	All Non-Porous Walls (Use Germicidal Cleaner)

1729 –E W 17TH - THE LEARNING CENTER TRAILER**FACILITY HOURS OF OPERATION:** (Facility is open to public & employees)

<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
THE LEARNING CENTER TRAILER 8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	8:00 AM-5:00 PM	NONE	NONE

JANITORIAL SERVICE HOURS: (Facility is available to perform janitorial service)

<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
THE LEARNING CENTER TRAILER 3:30 PM-9:00 PM	3:30 PM-9:00 PM	3:30 PM-9:00 PM	3:30 PM-9:00 PM	3:30 PM-9:00 PM	NONE	NONE

FACILITY DATA:**THE LEARNING CENTER TRAILER**

Type of Facility	
Carpet (SF)	2,106
Hard Surface (SF)	54
Total Area Inside Building (SF)	2,160
Total Area Outside Building (SF)	200
Number of Restrooms	1
Number of Toilets	1
Number of Urinals	0
Number of Exam Rooms with Sinks	0
Average Number of Employees per Day	8
Average Number of Customers per Day	0

NIGHTLY	RESTROOM		
		1	Clean / Disinfect / Deodorize Toilets, Urinals & Sinks (Use germicidal cleaner)
		2	Clean / Disinfect Sink Tops & Dispensers (Use Germicidal Cleaner)
		3	Sweep / Spot Clean / Mop Floors (Use Germicidal Cleaner in mop water)
		4	Clean / Wipe Down Doors, Walls, Partitions, Rails & Pipes (Use Germicidal Cleaner)
		5	Empty / Clean / Change Liners Waste containers (including sanitary napkin receptacles) Dispensers: Soap, Paper Towel, Toilet Paper, Toilet Seat Cover,
		6	Clean / Refill Sanitary Napkin & Tampon

7	Clean / Polish	Glass, Mirrors, Doorplates & Kickplates
8	Spot Clean (Remove Graffiti)	Doors, Handles, Windows, Walls & Partitions
9	Add Water & Disinfectant	Floor Drains
10	Unstop Toilets	Common Stoppages with Plunger

NIGHTLY **CONFERENCE ROOM**

1	Vacuum (Traffic Areas)	Carpeted Floors & Entry Rugs
2	Spot Clean	Carpeted Floors
3	Empty / Clean / Change Liners	Trash Containers (Remove trash from facility)
4	Clean	Spills
5	Clean	Conference Room Table

WEEKLY **RESTROOM**

1	Machine Scrub	Hard Surface Floor (Use Germicidal Cleaner)
2	Maintain / Refill	Air Freshener Units
3	Remove Stains / Water Deposits	Toilets, Urinals, Sinks, Sink Tops, Walls, Partitions & Floors
4	Wash	Trash Containers
5	Vacuum / Wipe Down	Vents

WEEKLY **CONFERENCE ROOM**

1	Vacuum (detail)	Carpeted Floors and Entry Rugs Tables, Chairs, Lamps, Window Sills & Ledges, Podium, Counter Tops, Cabinets (surface & top), Wall Cabinets, Drawing Boards
2	Dust	
3	Spot Clean	Doors, Walls

4	Wash	Trash Containers
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WEEKLY	ENTRY AREAS	1	Wash Down	Sidewalks & Patios
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MONTHLY	RESTROOMS	1	Machine Scrub	Hard Surface Floors (Use Germicidal Cleaner)
		2	Wax & Buff	Hard Surface Floors
		3	Vacuum / Wipe Down	Vents

MONTHLY	CONFERENCE ROOM	1	Vacuum	Carpeted Floors and Entry Rugs
		2	Dust	Blinds
		3	Clean/Wipe Down	Door Handles & Telephones (Use Germicidal Cleaner), and All Furniture

QUARTERLY	CONFERENCE ROOM	1	Vacuum	Carpets
		2	Clean(by pressure extraction	Carpets
		3	Wash	All Windows & Clear Surfaces (Interior & Exterior)
		4	Clean	All Exterior Window Ledges
		5	Vacuum	Upholstered Furniture
		6	Remove/Wash	Blinds
		7	Vacuum/Clean	Vents

CONTRACT NO. MA-042-13010056-13012007

ATTACHMENT B

COMPENSATION/PAYMENT SCHEDULE

I. COMPENSATION

This is a fixed price Contract not to exceed \$171,000 for the term of the Contract between the County and the Contractor.

The Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of the Contractor, which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the SOW, set forth more fully in Attachment A of this Contract.

II. PAYMENT TERMS

A. Terms

Invoices are to be submitted in arrears to the address listed below. Payment will be net thirty (30) days after the receipt of an acceptable invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County's Project Manager and is subject to routine processing requirements of the County.

Billing shall cover only those services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods and/or services not provided or when goods and/or services do not meet the Contract requirements.

Payment made by the County shall not preclude the right of the 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.

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to County's Project Manager as follows:

County of Orange
HCA/ Accounts Payable
PO Box 689
Santa Ana, CA 92702

2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:
 - a. County Contract Number;
 - b. Contractor's Federal I.D. Number and California Board of Equalization Permit Number;
 - c. Description of Services;
 - d. Date(s) of Performance of Service
 - e. Amount of Payment Requested;
 - f. Remittance Address

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

CONTRACT NO. MA-042-1301005613012007

ATTACHMENT C

COST SUMMARY/PRICING

The rate includes all costs, travel expenses, mileage, materials, and all other services fees for the completion of the janitorial services set forth herein.

A. Regular Service: (monthly price to perform work in accordance with specifications)

Health Clinic (1725)	<u>\$5,500.00</u> cost / month	<u>500</u> hours / month
WIC Trailer	<u>\$250.00</u> cost / month	<u>20</u> hours / month
Health Annex	<u>\$500.00</u> cost / month	<u>40</u> hours / month
Epidemiology (1719)	<u>\$450.00</u> cost / month	<u>36</u> hours / month
Health Lab (1729)	<u>\$1,300.00</u> cost / month	<u>125</u> hours / month
The Learning Center Trailer (1729-E)	<u>\$250.00</u> cost / month	<u>30</u> hours / month
Inspection / Supervision	<u>\$2,000.00</u> cost / month	<u>130</u> hours / month
TOTAL COST	<u>\$10,250.00</u> cost / month	

B. PROPOSED SERVICE HOURS:

17TH Street Complex	MON	TUE	WED	THU	FRI	SAT	SUN
Minimum Number of Workers	8	8	8	8	8	0	0
Minimum Number of Service Hours	46	46	46	46	46	0	0

C. COST ANALYSIS: (includes Regular Service monthly total & Day Porter costs)

General Janitorial	\$ <u>8,376.00</u> / month
Window Washing	\$ <u>587.00</u> / month
Floors	\$ <u>1,175.00</u> / month
Supervision	\$ <u>587.00</u> / month
Insurance / Benefits for above	\$ <u>1,175.00</u> / month

Supplies, Tools and Equipment	\$ <u>1,175.00</u> / month
Indirect Expenses & Profits	\$ <u>1,175.00</u> / month
TOTAL COST OF BID	\$ <u>14,250.00</u> / month

D. DEDUCTIONS: (includes Regular Service monthly total & Day Porter costs)

Restrooms	\$ <u>2,437.50</u> / month
Floor Cleaning & Spray Buffing	\$ <u>2,012.50</u> / month
Floor Waxing & Stripping	\$ <u>2,012.50</u> / month
Carpet Shampooing	\$ <u>2,262.50</u> / month
Window Cleaning	\$ <u>1,675.00</u> / month
Trash Removal	\$ <u>1,675.00</u> / month
General Dusting & Cleaning	\$ <u>2,175.00</u> / month
TOTAL COST	\$ <u>14,250.00</u> / month

NOTES: Total cost items should equal monthly price.

E. Day Porter Service: (monthly price to perform work in accordance with specifications)

1725 Clinic - Day Porter #1 \$2,000.00 cost / month

1725 Clinic - Day Porter #2 \$2,000.00 cost / month

F. Emergency Service (if needed and as requested):

Day Porter 7:30 am - 5:00 pm Mon - Fri	<u>\$12.00</u> cost / hour
Custodial Service Worker 7:00 am - 5:00 pm Mon - Fri	<u>\$12.00</u> cost / hour
Custodial Service Worker 5:00 pm - 7:00 am Mon - Fri	<u>\$12.00</u> cost / hour
Custodial Service Worker all day Sat, Sun or Holiday	<u>\$15.00</u> cost / hour

CONTRACT NO. MA-042-43010056-13012007**EXHIBIT 1****CONTRACT COORDINATION**

<u>Facility Name</u> <u>Facility Address</u>	<u>Contract Coordinator</u> <u>Alternate Contract Coordinator</u>	<u>Phone</u>
HCA/Administration 405 W. 5 th St. Santa Ana, CA 92701	Sivari Cole Steve Karakash	714-834-3907 714-834-5158

ON SITE COORDINATION

<u>Facility Name</u> <u>Facility Address</u>	<u>Building Manager</u>	
Health Clinic, WIC Trailer, Health Annex 1725 W. 17 th St. Santa Ana, CA 92706	Jeremy Harris	714- 834-7682

<u>Facility Name</u> <u>Facility Address</u>	<u>Building Manager</u>	
Epidemiology Modular 1719 W. 17 th St. Santa Ana, CA 92706	Annette Banuelos	714- 834-8064

<u>Facility Name</u> <u>Facility Address</u>	<u>Building Manager</u>	
Public Health Lab 1729 W. 17 th St. Santa Ana, CA 92706	Jeanette Salvador	714- 834-8279

<u>Facility Name</u> <u>Facility Address</u>	<u>Building Manager</u>	
The Learning Center Trailer 1729-E W. 17 th St. Santa Ana, CA 92706	Jeanette Salvador	714- 834-8279

HCA PURCHASING CONTACT

<u>Location</u>	<u>Deputy Purchasing Agent</u>	
HCA/Purchasing 511 N. Sycamore	Ana Figueroa Santa Ana, CA 92701	714-834-2170

EXHIBIT 2

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION
REQUIREMENTS**

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, all Contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of *each* individual who owns an interest of ten (10) percent or more in the contracting entity.

In addition, all Contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

In order to comply with child support enforcement requirements of the County of Orange, within thirty (30) days of award of Contract, the Contractor agrees to furnish the required contractor data and certifications to the Deputy Purchasing Agent.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state 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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

EXHIBIT 2 (cont.)

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address:

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

(Additional sheets may be used if necessary)

EXHIBIT 2 (cont.)**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION
REQUIREMENTS**

"I certify that UMS Inc. dba United Maintenance Systems is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract MA-042-11010639 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract."

*Signature**

Name (Please Print)

Title

Date

Company Name

Contract Number

*Signature**

Name (Please Print)

Title

Date

Company Name

Contract Number

***Two signatures required if a corporation**