



**COUNTY OF ORANGE  
SOCIAL SERVICES AGENCY**

**No. MA-063-19010383**

**WITH**

**OMNI ENTERPRISE INC.**

**FOR**

**JANITORIAL AND DAY PORTER SERVICES**

**MA-063-19010383  
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Attachment A

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Attachment A

**SECTION I**

This Contract MA-063-19010383 (referred to as "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Suite 100, Orange CA 92868-1673 (referred to as "County"), and Omni Enterprise Inc., having its principal place of business at 1420 E. Edinger Ave., Suite 225, Santa Ana, CA 92705 (referred to as "Contractor"), for Janitorial and Day Porter Services. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

**RECITALS**

WHEREAS, County issued an Invitation for Bid, IFB-063-C012437 (referred to as "IFB") for the provision of Janitorial and Day Porter Services; and

WHEREAS, Contractor responded and represented that the Janitorial and Day Porter Services (referred to as "Services") shall meet or exceed the requirements and specifications of the IFB; and

WHEREAS, Contractor agrees to provide the Services per the Terms and Conditions of the IFB; and

WHEREAS, the County of Orange Board of Supervisors has authorized the County Procurement Officer or authorized Deputy to enter into a Contract with Contractor for obtaining said Services; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**1. Scope Of Contract**

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

**2. Term Of Contract**

This Contract shall be for a three-year term from November 1, 2018 through October 31, 2021, unless otherwise terminated by the County. This Contract may be renewed thereafter for two one-year terms upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew this Contract.

**3. Compensation & Payment**

Contractor agrees to provide the Services as set forth in Section III, Scope of Work, at the fixed rates specified in Section IV, Compensation / Payment Schedule. The total cost of this Contract shall not exceed \$783,300.

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**SECTION II**

**GENERAL TERMS AND CONDITIONS**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract 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.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Intentionally Omitted**

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- I. **Assignment:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **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 Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

**Qualified Insurer**

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

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

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

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

**Required Coverage Forms**

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

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

**Required Endorsements**

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

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

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **“as required by written contract”**.

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

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

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

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

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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the 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 the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the

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Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **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.
- T. **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 "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **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.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **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



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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.

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

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

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

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

**CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

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**ADDITIONAL TERMS AND CONDITIONS**

1. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
2. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.
3. **State Funds - Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.
4. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the contractor. Upon termination County agrees to pay the contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
5. **Debarment:** Contractor shall certify that neither contractor nor its principals are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.
6. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

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

<b>FOR COUNTY:</b>	<b>COPY TO:</b>
County of Orange	County Of Orange
SSA/Procurement Services	SSA/Facilities Services
500 N. State College Blvd., Suite 100	500 N. State College Blvd., Suite 100
Orange, CA 96868-1673	Orange, CA 92868-1673
Attn: Evelyn Yambao	Attn: Michael Aoun
Telephone: (714) 541-7719	Telephone: (714) 541-7758
Email: Evelyn.Yambao@ssa.ocgov.com	Email: Michael.Aoun@ssa.ocgov.com

<b>FOR CONTRACTOR:</b>
Omni Enterprise Inc.
1420 E. Edinger Ave., Suite 225
Santa Ana, CA 92705
Attn: Dante Perez
Telephone: (714) 801-4092
Email: Omniclean@gmail.com

8. **County Of Orange Child Support Enforcement:** Contractor certifies it 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 the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
9. **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. Terminate the Contract immediately, pursuant to Section K herein;
  - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
  - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
10. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project

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manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

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

**11. Disputes – Contract:**

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

- i. 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.
- ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

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

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

Nothing in this paragraph shall limit the County's right to terminate the Contract.

12. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
13. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
14. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another County will require written approval from the County of Orange assigned Deputy Purchasing Agent.

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15. **Pricing Increase/Decrease:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
16. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
17. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

18. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
19. **Conditions Affecting Work:** The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.
20. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
21. **Displaced Janitor Opportunity Act:** Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act applied to contracts entered into on or after January 1, 2002.

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

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

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

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

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

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

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

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

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**SECTION III**

**SCOPE OF WORK**

**I. GENERAL SCOPE OF WORK**

Contractor shall, throughout the length of the Contract, provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform janitorial services at the SSA Eckhoff Facilities in a professional, systematic and thorough manner for the listed facility. These services shall include, but are not limited to, cleaning, washing windows (interior/exterior), vacuuming, sweeping, dusting, hard surface floor buffing, stripping, waxing and shampooing carpets and emergency clean-ups.

**II. MINIMUM REQUIREMENTS**

County pays in arrears after receipt of invoice therefore Contractor must have the financial stability to provide the services specified in this Contract for a period of 2 (two) months.

**III. DEFINITIONS**

- A. **Daily:** Shall mean the period of normal work week, i.e., Monday through Friday, including Saturday and Sunday, when necessary or so designated.
- B. **Weekly:** Shall mean per calendar week (Sunday – Saturday)
- C. **Bi -Weekly:** Shall mean every two weeks. It shall be per calendar month regardless of the number of days in the month.
- D. **Monthly:** Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.
- E. **Quarterly:** Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.
- F. **Semi-Annually:** Shall be every six (6)-months. All work to be performed on a semi-annual period basis shall be performed during the third week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Agreement and all subsequent semi-annual periods shall commence on six (6)-months intervals thereafter.
- G. **Annual:** Shall be once (1) per year. The first annual period shall commence upon the effective date of the Contract and all subsequent annual periods shall commence on one (1) year intervals thereafter. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the Contract year.
- H. **Day Porter:** Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours to perform the Contract related services, including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups such as plumbing and roof leaks, refilling supplies, and general facility upkeep.
- I. **Dirt:** Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- J. **Damp Mopping:** Cleaning floor surfaces after sweeping and dust mopping to pick up any remaining dust or dirt, utilizing a clean mop, clean water, all-purpose floor cleaner (and a disinfectant where required by the scope of work) with a dry-wrung out mop.
- K. **Disinfect:** To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing, and cleaning as directed by manufacturer's instructions.

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- L. **Spray Buffing:** A process used to eliminate heel marks and scuffs in high traffic areas, and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- M. **Carpet Cleaning:** Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufactures recommendations.
- N. **Dust Mopping:** Removing dirt and debris from floor surfaces by use of a dust mop.
- O. **Easily Movable Items:** Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- P. **Emergency Clean-ups:** Including but not limited to cleaning up water from roof leaks and plumbing leaks.
- Q. **Floor Maintenance:** The tasks of sweeping, dust mopping, damp mopping, wet mopping, scrubbing, stripping, sealing, waxing, dry buffing or spray buffing to maintain floors in a neat, clean, orderly, and safe state. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks, and other stains and discoloration.
- R. **Glass:** All exposed glass or glass surfaces, including Lucite, plastic, or any transparent materials, mirrors, and entrance doors that are not considered windows.
- S. **High Glass:** Glass walls, elevators, and partitions with lower edge or upper edge that is at least six feet above the ground.
- T. **Neat/Clean:** Orderly, tidy, and free from dirt, stains, dust, and debris.
- U. **Scrubbing (hard surface floors):** Cleaning floor surfaces after sweeping or dust mopping, applying an all-purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water and picking-up residue with a wet-vacuum.
- V. **Sealing (hard surface floors):** After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.
- W. **Spray Buffing (hard surface floors):** A process used to clean and eliminate heel marks and scuffs in high traffic areas using a buffing pad, floor machine, and spray buffing chemical, leaving a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- X. **Stairways/Stairwell/Staircase:** One or more flights of stairs, such as steps, risers, and landings to pass from one level to another. Note: All stair wells shall receive floor maintenance.
- Y. **Stripping (hard surface floors):** Using a stripping pad, scrubbing machine or floor machine and a stripping solution (alkaline solution) that breaks up and emulsifies the old wax on the floor including the edges, followed by rinsing with a neutralizer agent and rinsing the area two or more times with clean water (a wet vacuum shall be used to pick up stripper) leaving the floor clean with no wax build-up.
- Z. **Sweeping:** Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- AA. **Walk-Off Mats:** Mats made of various materials that are located inside and outside building entrances and throughout the building.
- BB. **Waxing:** Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors, and leaves a non-slippery, glossy and uniform appearance.



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- CC. **Wet Mopping:** Thoroughly cleaning hard floor surfaces after sweeping or dust mopping, utilizing clean water and an all-purpose detergent solution (and disinfectant where required by the Contract Scope of Work).
- DD. **Windows:** Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim. After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows. After exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.
- EE. **Trash:** All trash containers (interior and exterior) shall be emptied at the frequencies stated herein. Trash containers shall be returned to their initial locations. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle must be removed and the trash receptacle cleaned. Trash shall be disposed of in plastic bags secured with bag ties. Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such trash. The trash shall be deposited in the nearest outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.
- FF. **Public Ash Trays and Urns:** All public ashtrays and urns shall be emptied and wiped with a cloth. Ashtrays will be washed with a cleaning solution and wiped dry as required to remove odor and stains. All public urns will be cleaned, removing debris, and the sand replaced, as needed.
- GG. **Low Dusting:** All dust, lint, litter, cobwebs, and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment, and from horizontal ledges, window sills, hand rails, baseboards, air conditioning vents, etc., up to seven feet above the top of the floor level.
- HH. **High Dusting:** Contractor shall provide high dusting, removing all dust, lint, litter, and dry soil from surfaces higher than seven feet above the top of the floor surface. Air conditioning grills, where installed, shall be high dusted.

#### IV. CONTROL OF WORK

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

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

#### V. BUILDING SECURITY

- A. Keys: County will issue such keys (key cards) as necessary for access to the service locations. Contractor shall assume full responsibility for theft or loss of keys including payment for re-keying all locks operated by these keys. Keys shall not be duplicated.
- B. Security System: The work area may be protected by limited access security systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

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- C. Facility Security: Contractor shall keep all doors locked while working in the building and doors shall not be propped open. Keys shall not be left in the doors. Contractor shall not admit a person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this contract for janitorial services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and reactivate the security system (if applicable) prior to leaving the facility.
- D. Damage: Contractor shall immediately report all damage conditions and occurrences to the Facility Manager at (714) 541-7758, including broken windows, vandalism, and/or other facility damage.

**VI. CONTRACTOR'S RESPONSIBILITIES**

- A. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor. Contractor warrants that its employees possess sufficient experience and security clearance to perform this work. Contractor shall research the employment and criminal records of each employee and shall maintain a copy of that research.
- B. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- C. Identification: All personnel shall wear uniforms furnished by the Contractor, at all times during the performance of this work. The Contractor's supervisor may wear badges in lieu of uniforms.
- D. Conduct: Contractor shall not employ people who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this job for the service provided in this contract.
- E. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
- F. Time Card: Contractor shall provide and maintain a biometric time card system on the SSA Eckhoff Facility site in a janitor's closet. The system must be stand alone and not require the use of the County's local computer network or telephone lines. Upon request from the Project Manager or designee, time reports will be furnished to the County to verify number of service hours performed at the site and on site personnel.

Contractor shall:

1. Not add new wiring to the facility for this function
  2. Have no access County computer network or phone lines to run system
  3. If needed, use janitorial closet to install and maintain the system.
  4. Have a wireless system or have feature that allows for data to be downloaded and transported off site.
- G. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

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- H. Vehicles: Contractor shall provide transportation when needed to meet the Contract specifications.
- I. Schedule: Within the first two weeks of the Contract, the Contractor shall prepare a schedule for the monthly, quarterly, and annual cleaning. The schedule shall be given to the County Facility Manager or approved designee. Any deviation from this schedule must be approved by the County Facility Manager or approved designee.

**VII. CONSERVATION OF UTILITIES**

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

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

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

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

**IX. PROTECTION AND RESTORATION**

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

**X. RESTRICTIONS**

- A. General: Contractor's personnel shall not disturb papers on desks, open drawers or cabinets, use radios, computers, television sets, coffee pots, stoves, microwaves, or refrigerators, nor shall they tamper with any personal or county property.
- B. Telephones: Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s):
  - 1. To report need of medical aid, fire, or need of law enforcement, dial 9-911.
  - 2. Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
- C. Cellphones: The Contractor and Contractor's employees shall limit the use any of personal cellphones except on breaks or in cases of emergencies.

**XI. MATERIALS**

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

- A. Equipment: Wet and dry HEPA vacuum cleaners, commercial grade dry HEPA vacuums to have attached magnets, carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers, and carpet pile lifter.
- B. Tools: Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads, and hand floor stripping tools.
- C. Supplies: Floor, glass, tile, and carpet cleaners (Manufacturer Recommended) floor wax strippers, sealers, furniture, tile, and metal waxes/polishes, wood restorer, acid base cleaners, disinfectants, deodorant blocks, sand for sand urns/ash trays, plastic trash can liners, antibacterial hand soap, and air freshener spray cans.

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- D. Paper Supplies: Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners that fit into the installed dispensers.

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

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

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

- A. Quality, Safety and Effectiveness

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

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

- B. Environmentally Preferable (Green) Products and Specifications

1. Janitorial Cleaners & Products

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

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

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

- a. Hard surface/General-Purpose Cleaning products

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

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Attachment A

**JANITORIAL AND DAY PORTER SERVICES**

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

Environmentally Preferable Product Standards:

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

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

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

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

b. Biologically-based Cleaning and Degreasing Compounds

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

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

Environmentally Preferable Product Standards:

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

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

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

c. Disinfectants and Disinfecting Cleaners

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

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

Environmentally Preferable Product Standards:

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

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

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

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d. Carpet & Upholstery Cleaners

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

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

Environmentally Preferable Product Standards:

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

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

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

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

e. Floor-Care Products

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

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

Environmentally Preferable Product Standards:

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

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

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

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

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

g. Material Safety Data Sheets (MSDS) must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this contract. These changes must be submitted in writing to the Project Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

C. Paper Products

1. Janitorial Paper Products – Facilities have a high demand for paper supplies. Contractor must ensure that supplies match size requirements of the installed dispensers.

a. Paper products that are environmentally preferable are found on the following agency product lists and standards:

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- i. EcoLogo, [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)
  - ii. Green Seal, [www.greenseal.org/](http://www.greenseal.org/)
  - iii. Conservatree, [www.conservatree.com](http://www.conservatree.com)
  - iv. Forest Stewardship Council (FSC) chain of custody certification, <http://www.fscus.org/>
  - v. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- b. Chlorine-free or less-chlorinated paper products are preferential. The following language on labels and in catalogs addresses the level of chlorine used in the production process:
- i. Unbleached.
  - ii. Bleached without chlorine or chlorine derivatives.
  - iii. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
  - iv. Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the waste paper being recycled may previously have been bleached with chlorine, recycled paper products labeled PCF cannot be labeled TCF. If the final product contains any virgin fiber, then that fiber must be TCF.
  - v. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.
- c. The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. Contractor may utilize products of its choice which are equal to those stated:
- i. Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand;
  - ii. Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal;
  - iii. Seat Covers: Shieldor or equal;
  - iv. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
  - v. All purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
  - vi. Feminine napkins: Kotex or equal;
  - vii. Wood Cleaning: Any “Green” product
  - viii. Floor finishes: (commercial quality)
 

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

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ix. Plastic liners for waste and rubbish containers:

Size:	2 x 8 x 24	1 mil	16 x 14 x 37	1.4 mil
	15 x 9 x 24	1 mil	23 x 10 x 40	1.4 mil
	15 x 9 x 33	1 mil	23 x 17 x 48	1.4 mil
	23 x 17 x 48	1 mil		

**XIII. CONTRACTOR’S - PERFORMANCE**

The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning to the sanitary standards of a hospital.

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

**XIV. SCHEDULE OF DEDUCTIONS**

The Schedule of Deductions, as specified in Section IV. Compensation/Payment Schedule V. Schedule of Deductions, will aid the County in understanding the cost allocation for the different items that the Contractor will be performing under this Contract. Contractor’s associated cost for each service task identified is specified in the Schedule of Deductions.

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

**XV. SPECIFICATIONS**

**A. Facility Description**

1. **Location:**  
Social Services Agency, Eckhoff facility  
800 and 840 North Eckhoff, Orange, CA 92868
2. **Area Measurements of Facility**

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

Facility	Bldg Size	Square Feet (Inside)		Total Area (Sq. Ft) to be Cleaned	Number of Employees		Average Daily Number Of Clients	Number Of Restrooms + Showers
		Tile	Carpet/ Other		Avg.	Max.		
800 Eckhoff	4 Floors	6,235	49,869 Carpet	56,104	300 17% Male	319	100	9
840 Eckhoff	2 Floors	20,000	79,964 Carpet	99,964	528 20% Male	631	N/A	8 + 2 Showers



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**3. Operational Hours/Hours Of Day Porter And Janitorial Services**

**800 Building public waiting area and play room – clean only after 9:15 PM**

**840 Building, Section F, second floor – clean only after 11 PM**

<b>HOURS</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
Regular hours - open to public and employees	7:00 AM 9:00 PM	7:00 AM 9:00 PM	7:00 AM 9:00 PM	7:00 AM 9:00 PM	7:00 AM 9:00 PM	8:00 AM 5:00 PM	---
Day Porter Hours	7:30 AM 4:30 PM	7:30 AM 4:30 PM	7:30 AM 4:30 PM	7:30 AM 4:30 PM	7:30 AM 4:30 PM	---	---
Evening Hours - Available hours for Janitorial service * Lobby may only be cleaned after 9:15p.m.	5: 30 PM 2:00 AM*	5:30 PM 2:00 AM*	5:30 PM 2:00 AM*	5: 30 PM 2:00 AM*	5:30 PM 2:00 AM*	Anytime	---

**4. Summary Daily Service Hours/Minimum Number Of Works**

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

<b>Day</b>	<b>800-840 Eckhoff Service Hours</b>
Mon	48
Tue	48
Wed	48
Thu	48
Fri	48
Sat	5
Sun	-0-

b. Minimum number of workers (includes 1 Supervisor and day porter(s)).

<b>Day</b>	<b>800-840 Eckhoff</b>
Mon	7
Tue	7
Wed	7
Thu	7
Fri	7
Sat	1
Sun	-0-

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c. County Observed Holidays

New Year's Day  
 Martin Luther King Day  
 Lincoln's Birthday  
 President's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Friday after Thanksgiving Day  
 Christmas Day

**B. Facility Cleaning Requirements**

**1. Buildings and Service Areas**

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

a. **Daily** (Monday through Friday)

- i. Sweep all of the hard surface floors in both buildings, with the Kex System of dustless sweeping cloths or a similar type of dustless sweeping system.
- ii. Mop all hard surface floors with a neutral cleaner, including the break rooms, lobbies, and corridors. Remove marks and spots from the hard surface floors in the public waiting area and play room of the 800 building and Sheriffs Communications area located in the 840 building. Spot clean all soiled areas in the remainder of the hard surface floors.
- iii. Thoroughly vacuum with a Hepa-filter vacuum, all carpeted floors, hallways, offices, lobbies, elevators, entry rugs, and immediately spot clean or shampoo carpets by carpet manufacturer's approved methods, areas stained over an area of two square feet or less.
- iv. Clean entrance glass doors, inside and outside, including the metal frame, reception windows and glass partitions leaving no traces of film, dirt, smudges, water or other foreign matter.
- v. Remove daily all trash from the entire facility, empty all exterior trash cans from all entrances and exits, dispose trash in the trash dumpsters and /or other trash containers that are provided for disposal of trash.

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

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

Install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, sheriff security offices and other areas of the buildings where trash cans are located. The liners shall be appropriate for the trash can for which they are used.

Empty all waste receptacles and clean around rubbish disposal areas and public ashtrays and urns. Change trash can liners as needed and wash receptacles as needed.

- vi. Clean and polish all drinking fountains, both inside and outside the building, with an approved germicidal. All porcelain and polished metal surfaces of drinking

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fountains shall be cleaned, including the orifices and drain, as well as exterior surfaces of the fountains and shall be free from streaks, stains, spots, smudges, scale and other obvious soil.

- vii. Restock paper towels and soap dispensers in the break areas and coffee bars.
- viii. Clean sinks and wipe down table tops and counters in all employees' break areas and coffee bars using an approved germicidal cleaner.
- ix. Wipe down all lounges, all administrative conference rooms, meeting rooms and counsel areas, etc., with an approved germicidal cleaner.
- x. Wipe down interior and exterior elevator doors, wipe down cab walls and disinfect call buttons, clean sills and plates utilizing an approved germicidal cleaner and soft cloth.
- xi. Clean and dust all office furniture, fixtures, ledges and all other horizontal surfaces in the lobby and waiting area.
- xii. Sweep and spot mop stairways and stairwells and clean the handrails.
- xiii. Straighten chairs in employee lounges, conference rooms.
- xiv. Fill paper towel dispensers in employee lounges, break rooms, and coffee stations.
- xv. Sweep sidewalks, entrances, porches, ramps and exterior steps.
- xvi. Attend to coffee stations, wipe counters and clean sinks.
- xvii. Clean and remove all finger marks, smudges and graffiti from doors, door handles door frames, around light switches, glass doors partitions and kick plates.
- xviii. Keep janitor closets clean and orderly.

**b. Weekly**

- i. Thoroughly vacuum with a Hepa-filter vacuum cleaner, all carpeted areas in the offices, lobbies, corridors elevators, including corners, behind doors, and edges in areas which normal vacuuming does not reach, such as wall edges, around furniture, cabinets and under desks. All moveable office furniture, chairs, trash receptacles and easily moveable items shall be moved in order to vacuum underneath the carpets and rugs, and shall be returned to their proper positions when the carpet and rug maintenance operations have been completed. All tears, burns and raveling shall be brought to the attention of the Facility Manager.
- ii. Spot clean all carpets, rugs and mats to be free of all visible lint, litter and soil. Carpet style mats and entrance mats shall be vacuumed with Hepa-filter vacuum cleaner to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location
- iii. Detail sweep and damp mop all hard surface floors with a neutral cleaner, including corners and edges.
- iv. Wipe down all furniture and tables in the public waiting area, play room lobby, changing room of the 800 building using an approved germicidal cleaner with a soft cloth. Move all of the furniture and sweep and mop the floor.
- v. Dust desks, chairs, tables, telephones, file cabinets, window sills, shelves, lamps, and other office furniture, partitions, baseboards, picture frames, ledges, door

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jams and partition frames. All surfaces to be left in a clean and dust-free condition. Spot clean as necessary.

- vi. Sweep sidewalks, porches, ramps and exterior steps. Sweep and damp mop, lobby entrances, porches, steps and sidewalks.
- vii. Remove marks and spots and spray buff all tile floors in the both buildings.
- viii. Disinfect all phones.
- ix. Saturdays: from 7AM to 12 Noon, one crew member to rotate each week one floor of the 800 building or one section of the 840 building to detail clean and dust that space.

c. **Bi-Weekly**

- i. Spot clean walls and partitions, including partition glass. The cleaning of glass and mirrors includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below seven feet. Glass that extends higher than seven feet shall not be included. After glass cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Both sides of glass partitions, walls and doors are to be cleaned.
- i. Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, staircases and the public built in benches.
- ii. Thoroughly sweep and mop all stairwells and stairways and clean the hand rails in the 800 building.
- iii. Thoroughly vacuum all stairwells and stairways and clean the hand rails in the 840 building. All floor surfaces on the stairways shall be cleaned and all lint, dust, dirt, cobwebs and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails and baseboards. Remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide and maintain a clean, uniform appearance

d. **Monthly**

- i. Wash all interior and exterior waste baskets and rubbish containers and wipe down and replace plastic liners.
- ii. Strip, wax and buff the hard surface floors in the public waiting room and the play room.
- iii. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
- iv. Clean and remove all marks and stains from counters and partitions.
- v. Clean all metal and wood furniture.
- vi. Dust blinds, window sills and draperies shall be cleaned to be free of dust, lint and spider webs
- vii. Vacuum and spot clean upholstered furniture, with a product specifically designed for upholstered furniture, removing all dust, lint, dirt, debris, stains, gum and all foreign substances.
- viii. Clean all base boards with a damp cloth.

e. **Quarterly**

- i. Hose down fabric canopies at the building entrances.

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- ii. Brush and vacuum all vents and grills, doors, walls and partition surfaces and door vents; remove grill to clean inside vents.
- iii. Clean and polish all woodwork, including, but not limited to wood panels, railings, Formica-type furniture, counters, and partitions.
- iv. Vacuum upholstered furniture.
- v. Wipe down tables and chairs surface and legs in waiting area, play area, interview rooms, conference rooms and break rooms.

## 2. Restrooms & Showers

### a. Daily (Monday through Friday)

- i. Clean and refill soap, towel, toilet tissue, sanitary napkins, sanitary disposal bags and toilet seat cover dispensers. Contractor shall ensure restrooms are stocked so that supplies do not run out. Sufficient extra supplies shall be stored in designated areas on site and provided to last until next servicing. Deodorizing blocks shall be used in all toilets and urinals.
- ii. Clean and polish mirrors and faucets.
- iii. Using a germicidal detergent, thoroughly damp clean and disinfect all surfaces of the wash bowls, toilet bowls, urinals, sanitary napkin dispensers, showers, shower mats, soap dispensers, plumbing fixtures, partitions, doors, walls, seating, floors, and other such surfaces. All surfaces will be left free of deposits, dirt, streaks, and odors. Disinfect using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains.
- iv. Thoroughly damp clean and disinfect all surfaces of partitions, stalls, stall doors, entry doors, including handles, kick plates, ventilation grates, metal guards, etc., and wall areas adjacent to wall-mounted soap dispenser, urinals and toilets. Remove all graffiti daily. Disinfect surfaces using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains in the toilets.
- v. De-scale showers, toilet bowls and urinals. After de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, rust stains and rings. Spray shower curtains with an approved mildew disinfect chemical to stop mildew from building up on the shower curtains.
- vi. Using an approved germicidal cleaner, sweep and wet mop floors, corners, coves, behind entry doors, and difficult to reach areas. The entire surface, including the grout, shall be free from litter, dust, dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.
- v. Remove trash, empty and clean the waste paper containers. Wipe down as needed with an approved all-purpose cleaner. Empty and change waxed bags in sanitary napkin disposal receptacles, and install sanitary napkin receptacle liners in all women's restrooms.
- vii. Wipe down all stainless steel surfaces with an approved stainless steel cleaner using soft clothes.
- viii. Add water and disinfectant to all floor drains.
- ix. Unstop common toilet stoppages with plunger.

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- b. **Weekly**
- i. Clean and wet-wipe with an approved disinfectant all of the walls and around plumbing fixtures, toilet compartment partitions, partition doors, soap dispensers, and door hardware. Remove all graffiti.
  - ii. Clean all exposed plumbing and remove hard water deposits from all chrome fixtures.
  - iii. Clean pull bars.
  - iv. Dust tops of partitions, window sills and lockers.
  - v. Additional Saturdays cleaning for 840 building, second level North area, men's and women's restrooms,.
- Note: Toilets and urinals shall be cleaned using an acid base cleaner to remove lime deposits and to prevent alkaline buildup in the traps. Wire-formed bowl brushes are prohibited due to the marks left on porcelain, but pumice stones are acceptable. Rings in toilets bowls are not acceptable.
- c. **Monthly**
- i. Wipe down all walls with an approved disinfect. Machine scrub and disinfect the floors in the men's and women's restrooms, changing room and showers in both facilities. Seal restrooms floors, changing room and shower floors with a minimum of two coats of sealer.
  - ii. Remove vent plate to clean, brush and vacuum around and into the duct.
  - iii. Dust Venetian blinds.
  - iv. Clean door jambs, removing all finger prints and surface grime.
  - v. Inspect existing automatic air freshener dispensers and replace spray can as necessary.
3. **Other Fixed Fee Services** – Contractor shall provide these services unless cancelled by the Facility Manager upon receipt of the schedule specified in Section VI, Contractor Responsibilities.
- a. **Quarterly**
- i. **Floor Waxing & Stripping**  
Strip, wax and buff all hard floor surfaces. Provide additional spot floor finish correction when requested by the Facility Manager.
  - ii. **Carpet Cleaning**  
Vacuum carpet with a HEPA-vacuum and steam clean. Clean the carpets by hot water, steam, deep extraction, using the carpet cleaning method recommended by the manufacturer. Bonnet buffing method of cleaning carpets is not acceptable. The carpet area will be free of stains, dirt, browning, carpet wicking or any other discoloration. Chairs, trash containers, plastic chair protectors and easily movable items shall be moved to clean the carpets and returned to their original locations after cleaning.
  - iii. **Window Cleaning**  
Clean interior and exterior windows for both buildings, including the patio doors and windows, when requested by the Facility Manager or designee. After windows have been cleaned, exterior frame casings, sills and glass shall be free of all traces of film, dirt, smudges, water, water spots, streaks and other foreign matter.

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b. **Semi Annually**

**Vacuum Venetian blinds:** Contractor shall vacuum and clean all venetian blinds.

c. **Annually**

**Clean and Polish:** Contractor shall clean and polish all wood, metal, and Formica-type furniture, counters, and partitions must be cleaned and polished.

4. **Day Porter Services**

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

a. **Hours Of Service**

Day Porters shall work staggered shifts Monday through Friday, between 7:00 AM to 6:00 PM, with staggered one-hour lunch and two 15-minute breaks during the shift. Lunch should be coordinated by the Facility Manager or designee between 11:30 AM and 1:30 PM. The breaks should be taken near the midpoint of the morning and afternoon.

One day porter shall be on duty on Saturdays for five (5) hours.

If determined by the Facility Manager or designee that only one day porter is needed, the second day porter position and service hours will be transferred to the night shift, with the County providing notice at least 30 days prior to the transfer. The hours of service for one day porter will be Monday through Friday, 7:30 AM to 4:30 PM.

Note: If one day porter is moved to the night shift, the associated cost shall be transferred to janitorial services.

b. **Attendance**

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

c. **Supervision**

i. The day porter will report to and be supervised by the Facility Manager. Contractor shall inspect the work performed by the day porter work on a weekly basis.

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

iii. The Facility Manager will prepare a list of daily tasks for the day porter and a schedule based upon anticipated work to be performed during the day. If the Facility Manager opts not to prepare a list of daily tasks, the Contractor shall be responsible to establish a daily schedule. The schedules will contain designated times for the day porter to return to their respective Facility Manager to obtain additional assignments that might develop during the day.

d. **Required Clothing and Identification**

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

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e. **Communication**

Contractor shall furnish a pager or cell phone for the day porter, ensuring they can respond immediately when contacted by their respective Facility Manager.

f. **Basic Skills**

Day Porter shall:

- i. Be knowledgeable of general custodial practices, including correct and appropriate application of all chemicals and use of all cleaning machines and tools, including all Contractor-provided tools.
- ii. Be able to speak and write effectively and fluently in English.
- iii. Possess general maintenance skills.
- iv. Work productively, unsupervised, and with a minimum of direction.
- v. Immediately respond to all requests by their respective Facility Manager. For immediate health and safety hazards, day porter should take immediate action, with or without direction from the Facility Manager or other staff.

g. **Daily Duties:**

- i. Continuously inspect, monitor and clean the building lobby and the client waiting area in the 800 building.
- ii. Inspect all restrooms at least twice a day. Check and fill toilet tissue, seat covers and towel dispensers. Inspect and service public restroom on the first floor of the 800 building three times a day.
- iii. Clean threshold of doors and elevators, elevator call buttons and panels. Remove all marks, writing on walls, graffiti, dirt, smudges, scuffs, food, trash and any other foreign matter from the elevator floor, walls, sills and ceiling.
- iv. Keep entry glass doors and frames in a clean condition.
- v. Maintain, keep clean, and pick up trash from the exterior ground, the parking lot and landscaped areas.
- vi. Maintain and keep clean cigarette urns and refill with sand, as needed.
- vii. Building entrances shall be maintained, kept clean and free of dust, debris, cobwebs, and bird droppings. Public telephone, signage, water fountains, lighting fixtures shall be kept clean.
- viii. Keep trash enclosures clean.
- ix. Attend to emergency situations such as toilet overflows, spills, etc.
- x. Clean excess water on the restroom counters and floors.
- xi. Empty and replace trashcan liners.
- xii. Perform other janitorial functions as requested by the Facility Manager.
- xiii. Report any carpet stains or spills to the Contractor Supervisor to be cleaned by the janitor.

Note: When mopping restroom floors during the day, a "Wet Floor" sign must be placed in front of the restroom doors.

- h. Inform the Facility Manager of any major repairs needed that require expert skills or special tools. When appropriate, the day porter shall take necessary actions, such as to turn off water, power, etc., to prevent further damage or limit hazard, until repair personnel arrive.



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- i. Report any building or equipment deficiencies to the Facility Manager. Give a full description and location of the work needed, and any additional information that will aid in the prompt and economical repair of said deficiency. Post signs or barricades to restrict access, and inform clients/personnel of hazards, as appropriate.
- j. Move furniture, boxes, supplies, etc., up to 50 pounds in weight, as required,.

**5. Custodial (Janitor's) Closets**

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

Contractor shall furnish and have readily available for the day porter all cleaning supplies, cleaning tools and equipment, including a wet-vacuum, dry HEPA-VAC vacuum, a carpet extractor machine and paper products required for performance of this work. These items will be stored in the custodial/janitor's closets.

**XVI. SECURED FACILITY REQUIREMENTS**

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

**XVII. ADDITIONAL WORK:**

Upon County request, Contractor shall increase the frequency of services for additional work as specified in the Scope of Work, Section XV of this Contract. Contractor must obtain Facility Manager's written approval prior to commencing any additional work.

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**SECTION IV**

**COMPENSATION / PAYMENT SCHEDULE**

This is a fixed amount Contract between County and Contractor for Janitorial and Day Porter Services for SSA/800-840 Eckhoff Facility and the "not to exceed amount" for the first term of this Contract is \$783,300.

**I. Compensation**

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

**Payment in Arrears:** Invoices are to be submitted in arrears for services rendered. Billing shall cover services not previously invoiced. Invoices are to be submitted to the user agency/department, to the "ship to" address, for verification and approvals.

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

**II. Invoicing Instructions**

Contractor will provide an invoice on Contractor's letterhead. An acceptable invoice format will have a unique number and shall minimally include the following information:

1. Contractor's name and address;
2. Invoice number and date;
3. Name of COUNTY agency/department ordering services/goods;
4. Description of services, date ordered and service address;
5. Contract No. MA-063-19010383;
6. Total Invoice Amount;
7. Contractor's federal taxpayer's ID number and
8. Contractor's remittance address (if different from line A)

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

Social Services Agency/Procurement Services  
Attn: Processing Desk (MA)  
500 N. State College Blvd., Suite 100  
Orange, CA 92868-1673

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

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

**Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

**MA-063-19010383  
WITH  
OMNI ENTERPRISE INC.  
FOR  
JANITORIAL AND DAY PORTER SERVICES**

**III. Fees and Charges**

**A. Fixed Monthly Services**

DESCRIPTION	PRICE
Restrooms	<b>\$4,000</b>
Paper supplies	<b>\$2,800</b>
Floor cleaning and spray buffing	<b>\$1,000</b>
Trash Removal	<b>\$3,120</b>
General cleaning and dusting	<b>\$4,000</b>
Day Porter	<b>\$5,580</b>
<b>Total Monthly Fixed Price</b>	<b>\$20,500</b>

**B. Other Fixed Fee Services:**

**1. Quarterly**

Floor waxing and stripping	<b>\$750</b>
Carpet cleaning	<b>\$1,500</b>
Window cleaning	<b>\$1,200</b>

**2. Semi-Annual**

Vacuum Venetian Blinds	<b>\$400</b>
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**3. Annual**

Clean and polish	<b>\$500</b>
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**IV. Price increase/Decreases:** No price increases will be permitted during the first period of the Contract.

**V. Schedule Of Deductions**

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

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

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

**MA-063-19010383  
WITH  
OMNI ENTERPRISE INC.  
FOR  
JANITORIAL AND DAY PORTER SERVICES**

**Schedule of Deductions**

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

**B. Fixed Monthly Services Deductions**

DESCRIPTION	PRICE
Restrooms	<b>\$4,000</b>
Paper supplies	<b>\$2,800</b>
Floor cleaning and spray buffing	<b>\$1,000</b>
Trash removal	<b>\$3,120</b>
General cleaning and dusting	<b>\$4,000</b>
Day Porter	<b>\$5,580</b>

**C. Other Fixed Fee Services Deductions**

**1. Quarterly**

Floor waxing and stripping	<b>\$750</b>
Carpet cleaning	<b>\$1,500</b>
Window cleaning	<b>\$1,200</b>

**2. Semi-Annual**

Vacuum Venetian Blinds	<b>\$400</b>
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**3. Annual**

Clean and polish	<b>\$500</b>
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**SIGNATURE PAGE FOLLOWS**



MA-063-19010383  
WITH  
OMNI ENTERPRISE INC.  
FOR  
JANITORIAL AND DAY PORTER SERVICES

SECTION V

SIGNATURE PAGE

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

**OMNI ENTERPRISE INC.\***

By		By	
Print Name	Dante N. Perez	Print Name	Dante N. Perez
Title	President Corporate Officer	Title	Secretary Corporate Officer
Date	9-28-2018	Date	9-28-2018

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Title \_\_\_\_\_

**COUNTY OF ORANGE**  
**COUNTY COUNSEL**  
Approved as to Form:

By  Date 10/1/18  
Deputy County Counsel