

SUBORDINATE CONTRACT NUMBER MA-012-23010703
BETWEEN
OC COMMUNITY RESOURCES
AND
US METRO GROUP INC.
FOR
JANITORIAL SERVICES

This Subordinate Contract, hereinafter referred to as “Contract”, is made and entered into on the date upon execution of all necessary signatures between the County of Orange, OC Community Resources with a place of business at 1501 E Saint Andrew Pl, Santa Ana, CA 92705, hereinafter referred to as “County” and US Metro Group, Inc., with a place of business at 135 S. State College Blvd., Suite 200, Brea, CA 92821, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

ATTACHMENT

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Regional Cooperative Agreement, RCA-017-22010002
Attachment B – Scope of Work
Attachment C – South Service Cost / Locations

RECITALS

WHEREAS, County Procurement Office issued Regional Cooperative Agreement, RCA-017-22010002 (hereinafter “RCA”) with Contractor commencing on September 1, 2021 and running up through and including August 31, 2026, for Janitorial Services; and

WHEREAS, County of Orange, OC Community Resources desires to enter into a Contract for Janitorial Services; and

WHEREAS, Contractor agrees to provide Janitorial Services at the rates set forth in the RCA; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree to the Contract as follows:

1. **Scope of Contract:** This Contract, including its attachments, specifies the contractual terms and conditions by which the County will procure Janitorial Services from Contractor as more fully detailed in Attachment “A”, Scope of Work of the RCA, identified and incorporated herein.
2. **Term:** This Contract shall commence on March 15, 2023 and shall continue until August 31, 2026, unless otherwise terminated by County in accordance with the terms of RCA-017-22010002 Section K – Termination.

3. This Contract shall continue to be in effect and continue to incorporate the terms and conditions, scope and pricing of RCA-017-22010002, regardless of whether RCA terminates prior to the expiration or termination of this Subordinate Contract.
4. **Compensation & Payment:** Contractor agrees to provide all requested goods/services at the rates specified in the RCA. Total compensation for services rendered under this Contract shall **not exceed \$1,036,461.60 per year, with the partial month of March 2023 pro-rated on a daily basis as described in Attachment C (South Service Costs/Locations), for a total contract not to exceed amount of \$3,585,822.79.**

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

5. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: US Metro Group, Inc.
 Attn: Bonnie Manning
 135 S. State College Blvd., Suite # 200
 Brea, CA 92821
 Phone: 213-382-6435
 Email: Bonnie.m@usmetrogroup.com

County: OC Community Services, Facilities Management
 Attn: Brian Patrick, Project Manager
 1501 E Saint Andrew Pl
 Santa Ana, CA 92705
 Ph: 714-566-3082
 Cell: 714-514-4246
 Email: Brian.Patrick@occr.ocgov.com

cc: OC Community Resources, Purchasing
 Attn: Dana Varela, DPA
 601 N Ross Street, 6th Floor
 Santa Ana, CA 92701

Ph: 949-585-6004

Email: Dana.Varela@occr.ocgov.com

6. **Precedence:** The contract documents consist of this agreement and its attachments and exhibits. In the event of a conflict between or among the contract documents, the order of precedence shall be the provisions of the main body of this agreement, i.e., those provisions set forth in the recitals and articles of this agreement, and then the attachments, and then the exhibits.
7. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 1. Contractor's name and address
 2. Contractor's remittance address, if different from 1 above
 3. Name of County Agency/Department
 4. Delivery/service address
 5. Subordinate Contract # **MA-012-23010703**
 6. Date of order
 7. Product/service description, quantity, and prices
 8. Sales tax, if applicable
 9. Freight/delivery charges, if applicable
 10. Total

Paper invoices are to be submitted to:

OC Community Resources
Attn: Accounts Payable
601 N Ross Street, 6th Floor
Santa Ana, CA 92701

Vendor shall reference subordinate contract # **MA-012-23010703** on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

--- SIGNATURE PAGE FOLLOWS ---

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

US METRO GROUP, INC. *

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

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

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

Evelyn Kim President/CEO
Print Name Title

DocuSigned by:
Evelyn Kim 12/25/2022
Signature Date
8466F3465224B434...

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Brian Lee Treasurer/CFO
Print Name Title

DocuSigned by:
Brian Lee 12/23/2022
Signature Date
8466F3465224B434...

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

Print Name Title

Signature Date

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

DocuSigned by:
By: John Cleveland
74000D32EE654 Deputy

Date: 12/28/2022

ATTACHMENT A
REGIONAL COOPERATIVE AGREEMENT (RCA-017-22010002) WITH
US METRO GROUP, INC.

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**REGIONAL COOPERATIVE AGREEMENT
CONTRACT RCA-017-22010002
BETWEEN
THE COUNTY OF ORANGE
AND
US METRO GROUP, INC.
FOR
JANITORIAL SERVICES**

THIS Contract RCA-017-22010002 hereinafter referred to as “Contract”, is made and entered into upon execution of all necessary signatures between the County of Orange, hereinafter “County” and US Metro Group, Inc., with a place of business at 135 S. State College Blvd., Suite 200, Brea, CA 92821, hereinafter referred to as “Contractor” with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing

RECITALS

WHEREAS, County solicited via a Request for Proposal (“RFP”) for Janitorial Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Janitorial Services to County; and

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

WHEREAS, Contractor agrees to accept payment based on the pricing set forth in Compensation and Pricing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, 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. 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 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 scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. 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 County Indemnitees, 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. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and attorney's fees.
- 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 prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract

without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor must 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 and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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:** 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 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 Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy 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 County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow

subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any 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 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 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 Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, 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 Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
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 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees* 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 Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* 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, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar 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 County may suspend or terminate this Contract.

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to **CEOCPOInsurance@ocgov.com**.

Certificate Holder must state:

County of Orange
 c/o: CEO/County Procurement Office
 Attn: Insurance
 1300 S. Grand Ave., Ste. A, 2nd Floor, Santa Ana, CA 92705-4434

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office 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) calendar 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 County's express prior written consent.

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 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 County.

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

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the 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 County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

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 Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. 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 to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.

S. Confidentiality: Contractor must 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:** Intentionally Omitted.
- 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 has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing 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:** Contractor warrants that it is and it will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 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 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. County will provide reasonable notice of such an audit or inspection.

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

Contractor must 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 must include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, 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:** 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. 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.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Janitorial Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
2. **Term of Contract:** This Contract shall commence on September 1, 2021 and shall continue for five (5) calendar years from that date, unless otherwise terminated by County.
3. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
4. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - A. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
 - B. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
 - C. Terminate the Contract immediately without penalty.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

- 6. Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor and Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to, establishing precautions to prevent 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 from acting in the best interests of County.
- 7. Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 8. Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
- 9. Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

- 10. Contractor’s Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
- 11. Contractor’s Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
- 12. Contractor’s Project Manager:** Contractor’s Project Manager, as specified in Article “32” Notices, will direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld. Contractor’s Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.
- 13. County’s Project Manager:** County’s Project Manager, as specified in Article “32” Notices, will act as liaison between County and Contractor during the term of this Contract.

County’s Project Manager has the right to require the removal and replacement of Contractor’s Project Manager and Contractor personnel from providing services to County under this Contract. County’s Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within

three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or personnel.

14. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by 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 County. Storage of records in another county will require written approval from the County of Orange DPA.
15. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
16. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
17. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

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

18. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
19. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
20. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express prior written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
21. **Debarment:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
22. **Default Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under this Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid

balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

- 23. Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:
- A.** Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - B.** Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - C.** Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Contract:
 - 1) Will receive a copy of the company's drug-free policy statement; and
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- A.** Contractor has made false certification, or
- B.** Contractor violates the certification by failing to carry out the requirements as noted above.

24. Disputes – Contract:

- A.** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - 1) Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - 2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- B.** Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

- 1) Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Paragraph K.

25. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
26. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
27. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

- 28. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 29. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 30. News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written approval of said news media contact from County through the County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
- 31. No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 32. Notices:** Any and all notices, request, 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.

Contractor: US Metro Group, Inc.
 Attn: Bonnie Manning
 135 S. State College Blvd., Suite # 200
 Brea, CA 92821
 Phone: 213-382-6435
 Email: bonnie.m@usmetrogroup.com

County: County of Orange
 County Executive Office/County Procurement Office
 Attn: Ruben Aguilar, County DPA
 1300 S. Grand Ave., Bldg. A, 2nd Floor
 Santa Ana, CA 92705-4434
 Phone: 714-567-5025
 Email: Ruben.Aguilar@ocgov.com

- 33. Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of

execution and performance of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

- 34. Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
- 35. Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. 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 Contractor's profit are not allowed.
- 36. Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services.
- 37. Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
- 38. Regional Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract are responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor must include in any contract entered into with another agency or entity that uses the terms and pricing of this Contract, a contract provision that states Contractor will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Any contract that attempts to use the terms and pricing of this Contract without this contract provision is not permitted under this Contract. Further, the failure to include the contract provision will be considered a material breach of this Contract and grounds for County to immediately terminate the Contract for cause. The cooperative entities using this Contract are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.
- Contractor is required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.
- 39. Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and

progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

- 40. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to 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.

- 41. Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:

- A. Perform background checks as to past employment history, Contractor may not rely on County's background security clearance as set forth in Article 42, Background Clearance.
- B. Inquire as to past criminal felony convictions.
- C. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

- 42. Background Clearance:** Upon request by County department, at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to the corresponding department Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.

- 43. Termination – Orderly:** After receipt of a termination notice from the County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with 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 performance of the Contract.

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

- 45. Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

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

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

- 47 California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

- 48 Displaced Janitor Opportunity Act:** Contractor must comply with Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, known as the Displaced Janitor Opportunity Act (“Act”). The Act applies to contracts entered into on or after January 1, 2002.

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

County shall notify Contractor if the Contract has been or will be terminated and shall indicate in that notification whether another service contract has been or will be awarded in its place and, if so, the name and address of the successor contractor. Contractor shall, within three working days after receiving that notification, provide to the successor contractor identified, the name, date of hire, and job classification of each employee employed at the site or sites covered by the Contract at the time of termination. If County does not identify a successor contractor, Contractor shall provide to County the name, date of hire, and job classification of each employee employed at the site or sites covered by the Contract at the time of termination. The requirements of this paragraph shall be equally applicable to all subcontractors of Contractor.

If Contractor and/or its subcontractors are successor contractor or successor subcontractors (as defined in the Act) to a terminated contract:

- A.** Contractor and its subcontractors shall retain, for a 60-day transition employment period, employees who were employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless Contractor or its subcontractors have reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.
- B.** Contractor and its subcontractors shall make a written offer of employment to each employee to the extent required by the Act, 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. However, Contractor and its subcontractors are not required to pay the same wages or offer the same benefits as were provided by the prior contractor or its subcontractors.

- C. Contractor and its subcontractors may determine fewer employees are needed to perform services than the terminated contractor and retain employees by seniority within the job classification.
 - D. Contractor and its subcontractors shall provide a list of its employees that indicates which of the employees were employed at the site by the terminated contractor and the terminated subcontractor and a list of any of the terminated contractor's employees who were not retained, stating the reason these employees were not retained. During the 60-day transition employment period, Contractor and its subcontractors shall maintain a preferential hiring list of eligible covered employees not retained from which Contractor and its subcontractors shall hire additional employees.
 - E. During the initial 60-day transition employment period, Contractor and its subcontractors shall not discharge any employee retained pursuant to this paragraph without cause. At the end of the transition employment period, Contractor and its subcontractors shall provide a written performance evaluation to each employee retained. Contractor and its subcontractors 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.
- 49 Registration of Employers:** All employers, successor employers, contractors, and subcontractors (“employers”) must comply with the requirements of the Property Service Workers Protection Act (Labor Code Section 1420-1434), pertaining to registration of employers. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall furnish proof of current and valid registration pursuant to Labor Code Section 1425.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

US METRO GROUP, INC.*

*If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Evelyn Kim	CFO
Print Name	Title
<i>Evelyn Kim</i>	August 25, 2021
Signature	Date

Brian Lee	President
Print Name	Title
<i>Brian Lee</i>	August 25, 2021
Signature	Date

COUNTY OF ORANGE A political subdivision of the State of California

<i>Sapreana Leoso</i>	Deputy Purchasing Agent
Print Name	Title
<i>S. Leoso</i>	8-25-2021
Signature	Date

**ATTACHMENT A
SCOPE OF WORK**

I. GENERAL INFORMATION

- A.** Contractor shall provide County with Janitorial Services on a professional, systematic and thorough basis to various departments located throughout the County of Orange. These services shall include, but are not limited to, cleaning, emptying trash receptacles and moving trash to disposal containers, washing windows (interior/exterior), vacuuming, sweeping, dusting, hard surface floor buffing, stripping, waxing and shampooing carpets and emergency clean-ups.
- B.** Each service period, as listed in the definitions below, will commence on the effective day of the Contract unless otherwise designated by the Project Manager or his/her designee. Contractor shall provide a mutual agreeable calendar to the Project Manager or his/her designee for daily, weekly, biweekly, monthly, quarterly, semi-annual and annual service items within 10 days of the effective date of the Contract. Contractor shall notify the Project Manager or his/her designee of any deviation from the schedule.

II. DEFINITIONS

- A.** County: The County of Orange.
- B.** County Project Manager: The person supervising the Contract located at each County Facility: This person will be administrating the Contract.
- C.** Biohazard: Biological substances that pose a threat to the health of living organisms, primarily that of humans. This can include medical waste, bodily fluids or samples of a microorganism, virus or toxin (from a biological source) that can affect human health.
- D.** Daily: Shall include the period of normal work week, i.e., Monday through Friday, including Saturdays and Sundays when necessary or so designated.
- E.** Weekly: Shall be per calendar week.
- F.** Bi-Weekly: Every two Weeks. It shall be per calendar month regardless of the number of days in the month.
- G.** 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.
- H.** 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.
- I.** Semi-Annually: Shall be every six (6) months. All work to be performed on a semi-annual basis shall be performed during the third full week of the first month of the semi-annual period. The first semi-annual period shall commence upon the effective date of the Contract and all subsequent semi-annual periods shall commence on six (6) months intervals thereafter.
- J.** Annual: Shall be once (1) per year. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the 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.

- K.** Day Porter: Shall be Contractor employee, located on-site for the purpose of providing immediate attention during normal working hours to perform the Contract related services, including, but not limited to, the removal of hazards such as spills or broken glass, emergency clean-ups, (plumbing and roof leaks) refilling supplies and general facility upkeep.
- L.** 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.
- M.** Dirt: Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- N.** Disinfect: To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- O.** Spray Buffing: A process used to eliminate heel marks, scuffs in high traffic areas and to restore the hard surface floor to a uniform appearance using a floor machine and soft buffing pad. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- P.** Carpet Cleaning: Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufacturer's recommendations.
- Q.** Dust Mopping: Removing dirt and debris from floor surfaces by use of a dust mop.
- R.** Easily Movable Items: Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- S.** Emergency Clean-ups: Cleaning up water from roof leaks and plumbing leaks.
- T.** 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.
- U.** Glass: All exposed glass or glass surfaces that are not considered windows, including all Lucite, plastic or any transparent materials, including mirrors and entrance doors.
- V.** High Glass: Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- W.** Neat/Clean: Orderly, tidy and free from dirt, stains, dust and debris.
- X.** Cleaning: The removal of germs, dirt and impurities from surfaces. Does not kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.
- Y.** Disinfecting: Use of chemicals, for example EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infections.
- Z.** Professional: Conforming to the technical or ethical standards of a profession; displaying the conduct, appearance and qualities that characterize or mark a profession; possessing skill, experience and competence in a profession.
- AA.** Scrubbing (hard surface floors): Cleaning floor surfaces, after sweeping or dust mopping, applying an all-purpose detergent with a mop and then agitating the detergent with a floor scrubber or slow buffing machine, followed by using a mop to rinse the area two or more times with clean water, picking-up residue with a wet-vacuum.
- BB.** Sealing (hard surface floors): After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.

- CC.** Shower, Dressing Rooms: Shower and dressing rooms are located in some departments throughout the County of Orange.
- DD.** Spray Buffing (hard surface floors): A process used to clean, eliminate heel marks, scuffs in high traffic areas using a buffing pad, floor machine and spray buffing chemical, leaving a uniform thin coat of non-skid wax. Sweeping or dust mopping and damp mopping must occur before this procedure is done.
- EE.** Stairways/Stairwell/Staircase: One or more flights of stairs, including the steps, risers and landings to pass from one level to another, a flight of stairs with the supporting framework, casings and handrails, the vertical shaft in which stairs are located. All stairwells shall receive floor maintenance.
- FF.** 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.
- GG.** Sweeping: Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- HH.** Walk-Off Mats: Mats made of various materials that are located inside and outside building entrances and throughout the building.
- II.** Waxing: Applying manufacturer recommended thin coats of non-skid floor wax solution that protects the hard surface floors and is non-slippery and leaves a glossy and uniform appearance.
- JJ.** 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 specifications).
- KK.** Windows: Includes all interior glass and windows, glass partitions inside and outside, trophy/display cases, directory boards, wall mirrors, door windows, doors and adjacent trim, including escalator glass (if applicable). After interior glass and windows have been cleaned there shall be no traces of film, dirt, smudges and water spots or other foreign matter left on the windows and sills. Includes all exterior glass and windows. After exterior glass and windows have been cleaned, exterior frames and interior frames, casing sills and glass shall be free of all traces of film, dirt, smudges and water spots or other foreign matter.

III. CONTROL WORK

- A.** The corresponding County department's Project Manager or his/her designee shall decide any and all questions which may arise as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract by the Contractor. The Project Manager or his/her designee shall also direct the inspection/administration of the work and decide questions regarding compensation.
- B.** 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.
- C.** Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this Contract. Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.

- D. Background Clearance: Departments may require background investigations on Contractor's current employees identified as assigned to perform services under this Contract.
- E. Service Checklists: Departments may require daily, weekly, by weekly, monthly, quarterly, semi-annual or annual checklists for services provided on a regular basis.

IV. BUILDING SECURITY

- A. Keys: County will issue such keys (key cards) as necessary for access to the work area. Contractor shall assume full responsibility for theft or loss of said keys and shall pay 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.
- 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.
 - 1) At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this Contract for janitorial services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting and then reactivate the security system (if applicable) prior to leaving the facility.
- D. Damage: Contractor shall immediately report all abnormal conditions and occurrences out of the norm to the corresponding County agency to include broken windows, vandalism, and/or other facility damage and to the Orange County Sheriff (outside normal business hours).

V. CONTRACTOR'S RESPONSIBILITIES

- A. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall research the employment and police records of each employee and shall maintain a copy of that research.
- B. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- C. Identification: 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: No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this job.

- E.** Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
- F.** 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.
- G.** Vehicles: Contractor owned or leased vehicles to provide transportation and parking fees to meet the Contract specifications.
- H.** Schedule: Within the first two weeks of the Contract, the Contractor shall prepare a schedule for the monthly, quarterly, semi-annual and annual cleaning. The schedule shall be given to the Project Manager or his designee. Any deviation from this schedule must be approved by Project Manager.

VI. SAFETY

- A.** Contractor shall provide safety measures as necessary to protect County staff, customers and contracted workers within, or near, areas being cleaned. Contractor shall ensure that its cleaning operations will not create safety hazards. Any hazardous conditions resulting from cleaning operations, including but not limited to slippery floors, trip hazards or chemicals used shall be reported to the Project Manager and Project Manager immediately, and notice will be made to employees in the surrounding areas by means of posting caution signs or barricades where applicable. Any injuries shall be reported immediately to the Project Manager and Project Manager and or designee.
- B.** Personal Protective Equipment (PPE): Contractor is required to wear a face covering, in accordance with the existing County Health Officer order to prevent the spread of COVID-19.
- C.** Safe Practices: Cleaning solutions/chemicals shall be used in accordance with the manufacturer's safety instructions, including but not limited to wearing gloves while using a product and making sure areas are well ventilated. Caution signs shall be posted warning others of wet/slippery areas when applicable.

VII. CONSERVATION OF UTILITIES

- A.** 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:
- B.** Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned.
- C.** 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, 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. 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 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 8-911.
 - 2) Any calls to numbers other than those above will be considered a violation of this Contract and grounds for immediate termination.
- C. Radios: The Contractor or its employees shall not use any of the two-way radios or special telecommunications equipment under any circumstances. No exceptions will be made to this rule. Violation is grounds for immediate termination of this Contract, as well as any other legal remedies available.

XI. MATERIALS

- A. 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:
- B. Equipment: Wet and dry HEPA vacuum cleaners, (dry HEPA vacuums to have attached magnets), carpet extractors, janitorial carts, ladders, floor scrubbers, buffers/polishers and carpet pile lifter.
- C. Tools: Brooms, mops, mop presses, dustless sweeping tools, buckets, sponges, squeegees, buffing and stripping pads and hand floor stripping tools.
- D. 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 and antibacterial hand soap.
- E. Paper Supplies: Toilet tissue, paper towels, toilet seat covers, sanitary napkins, and sanitary napkin receptacle liners.
- F. Dispensers: Paper towel, toilet paper, sanitary napkin dispenser, toilet seat cover dispensers and soap dispensers.

XII. QUALITY OF CLEANING MATERIALS/SUPPLIES**A. Quality, Safety and Effectiveness**

- 1) All cleaning shall be done for the purpose of sanitizing high-traffic, high-touch areas of the facilities listed in this Contract. Contractor shall properly use chemical products that meet the EPA's Criteria for use against SARS-Cov-2, the virus that causes COVID-19. CalEPA list of chemicals can be found at: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>.

- 2) 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 what is 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. Contractor shall furnish, at its expense, all equipment, tools, cleaning supplies, and Personal Protective Equipment (PPE), including, but not limited to, masks/face coverings, gloves, gowns, or any other CDC approved equipment deemed necessary, to perform this work.
- 3) 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.

XIII. ENVIRONMENTALLY PREFERABLE (GREEN) PRODUCTS AND SPECIFICATIONS

A. JANITORIAL CLEANERS & PRODUCTS

- 1) 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.
- 2) 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.
- 3) 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.

B. HARD SURFACE/GENERAL-PURPOSE CLEANING PRODUCTS

- 1) 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.
- 2) The County defines an environmentally preferable hard surface/general-purpose cleaning product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:
 - Environmentally Preferable Product Standards:

- EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/
 - Green Seal GS-37 & GS-34, www.greenseal.org/
 - EPA Design for the Environment (DfE) Program, www.epa.gov/dfe
 - 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.
- 3) Biologically-based Cleaning and Degreasing Compounds.
- 4) These are products used to remove soils from a variety of surfaces including plastic, glass, ceramic, metal, porcelain, rubber, leather, wood, and stone; can include the following product types: cleaners, biobased-general facility maintenance cleaners, cleaners, biobased cleaners all of which are generally 100 percent biodegradable and non-toxic.
- 5) The County defines an environmentally preferable biologically-based cleaning and degreasing product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:
- Environmentally Preferable Product Standards
 - EcoLogo Standard CCD-110, www.ecologo.org/en/greenproducts/
 - EPA Design for the Environment (DfE) Program, www.epa.gov/dfe
 - 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.
- 6) Disinfectants and Disinfecting Cleaners
- 7) 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.
- 8) The County defines an environmentally preferable disinfectant or disinfecting cleaner as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:
- Environmentally Preferable Product Standards
 - EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/
 - EPA Design for the Environment (DfE) Program, www.epa.gov/dfe
 - 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.
- 9) Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials.
- 10) The County defines an environmentally preferable carpet and upholstery cleaners as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

- Environmentally Preferable Product Standards
 - EcoLogo Standard CCD-148, www.ecologo.org/en/greenproducts/
 - Green Seal GS-37, www.greenseal.org/
 - EPA Design for the Environment (DfE) Program, www.epa.gov/dfe
 - 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.
- 11) Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers.
- 12) 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
 - EcoLogo Standard CCD-147 www.ecologo.org/en/greenproducts/
 - Green Seal GS-40, www.greenseal.org/
 - EPA Design for the Environment (DfE) Program, www.epa.gov/dfe
 - 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.
- 13) 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 Contract. Contractor must provide proof of agency certification if the product is not listed on the certification agency's website.
- 14) 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.
- 15) Paper products that are environmentally preferable are found on the following agency product lists and standards:
- EcoLogo, www.ecologo.org/en/greenproducts/
 - Green Seal, www.greenseal.org/
 - Conservatree, www.conservatree.com
 - Forest Stewardship Council (FSC) chain of custody certification, <https://us.fsc.org/chain-of-custody-certification.201.htm>
- 16) Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- 17) 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:

- Unbleached
 - Bleached without chlorine or chlorine derivatives
- 18) Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
- 19) Processed chlorine-free (PCF) applies to recycled paper fiber that is unbleached or bleached without chlorine or chlorine derivatives; however, since some of the wastepaper 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.
- 20) Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.
- 21) Specific product names must have been used to represent an acceptable product in each category. Contractor may utilize products of their choice which are equal to those stated:
- Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand.
 - For the O & M Complex Only – 9” Jr. Jumbo Roll.
 - Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal.
 - O & M Complex Only – 8” rolls, standard size compatible with Simplicity mechanical hands-free roll towel dispenser and automatic towel dispenser 8 x 8 and a stub roll, multi fold paper towels.
 - Seat Covers: Waxie 851530 or equal
 - Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid non-abrasive, antibacterial; Waxie (Green) 380204.
 - All purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
 - Feminine napkins: Kotex or equal;
 - Wood Cleaning: Any “Green” product
 - 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
 - Plastic liners for waste and rubbish containers:
 - Size: 2 x 8 x 24 - 1 mil.
 - Size: 16 x 14 x 37 - 1.4 mil.
 - Size: 15 x 9 x 24 - 1 mil.
 - Size: 23 x 10 x 40 - 1.4 mil.

- Size: 15 x 9 x 33 - 1 mil.
- Size: 23 x 17 x 48 - 1.4 mil.
- Size: 23 x 17 x 48 - 1 mil.

XIV. SERVICES TO BE PROVIDED

- A.** The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed and buffed for a gloss shine, carpeted floors are to be spot cleaned, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks and water spots are removed, spot cleaning of smudges, smears, grease marks. Etc. from walls, doors, including handles, push bars, kick plates, light switches and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital.
- B.** 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.
- C.** The Contractor shall, perform the following services:
- 1) Trash: Contractor shall remove daily all trash from the entire facility and other specific areas designated by the County's Project Manager. Contractor shall empty all exterior trash cans from all entrances and exits. All trash shall be disposed of in the trash dumpsters and /or other trash containers that are provided for disposal of trash.
 - 2) Contractor shall provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstances shall trash containers or other equipment be slid on the floor.
 - 3) Contractor shall not recycle trash or store recycled bottles and cans on the premises.
 - 4) Contractor shall install plastic trash liners for each trash can. This includes trash cans in all rooms, offices, common areas, halls, coffee break-lunch rooms, 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 and shall be changed daily or as required by the County's Project Manager.
- D.** Contractor shall install sanitary napkin receptacle liners in all women's restrooms in the facility. The liners shall be changed daily or as required by the County's Project Manager.
- E.** Building Entrance and Atriums: Must be kept clean and free of dust, debris, cobwebs and bird droppings on a daily basis.
- F.** Maintain Floors: All hard surface floors shall receive floor maintenance. Floor maintenance includes sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the stated results below. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration.

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

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

- CC.** General Spot Cleaning: Contractor shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, the removing or cleaning of smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces, including all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, showers, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
- DD.** Dust Blinds, Windowsills and Draperies: All blinds, windowsills and draperies shall be cleaned to be free of dust, lint and spider webs.
- EE.** Clean Upholstered Furniture: Contractor shall vacuum and spot clean upholstered furniture so that after cleaning all dust, lint, dirt, debris, stains, gum and all foreign substances are removed. Contractor shall spot clean with a product specifically designed for upholstered furniture.
- FF.** Toilets, Toilet Seats, and Urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures will appear visibly and uniformly clean, disinfected and polished-dry. This will include the elimination of streaks, film and water spots.
- GG.** Enhanced Disinfecting Services Contractor shall disinfect work areas in building with non-bleach and non-aerosol disinfectant products that are on the EPA's Registered Antimicrobial Products for use against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19 list. Scope of the disinfecting service will include, but not be limited to:
- 1) Disinfect all public areas, including lobby, interview rooms, conference rooms, and orientation rooms with non-bleach and non-aerosol products:
 - Chairs/Seating
 - Counter Tops
 - Work surfaces
 - Door handles
 - Crash Bars
 - 2) Disinfect all employee common areas, including breakrooms, conference rooms, coffee bars, and computer labs, with non-bleach and non-aerosol products:
 - Door Handles
 - Crash Bars
 - Breakroom Tables
 - Conference room tables
 - Counters
 - Refrigerator handles
 - Sink, faucets and fixtures
 - 3) Disinfect all restrooms with non-bleach and non-aerosol products:
 - Doors and door handles
 - Counters
 - Faucets

- Sinks
- Partition doors & Locks
- Toilet flash handles
- Toilet seats

HH. Battery Replacement Fill and replace batteries for soap and anti-bacteria dispensers.

XV. COUNTY OF ORANGE HOLIDAYS

- A.** Thanksgiving Day
- B.** Friday after Thanksgiving Day
- C.** Christmas
- D.** New Year's Day
- E.** Lincoln's Birthday
- F.** President's Day
- G.** Memorial Day
- H.** Independence Day
- I.** Labor Day
- J.** Columbus Day
- K.** Veterans Day

Note: Some locations may be open 24 hours and on holidays. Location times, holidays and schedules will be provided per each location at the time of the job walk.

XVI. LOCATIONS - VARIOUS COUNTY BUILDINGS

A. RESTROOMS

Daily

- 1) Clean and refill soap, towel, (requires special rolls of towels) 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 urinals. Continuous air freshener dispensers should be installed (if they are missing) and should be refilled and serviced as needed.
- 2) Clean and polish mirrors and faucets.
- 3) Thoroughly damp clean and disinfect all surfaces of the wash bowls, toilet bowls, urinals, sanitary napkin dispensers, showers, shower mats, soap dispensers, plumbing fixtures, partitions, dispensers, doors, walls, seating, floors and other such surfaces, using a germicidal detergent. After cleaning, all surfaces will be left free of deposits, dirt, streaks and odors. Disinfect using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains.

- 4) 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. Disinfect surfaces using an approved germicidal cleaner and acid-based chemical to remove any water deposits or stains in the toilets.
- 5) 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.
- 6) Sweep and wet mop floors, using approved germicidal cleaner, including corners, coves, and difficult to reach areas. After sweeping and mopping, the entire surface, including the grout, shall be free from litter, dust and foreign debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath.
- 7) Remove trash. Empty and clean (wipe down as needed with an approved all-purpose cleaner) the wastepaper containers and empty and change waxed bags in sanitary napkin disposal receptacles.
- 8) Add water and disinfectant to all floor drains.
- 9) Unstop common toilet stoppages with plunger.

Weekly:

- 1) Clean and wet-wipe with an approved disinfectant all of the walls and around plumbing fixtures, toilet compartment partitions, soap dispensers, partition doors, door hardware, including removal of graffiti.
- 2) Clean all exposed plumbing and remove hard water deposits from all chrome fixtures.
- 3) Clean pull bars.
- 4) Dust tops of partitions and windowsills.
- 5) 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 toilet bowls are not acceptable.

Monthly:

- 1) Wipe down all walls with an approved disinfect and machine scrub and disinfect floors with an approved hospital cleaner. Seal all ceramic floors with a minimum of two (2) coats of sealer.
- 2) Clean vents, including removal of vent plate and brushing and vacuuming around and into duct, if requested.
- 3) Dust venetian blinds (if applicable).
- 4) Clean door jambs, removing all fingerprints and surface grime.

B. ALL OTHER BUILDING AND SERVICE AREAS:**Daily:**

- 1) Sweep all of the building's hard surface floors with the Kex System of dustless sweeping cloths or a similar type of dustless weeping system, including the receiving area, warehouse, print room, computer rooms and LAN-WAN Tech offices.
- 2) Damp mop all hard surface floors with a natural cleaner in break rooms and remove all black marks and spots from the receiving area, warehouse, print room, computer rooms and LAN-WAN Tech offices. **NO BUCKETS OR LARGE AMOUNTS OF WATER ARE ALLOWED IN THE COMPUTER ROOMS OR RAISED FLOOR AREAS.**
- 3) Thoroughly vacuum with a Hepa-Filter vacuum all carpeted floors, mats and entry rugs, and remove any spots (including stairs).
- 4) Dust all furniture (including tabletops), accessories, ledges and all other horizontal surfaces under 6 feet; all surfaces to be left in a clean, dust-free condition; spot clean as necessary.
- 5) Spot clean glass entrance doors inside and out, including metal.
- 6) Empty all waste baskets and other trash containers and clean around rubbish disposal area and public ash trays and urns. Change liners as needed.
- 7) Dispose of trash in designated area.
- 8) Clean and polish all drinking fountains, both inside and outside the building, if applicable.
- 9) Clean outside all entrances, ramps, docks and exit areas, empty trash containers, and clean and service ash trays and sand urns.
- 10) Keep custodial closet clean and orderly.
- 11) Fill paper towel dispensers in employee lounges, conference rooms.
- 12) Remove all Graffiti.
- 13) Clean tabletops in employee's lounge.
- 14) Attend to coffee stations, clean counter tops and clean sink.
- 15) Spot wipe smudges, marks, and fingerprints from doors and light switches within reach.
- 16) Clean front, top sides and inside of microwave oven

Weekly:

- 1) Thoroughly vacuum with a hepa-filter vacuum cleaner, all carpeted areas including corners and edges in areas which normal vacuuming does not reach.
- 2) Dust desks, chairs, tables, telephones, file cabinets, windowsills, shelves, lamps, and other office furniture, partitions, ledges, door jams and partition frames under 6ft. high; all surfaces to be left in a clean and dust-free condition; spot clean as necessary
- 3) Detail sweep and damp mop all hard surface floors with a neutral cleaner, including corners and edges.
- 4) Spray buff the tile floors including lobbies and traffic lanes.
- 5) Sweep sidewalks, porches, ramps, and exterior steps. Clean the cobwebs off the atrium windows and exit doors.

- 6) Clean front, top, sides and inside of microwave oven.
- 7) Disinfect phones.

Every Two Weeks:

- 1) Dust desks, chairs, tables, telephones, file cabinets, windowsills, shelves, lamps, and other office furniture, partitions, door jams, ledges, partition frames over 6ft. high.
- 2) Spot clean walls and partitions, including partition glass.
- 3) Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, and staircases.

Monthly:

- 1) Wash all interior and exterior waste baskets and rubbish containers and wipe down and replace plastic liners.
- 2) Remove spots and black marks from all resilient floors.
- 3) Spot clean Naugahyde and other plastic-covered furniture.
- 4) Dust blinds windowsills and draperies. (if applicable).
- 5) Clean and remove all marks and stains from counters and partitions.
- 6) Clean and polish all interior metal fixtures and surfaces, including door push kick plates and pull handles.
- 7) Clean the inside, sides and tops of the refrigerator located in the break room.
- 8) Clean all base boards with a damp cloth.
- 9) Sweep all of the building's electrical and mechanical rooms.

Quarterly:

- 1) Scrub all resilient floors and wax and buff or apply non-buff floor finish (and provide more frequent spot floor finish correction when requested by the County's Contract Administrator or Project Manager).
- 2) Beginning prior to the **fifth week** (and semi-annually thereafter) of the Contract, vacuum with a HEPA VAC vacuum and shampoo carpets. All cleaning and shampooing of the carpets shall be accomplished by deep extraction, (Bonnet buffing method of cleaning carpets is not acceptable) using the carpet cleaning method per the manufacturer's recommendations. After shampooing and appropriate drying, the carpet area will be free of stains, dirt, browning, (carpet wicking) or any other discoloration. Chairs, trash containers, plastic chair protectors and easily movable items shall be moved to clean carpets underneath and then returned to their original locations.
- 3) Vacuum upholstered furniture and wipe clean all metal and wood furniture.
- 4) Brush and clean ceiling vents and grills, door, wall, and partition surfaces, and door vents; remove grill to clean inside vents (if requested).
- 5) Clean all exterior window ledges and door frames.

- 6) Dust venetian blinds (if applicable).

Semi-Annually:

- 1) Clean all glass windows, partitions and glass entrance doors inside and outside. When finished cleaning the glass entrance doors and windows, they shall be free of traces of film, dirt, smudges, water spots or any other foreign substance.
- 2) Strip and seal receiving area, warehouse and HVAC room.
- 3) Wash Naugahyde or plastic-covered furniture.
- 4) Clean venetian blinds (if applicable).
- 5) Vacuum drapes (if applicable).

Annually:

- 1) Clean and polish all wood, metal, Formica-type counters, furniture, and partitions.
- 2) Vacuum all drapes (if applicable).
- 3) Vacuum and wash venetian blinds (if applicable).

XVII. CUSTODIAL CLOSETS

- A. 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.
- B. 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, sink, whether porcelain or stainless steel is to be kept clean, and polished at all times. Bottles and cans shall not be stored in the custodial closets.

XVIII. DAY PORTER

- A. Some County departments will require a Day Porter to be at the facility. Day Porter 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, disinfecting and general facility upkeep.
- B. The Day Porter shall work per schedules of the requesting /department.
- C. 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 nighttime custodial operations. Substitute staff shall have the same basic skills and responsibilities as the regular day porter.

- D. Supervision:**
- 1) The Day Porter will report to and be supervised by the Project Manager. Contractor shall inspect Day Porter's work on a weekly basis.
 - 2) Day porter shall sign in and sign out with the designated Project Manager at the beginning and end of each shift.
 - 3) The Project Manager will prepare a list of regular tasks for their respective Day Porter and a corresponding schedule based upon anticipated work to be performed during the day. If the Project Manager does not prepare a list of duties, it will be the Contractor's responsibility to establish a daily schedule. The schedules will contain designated times for the day porter to return to their respective Project Manager to obtain any additional special assignments that might develop during the day.
- E. Required Clothing and Identification:**
- 1) 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.
- F.** Contractor shall furnish a cell phone for the Day Porter, ensuring they can respond immediately when contacted by their respective Project Manager.
- G.** 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.
- H.** Be able to speak and write effectively and fluently in English.
- I.** Possess general maintenance skills.
- J.** Work productively, unsupervised, and with a minimum of direction.
- K.** Immediately respond to all requests by their respective Project Manager. For immediate health and safety hazards, Day Porter should take immediate action, with or without direction from the Project Manager or other staff.
- L. Daily:**
- 1) Regularly, at least three times daily, inspect and service all restrooms and kitchen areas, to ensure that the floors, counters and walls remain clean and free from debris, trash receptacles are emptied, and all dispensers are full. When mopping restroom floors during the day a wet floor sign must be placed in front of the restroom doors.
 - 2) Regularly, at least two times a day, inspect and clean all public hallways, corridors, entrances and exits to remove any and all accumulations of dirt, or debris and to clean-up any spills. Day porter shall clean all ashtrays and sand urns.
 - 3) Clean interior and exterior of glass doors in the main reception area.
 - 4) Keep outside building entrances clean and free of dust, debris, cobwebs, and bird droppings.
 - 5) Inform the Project Manager of any repairs needed that are not minor or require expert skills or special tools. When appropriate, day porter shall take necessary actions to prevent further damage or limit hazard, until repair personnel arrive, such as turning off water, power, etc.
 - 6) Report any building or equipment deficiencies to the County's Project Manager. Give a full description of the needed work, its location, and any additional information that will

aid in the prompt and economical repair of said deficiency. Post signs or barricades to restrict access and inform clients/personnel of hazards, as appropriate.

XIX. LOBBY DAY PORTER SERVICES

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

- A.** Disinfect and clean lobby and other public areas in building with non-bleach and non-aerosol disinfectant products that are on the EPA's Registered Antimicrobial Products for use against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19 list.
- B.** Contractor shall thoroughly disinfect and clean the public spaces one (1) hour before the building is open to the public, including, but not limited to:
 - 1.** All counters in the public spaces
 - 2.** Door handles (doorknobs, lobby doors, all doors in public areas, and ADA button)
 - 3.** Chairs
 - 4.** Tables
 - 5.** Electronic Equipment: Phones, copiers, pamphlet holders, hand disinfect dispensers, computer screen, keyboards, mouse, etc.
 - 6.** Interview room tables, work surfaces, and chairs
 - 7.** Public Restrooms (doors and door handles, counters, faucets, sinks, partition doors and locks, toilet flash handles, toilet seats)
 - 8.** Water Fountains
 - 9.** Light switches
 - 10.** Stair Rails (where applicable)
 - 11.** Elevators (where applicable)
- C.** Contractor shall repeat the cleaning and disinfecting services specified in section above routinely throughout the day, multiple times per day, and between use as feasible. At a minimum, Contractor shall clean and disinfect at least once every hour.
- D.** After the lobby is closed to the public, Contractor shall thoroughly disinfect and clean all the areas specified in section B, including full detail cleaning, disinfecting and stocking of the public restrooms. Including full detail cleaning, disinfecting, and stocking of the public restrooms.
- E.** Contractor shall provide a minimum of one (1) staff, Monday to Friday, from 8:00 am to 5:00 pm, and on Saturdays on an "as needed" basis. Services shall not be provided during Holidays observed by the County. County Facility Manager or designee may determine that the hours of services may change based on the County needs

XX. BEST MANAGEMENT PRACTICES (BMP)

- A.** Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include,

but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans). Contractor shall inspect and clean debris from mop sink floor drains.

- B.** The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
- C.** To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
- D.** BMP Fact Sheets shall include but shall not be limited to the following which may be viewed for municipal activities and downloaded at www.ocwatersheds.com/documents/bmp/municipalactivities:
- 1) These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
 - 2) Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.
 - 3) Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and written approval prior to implementation.
 - 4) County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

**ATTACHMENT B
COMPENSATION AND PRICING**

I. COMPENSATION

This is fixed fee Contract between County and Contractor for Janitorial Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraph's "C" – Amendments and "P" – Changes, of the County's General Terms and Conditions.

II. PRICING

Hourly rates shall be all inclusive of costs for the work to include; direct and indirect labor charges, transportation, overhead travel, all necessary equipment, tools, depreciation, other expenses and all profit. Payment shall be as follows:

A.	Hourly rate for Janitorial Services	\$33.95
B.	Hourly rate for Janitorial Services Supervisor	\$35.80
C.	Hourly rate for Janitorial Services After Regular Business Hours (5:00 pm – 7:00 am Mon-Fri)	\$36.60
D.	Hourly rate for Janitorial Services After Regular Business Hours (5:00 pm – 7:00 Sat, Sun or Holiday)	\$38.45
E.	Hourly rate for Flooring Specialist (Carpet Cleaning/Waxing)	\$34.08
F.	Hourly rate for Day Porter (7:00am – 5:00 pm Mon-Fri)	\$28.15
G.	Hourly rate for Day Porter (7:00am – 5:00 pm Sat, Sun or Holiday)	\$28.40
H.	Hourly rate for Day Porter Supervisor (7:00 am – 5:00pm Mon-Fri)	\$30.96
I.	Hourly rate for On-Call Emergency Services (7:00 am – 5:00pm Mon-Fri)	\$45.75
J.	Supervisor Hourly rate for On-Call Emergency Services (7:00 am – 5:00 pm Mon-Fri)	\$49.86
K.	Hourly rate for On-Call Emergency Services	\$45.75

	(5:00 pm – 7:00 am Mon-Fri)	
L.	Supervisor Hourly rate for On-Call Emergency Services (5:00 pm – 7:00 am Mon-Fri)	\$49.86
M.	Hourly rate for On-Call Emergency Services (7:00 am – 5:00 pm Sat, Sun or Holiday)	\$45.75
N.	Supervisor Hourly rate for On-Call Emergency Services (7:00 am – 5:00 pm Sat, Sun or Holiday)	\$49.86

Note: The County reserves the right to add or delete classifications through the term of the Contract.

III. INVOICE INSTRUCTIONS

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A.** Contractor's name and address;
- B.** Contractor's remittance address (if different from above);
- C.** Name of County Department;
- D.** Contract number must be referenced on all invoices;
- E.** Service date(s)
- F.** Service description and job classifications and hourly rates of Contractor's staff who worked on the assignment;
- G.** Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
- H.** Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

IV. PAYMENT TERMS

Payment shall be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements.

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

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

V. SCHEDULE OF DEDUCTIONS

The fees and charges listed under Section II of Attachment B, Compensation and Pricing will aid the County in understanding the cost allocation for the different services/items that Contractor(s) will be performing while under Contract. Contractor's associated cost for each service task identified in section II of Compensation and Pricing shall be specified in the Schedule of Deductions.

In the event that the County finds, that Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with the Fees & Pricing listed under Section II of Attachment B, Compensation and Pricing. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

VI. ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers Contractors 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 an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form, to request a form, please contact DPA.

ATTACHMENT B
SCOPE OF WORK

I. SCOPE OF WORK:

Contractor shall provide Janitorial Services in accordance with the terms and conditions and scope of services as detailed on Regional Cooperative Agreement contract number RCA-017-22010002.

Contractor shall contact County Project Manager to schedule/coordinate services.

II. CONTRACTOR RESPONSIBILITIES:

Shall provide all equipment, materials, and supplies needed to perform the services herein.

III. COUNTY RESPONSIBILITIES:

Shall pay Contractor as per the rates specified in Attachment C – South Service Cost / Locations as quoted per the RCA for services rendered. If Contractor fails to perform services under this Contract, Contractor shall not be entitled to the associated payments specified in the RCA and Attachment C, and shall not bill the County for the services not performed.

IV. VENDOR CONTACT:

Name: Bonnie Manning
Email: Bonnie.m@usmetrogroup.com
Phone: 213-382-6435

V. COUNTY PROJECT MANAGER:

Name: Brian Patrick
Email: Brian.Patrick@occr.ocgov.com
Phone: 714-566-3082
Mobile: 714-514-4246

ATTACHMENT C**SOUTH SERVICE COST / LOCATIONS**

Contractor's costs per month for services rendered shall not exceed \$86,371.80 as described below. For the month of March 2023, Contractor's costs for services rendered shall not exceed \$44,578.99 (\$86,371.80/31) X 16 = \$44,578.99), with services provided at the branch locations below on the same proportionate basis (for the partial month) as described below.

South	Total SQFT	Carpet	Tile	Cost
Aliso Viejo Library	20,400	18,627	1,773	\$9,216.02
Dana Point Library	12,114	10,448	1,666	\$4,223.74
El Toro Library	13,340	12,816	524	\$5,054.18
Foothill Ranch Library	12,198	10,721	1,477	\$3,244.33
Irvine – Heritage Park Library	20,300	17,600	2,700	\$9,369.13
Irvine – Katie Wheeler Library	11,174	10,494	680	\$3,905.32
Irvine – University Park Library	11,140	10,520	620	\$3,905.32
Ladera Ranch Library	9,500	9,000	500	\$2,883.21
Laguna Beach Library	10,290	10,040	250	\$3,397.44
Laguna Niguel Library	14,750	13,075	1,675	\$5,409.20
Library of the Canyons	15506	150	15,356	\$8,595.07
Rancho Santa Margarita Library	16,300	15,963	337	\$5,486.01
San Clemente Library	10,512	8,877	1,635	\$4,217.64
San Juan Capistrano Library	12,000	11,358	642	\$3,439.89
Tustin Library	29,614	26,960	2,654	\$11,941.97
"Extra"				\$2,083.33
South Branches Monthly				\$86,371.80
South Branches Annual				\$1,036,461.60