



**AMENDMENT ONE  
TO SUBORDINATE CONTRACT MA-057-25010715  
BETWEEN  
COUNTY OF ORANGE  
AND  
US METRO GROUP INC  
FOR  
JANITORIAL SERVICES**

This Amendment One, hereinafter referred to as "Amendment", is made and entered into upon execution of all necessary signatures, between County of Orange, acting through the Orange County Probation Department 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", for Janitorial Services. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

**RECITALS**

**WHEREAS**, County Procurement Office issued Regional Cooperative Agreement RCA-017-22010002 for Janitorial Services commencing on September 1, 2021 through and including August 31, 2026 (hereinafter referred to as "RCA"); and,

**WHEREAS**, Parties executed Subordinate Contract No MA-057-25010715, for Janitorial Services at Santa Ana Campus (SAC), commenced on November 15, 2024 through and including August 31, 2026, non-renewable, in an amount not to exceed \$371,759.90; and

**WHEREAS**, the County desires to add a location, Probation Administration Office (PAO) to commence January 2, 2025, and to increase the Contract amount by \$1,035,813.10 with a cumulative not to exceed amount of \$1,407,573.00, and to modify Contract Attachment B, Compensation and Payment to add a new service location and increase Additional Work to SAC and; and

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

1. Articles

- a. **T. Compliance with Laws** amended in its entirety and incorporated herein.

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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract

- b. **3. Compensation & Pricing:** The total annual amount for this Contract shall not exceed \$851,121.00 for year one, and \$556,452.00 for year two, for a total not to exceed of \$1,407,573.00.

- c. **10. Conflict of Interest – Contractor’s Personnel** is amended in its entirety and incorporated herein.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, 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.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

- d. **6. Conflict of Interest – County Personnel** is amended in its entirety and incorporated herein.

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.

- e. **40. Subcontracting** is amended in its entirety and incorporated herein.

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County’s consent to Contractor’s request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

2. Contract **Attachment A, Scope of Work** is amended in its entirety to add a new service location and attached herein.
3. Contract **Attachment B, Payment and Compensation** is amended in its entirety to add a new service location and attached herein.
4. This Amendment modifies the Contract only as expressly set forth above and does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract are incorporated by this reference as if fully set forth herein and shall remain in full force and effect.

---SIGNATURE PAGE TO FOLLOW---

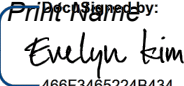
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment One to Contract #MA-057-25010715 on the dates 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	Chairman of the Board
_____ Print Name	_____ Title
 466E3465224B434	_____ Date
Signature	

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

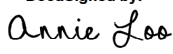
Brian Lee	Chief Financial Officer
_____ Print Name	_____ Title
 6789F3AA3D9E4B9...	_____ 12/9/2024
Signature	Date

\*\*\*\*\*

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

_____ Print Name	Deputy Purchasing Agent _____ Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**

DocuSigned by:  
  
 By \_\_\_\_\_  
 B7726751D1E947E...

Date 12/9/2024

## ATTACHMENT A SCOPE OF WORK

### I. GENERAL SCOPE OF WORK

- A. Contractor shall, throughout the length of this Contract, provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform janitorial services in a professional, systematic and thorough manner for the listed facilities. These Services shall include, but are not limited to: cleaning, taking out the waste bins (interior/exterior), washing windows (interior/exterior), vacuuming, sweeping, dusting, cleaning exterior of the buildings, 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 this Contract unless otherwise designated by the Contract Manager or his/her designee.
- C. Contractor shall provide a mutually agreeable calendar to the Contract Manager or his/her designee and the Building Coordinator for weekly, biweekly, monthly, quarterly, semi-annual and annual service items within ten (10) days of the effective date of this Contract. Contractor shall notify the Contract Manager or designee and the Building Coordinator of any and all deviations from the set schedule.

### II. DEFINITIONS

1. Annually: Once per year, to be performed on a day within the year as scheduled by the Building Coordinator.
2. Bi-Weekly or Every Two Weeks: Once every other calendar week, to be performed on a day every two (2) weeks as scheduled by the Building Coordinator.
3. Building Coordinator: The person(s) located on site who will coordinate, inspect, and administer activities related to this Contract.
4. Carpet Cleaning: Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufacturer's recommendations.
5. Clean: Refer to Neat/Clean
6. County: The County of Orange, acting through the Orange County Probation Department.
7. Daily: Shall include the period of the normal workweek, i.e., Monday through Friday.
8. Damp Mopping: Cleaning floor surfaces after sweeping or dust mopping to pick up any remaining dust or dirt, utilizing clean water and a detergent solution (and disinfectant where required by the work statement) with a dry-wrung mop.
9. Dirt: Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
10. Disinfect: To completely flood the fixture, floor, etc., with a germicidal disinfectant, allow to soak, and rinse clean as directed by the manufacturer's instructions.
11. Dry Buffing: A process used to eliminate heel marks and scuffs and restore the floor to a uniform appearance using a soft buffing pad and floor machine. Dust mopping and damp mopping should occur before this procedure.
12. Dust Mopping: Removing dirt and debris from floor surfaces by use of a dust mop.
13. Easily Movable Items: Any furniture, waste receptacles, chairs, etc. that weigh 50 pounds or less or can be moved by one person.
14. 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.

15. Glass: All exposed glass or glass-like surfaces that are not considered windows, including all Lucite, plastic, or any transparent materials, in mirrors.
16. High Glass: Glass walls or partitions with a lower edge that is at least seven (7) feet above the floor surface.
17. Monthly: Shall be per calendar month regardless of the number days in that month. All work performed on a monthly basis shall be performed during the first full week of that month.
18. Neat/Clean: Orderly, tidy, and free from dirt and debris.
19. Periodic Cleaning: Project tasks that are performed on an infrequent basis, usually quarterly or less often.
20. 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.
21. Quarterly: Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the last full week of the first month of that quarter. The first quarter shall commence upon the effective date of the purchase order and all subsequent quarterly periods shall commence on three- month intervals thereafter.
22. Scrubbing (floors): Cleaning floor surfaces, after sweeping or dust mopping, by agitation of detergent solution applied to the floor by a floor scrubbing machine or wet mop saturated with detergent solution, followed by a clean water rinse and damp mop or vacuum pickup of the water.
23. Sealing (floors): After stripping, thoroughly rinsing and neutralizing followed by a thin coat of sealant applied to protect and seal the floor surface.
24. Semi-Annual: Shall be every six (6) months. All work to be performed on a semi- annual basis shall be performed during the last 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) month intervals thereafter.
25. Spray Buffing: A process used to clean, 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.
26. Stripping: Using a stripping pad, floor machine, and alkaline solution that breaks up and emulsifies finish on the floor to strip away old wax, followed by rinsing two or more times with clean water or with a neutralizing agent, leaving the floor clean of any residue.
27. Sweeping: Removing dirt and debris from floor surfaces by use of a broom.
28. Walk-Off Mats: Mats made of various materials that are located inside building entrances and throughout the building.
29. Waxing: Applying manufacturer-recommended thin coats of non-skid floor wax solution that protects the floor surface and leaves a glossy, uniform appearance.
30. Weekly: Once per calendar week, to be performed on a day of the week as scheduled by the Building Coordinator.
31. Wet Mopping: Thoroughly cleaning floor surfaces after sweeping or dust mopping utilizing clean water and a detergent solution (and disinfectant where required by the work statement) with a saturated mop, then damp mopping or vacuuming to pick up excess liquid.
32. Windows: The glass surfaces that are an integral part of the outer wall of a building or the walls within the building.

### III. WORK SCHEDULE AND LOCATIONS

- A. Janitorial Services for all locations shall be required five (5) days a week, Monday through Friday, between the hours of 5:00 PM and 5:00 AM.

B. Janitorial Services will not be required on the following County observed holidays.

New Year's Day Martin Luther King Day Lincoln's Birthday Presidents' Day or Washington's Birthday Memorial Day Independence Day	Labor Day Native American Day Veterans' Day Thanksgiving Day and Day After Thanksgiving Christmas Day
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C. SERVICE LOCATIONS

1. Santa Ana Campus (SAC) – 1700 E. Saint Andrews Place, Santa Ana 92702. Work at SAC to commence 11/15/24.
2. Probation Administration Office (PAO) – 1055 N. Main Street, Santa Ana 92701. Work at PAO to commence 1/2/25.

**IV. REGULAR CLEANING TASKS**

All cleaning tasks shall be accomplished to meet the requirements of these specifications. Minimum frequencies for each task and area to be cleaned are listed below; however, Contractor shall maintain the facility to the standards established in this Contract, which may require Contractor services at more frequent intervals. For example, the Contractor shall restock restrooms whenever necessary to ensure adequate supplies are always available.

1. Maintain Floors: All hard 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. After receiving floor maintenance, the entire floor shall have a uniform coating of non-skid floor finish; have a uniform, glossy appearance; and be free of scuff marks, heel marks, and other stains and discoloration. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain floors underneath. 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.
2. Sweep/Dust Mop Floors: All accessible floor areas shall be swept, or dust mopped. After the floor has been swept/dusted/mopped, the entire floor surface, including corners and abutments, shall be free of litter, dusted and debris cleared. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to sweep underneath.
3. Mop Floors: All accessible floor areas shall be damp and/or wet mopped. 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.
4. Dry/Spray Buff Floors: A process used to clean, 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 nonskid wax. Dust mopping and damp mopping should occur before this procedure.
5. Strip, Scrub, Seal, and Wax Floors: All hard floors shall be stripped, scrubbed, sealed, and waxed as necessary to maintain a uniform, glossy appearance. Contractor shall perform all tasks associated with the stripping, sealing, and waxing of the floor surfaces. Non-skid wax shall be used. A uniform, glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration.
6. Remove Trash: All trash containers shall be emptied at the frequencies stated below 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 outside trash collection point. Dirty trash receptacles shall be washed inside and out and shall be odor free.

7. Perform Low Dusting: All dust, lint, litter, and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment, and from horizontal ledges, window sills, hand rails, baseboards, air conditioner vents, modular workstations, etc., to a line seven feet above the top of the floor level.
8. 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 (7) feet. Glass that extends higher than seven (7) 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.
9. 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.
10. Clean Drinking Fountains: All porcelain and polished metal surfaces of drinking fountains shall be **cleaned** and disinfected, 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.
11. Vacuum Carpets, Rugs and Mats: All carpeted floors, including hallway carpets, area and throw rugs, and mats shall be vacuumed to be free of all visible litter and soil. Chairs, trash receptacles and easily moveable items shall be moved to maintain carpets and rugs underneath. All moved items shall be returned to their proper positions when all carpet and rug maintenance operations have been completed. All tears, burns, and raveling shall be brought to the attention of the Building Coordinator.
12. 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)**.
13. Polish Concrete: Contractor shall clean in all areas that have this flooring throughout the building will be cleaned daily with microfiber using approved floor-care products.
14. Vacuum and Clean Walk-Off Mats: Contractor shall vacuum and clean interior and exterior walk-off mats. After vacuuming or cleaning, mats/rugs shall be free of all visible lint, litter and soil. Carpet-style mats and entrance mats shall be vacuumed to remove solids and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept or vacuumed to remove soil and grit. Soil and moisture underneath entrance mats shall be removed, and mats returned to their normal location.
15. 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, 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.

## V. CONTROL OF WORK

1. Building Coordinator: County shall provide employee(s) who shall decide any and all questions which may arise as to the quality or 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 Building Coordinator shall also direct the inspection/administration of the work and decide questions regarding compensation.

2. Deputy Purchasing Agent: Shall advertise, bid and execute the Contract (after authorization from the Board of Supervisors, if appropriate) for the required work, receive all insurance certificates and enforce or make effective such actions as necessary to ensure compliance with these Contract specifications.
3. Performance Standards: Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely surface cleaning. Specifically, floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.
4. Deficient Performance: The Building Coordinator shall inspect and judge the quality of Contractor's works against the Scope of Work requirements specified in Section III of this Contract. A copy of the inspection record will be furnished to the Contractor.
5. 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.
6. Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this Contract. Changes in the Contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and Contractor. Changes may be authorized by County's Project Manager in accordance with Section V – Performance Specification, Paragraph J “Additional Work” below or as authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions stated in the Cooperative.

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

## VI. BUILDING SECURITY

1. Keys: County will issue such keys 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.**
2. Security System: The work area may be protected by limited access security systems. The County will issue an initial access code number to the Contractor. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contractor 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.
3. Facility Security: Contractor shall keep all doors locked while working in the building. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this CONTRACT for janitorial services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights, except perimeter security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.
4. 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.

5. **Damage**: Contractor shall immediately report all conditions and occurrences out of the norm, i.e., broken windows, vandalism and/or other facility damage, to the Building Coordinator, OC Public Works/Central Utility Facility (714-667-4900).

## VII. CONTRACTOR'S RESPONSIBILITIES

### A. EMPLOYEES

1. **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 Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
2. **Identification**: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms.
3. **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 work.
4. **Supervision**: Contractor shall provide a supervisor or foreman, shall always be present with janitorial staff during Contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. **Vehicles**: All Contractor employees' vehicles parked onsite shall be locked and thoroughly secured at all times.
6. **Tools and Materials**: All tools and materials shall remain in Contractor employees' possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the escort, security staff or control office. All materials, large or small, from removal operations or flew constructions (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period.
7. **Entrance and Exit**: Contractor employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.
8. **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.

### B. SERVICE LEVELS

Contractor shall provide full service during all of the hours designated for the performance of this work and shall provide suitable substitutes if the regular staff is unavailable.

### C. UNIFORMS

Contractor shall provide, and staff shall wear a uniform at all times during performance of this work. The uniform may range from a T-shirt with the company name/logo to a regular matching shirt/pants uniform, but, in either case, it shall clearly identify the individual and the company.

Contractor shall provide, and all staff shall wear a clear, distinctive name badge at all times during performance of this work so as to be readily identifiable to the County personnel within the facility.

D. COMMUNICATIONS

The Contractor shall furnish and maintain a pager or cell-phone system such that Contractor's employees can and shall respond immediately to notification by the Building Coordinator.

E. BASIC SKILLS

1. Contractor shall furnish staff, hereinafter referred to as "employees" who have been trained and possess all of the necessary skills for custodial maintenance, to include general knowledge for the performance of the tasks listed under Specific Tasks, and with the basic skills to perform minor repair work, upon request of the Building Coordinator.
2. Employees shall possess a basic understanding of general building maintenance and shall be able to effectively communicate maintenance problems outside the scope of these duties to the Building Coordinator for repair.
3. Employees shall be capable of productive work in an independent, unsupervised manner, working with a minimum of direction.
4. The supervisor shall communicate effectively in both written and verbal English.
5. Only personnel meeting these qualifications shall be employed in this work, and any person failing to meet these requirements or is in some other way unsatisfactory, shall be replaced immediately.

F. SUPPLIES/EQUIPMENT

1. Contractor shall furnish and have readily available to employees all cleaning supplies, cleaning tools/equipment, and paper products required for performance of this work.
2. Contractor shall also furnish a tool box containing a basic minimum set of tools; i.e., a set of screwdrivers (slot and Phillips of various sizes), a hammer, a set of adjustable wrenches (six, eight and twelve inch), a pipe wrench, a set of combination wrenches (three- eighths inch to one inch).

G. CONTRACTOR'S OFFICE/EMERGENCY

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

H. RECORDS

1. Contractor shall maintain an accurate record showing name of each employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.
2. Contractor agrees to permit County's Auditor-Controller, Probation Department, Superior Court, and Sheriff personnel, or their authorized representatives, access during normal working hours to all books, accounts, records, reports, files and other papers, or property of the Contractor, for the purpose of auditing any aspect of performance under this Contract.

I. CONSERVATION OF UTILITIES

1. Contractor shall ensure Contractor's employees practice utilities conservation. Contractor shall be responsible for operation under conditions that prevent the waste of utilities to include the following:
  - a. Lights shall be used only in the areas where work is being performed and turned off when the area has been cleaned.
  - b. Employees shall not adjust mechanical equipment controls for heating, ventilation or air condition systems.

J. PROTECTION AND RESTORATION

Contractor shall protect all furnishings and improvements from damage caused 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.

K. RESTRICTIONS

1. General: Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use computers, radios, television sets, coffee pots, stoves or refrigerators, nor shall they tamper with any personal or County property.
2. Telephones: The Contractor, or its employees, shall not use telephones, for personal or business reasons with the following exceptions:
  - a. Notification to Building Coordinator or designee and local Law Enforcement of damage as required by this Contract.
  - b. To report need of medical aid, fire or need of law enforcement, use 911 number.
3. Radios: 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.

L. SPECIAL REQUIREMENTS

Contractor's employees shall:

1. **Arrival/Departure: Upon arrival, Contractor staff shall go the Administration Building Office to sign in. Upon departure, sign out must be completed at the same location. The Contractor/Visitor Sign-In/Sign-Out Book is located in the Administration Building;**
2. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each workday;
3. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time; and
4. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's Project Manager/designee should be contacted immediately. Repeat problems will be grounds for remedial action which may include contract termination.

**VIII. MATERIALS**

A. SUPPLIES

1. Contractor shall furnish, at its expense, all equipment, tools and supplies to perform the work described in this Contract. The equipment, tools and supplies shall include, but not be limited to:
  - a. Equipment: Wet and dry vacuum cleaners (dry vacuum cleaners to have attached magnets), janitorial carts, ladders, floor washers, buffers/polishers, carpet pile lifter, carpet extractor and portable spotter.
  - b. Tools: Brooms, mops, mop presses, KEX sweeping tools, buckets, sponges, squeegees.
  - c. Supplies: Glass cleaner, carpet cleaners (manufacturer recommended), floor and tile cleaners; floor wax strippers, sealers; tile, metal, furniture waxes/polishes; disinfectants; deodorant blocks; trash can liners, hand soap, carpet cleaning pre-sprays and spotters. Contractor **SHALL NOT USE ANY PRODUCTS WITH OPTICAL BRIGHTENERS.**
  - d. Paper Supplies: Toilet tissue, paper towel, toilet seat covers, feminine hygiene products,

and hygiene disposal bags.

2. 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 (VOC) 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.

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

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

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

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

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.

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

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

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

7. Floor-Care Products: Floor-care products include the following product types: floor finish,

neutralizers, restorers, sealers, strippers.

8. Environmentally Preferred Products: The County defines environmentally preferable products listed above to include but not be limited to: disinfectants, cleaners, compounds, and floor-care products 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:
  - a. Environmentally Preferable Product Standards:
  - b. EcoLogo Standard CCD-147 [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)
  - c. Green Seal GS-40, [www.greenseal.org/](http://www.greenseal.org/)
  - d. EPA Design for the Environment (DfE) Program, [www.epa.gov/dfe](http://www.epa.gov/dfe)
  - e. All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.
  - f. Cleaning chemicals must be certified through one of these agencies and must remain certified for the duration of this Contract. Products that are not listed through one of these certification agencies are prohibited as part of this cleaning contract. Contractor must provide proof of agency certification if the product is not listed on the certification agency's website.
  - g. Material Safety Data Sheets (MSDS) must be provided for both ready-to-use products and concentrate, if provided in concentrated form. Contractor must provide changes to any products and/or product lists used as part of this Contract. These changes must be submitted in writing to the Project Manager or approved designee, along with any new
  - h. MSDS. Noncompliant chemicals must be removed immediately from the building.

**B. JANITORIAL PAPER PRODUCTS**

1. Paper products that are environmentally preferable are found on the following agency product lists and standards:
2. EcoLogo, [www.ecologo.org/en/greenproducts/](http://www.ecologo.org/en/greenproducts/)
3. Green Seal, [www.greenseal.org/](http://www.greenseal.org/) Conservatree, [www.conservatree.com](http://www.conservatree.com)
4. Forest Stewardship Council (FSC) chain of custody certification, <https://us.fsc.org/chain-of-custody-certification.201.htm>
5. Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
6. 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:
  - a. Unbleached
  - b. Bleached without chlorine or chlorine derivatives
  - c. Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
  - d. 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.
  - e. Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.

**C. QUALITY OF CLEANING MATERIALS/SUPPLIES: All cleaning supplies, materials and tools**

used in the performance of this Contract shall be of good commercial quality and suitable for the purpose intended. All cleaning processes used shall meet the standards of safety and effectiveness for commercial applications in high use traffic areas and shall not damage the facilities being cleaned. The County shall have the right to prohibit the use of any process, material, supply or tool which may be a risk to employees, the public or others using County facilities.

1. The following products meet the minimum standards established for performance of this work. Specific product names have been used to represent an acceptable product in each category. Contractor may utilize products of his choice which are equal to those stated:
  - a. Toilet tissue: White, 2-ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand.
  - b. Seat Covers: Waxie 851530 or equal;
  - c. Hand soap: Powdered – Luron, Boraxo MD-7, or a “green” product; Liquid -- non-abrasive, antibacterial; Waxie (Green) 380204;
  - d. All-purpose cleaner (with a germicidal disinfectant): Simple Green, Maintex or Guardian or equal;
  - e. Feminine napkins: Kotex or equal;
  - f. Wood Cleaning: Any “Green” product
  - g. 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
  - h. Plastic liners for waste and rubbish containers:
 

Sizes:	12 x 8 x 24	1 mil.
	16 x 14 x 37	1.4 mil.
	15 x 9 x 24	1 mil.
	23 x 10 x 40	1.4 mil.
	15 x 9 x 33	1 mil.
	23 x 17 x 48	1.4 mil.
	23 x 17 x 48	1 mil.

**NOTE:** Contractor shall post copies of Material Safety Data Sheets (MSDS) 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.

**IX. TRASH**

- A. Contractor shall comply with the following:
  1. Remove all trash from the building daily and place in the dumpsters provided by the County. Trash shall not be removed off-site by Contractor’s personnel.
  2. Provide containers on wheels, or other similar methods, to move trash from one part of the building to another. Under no circumstance shall trash containers, or other equipment, be slid on the floor.
  3. Shall not recycle trash or store recycle materials (i.e., soda cans) on the premises.

**X. PERFORMANCE**

A. Contractor shall comply with the following:

1. Staffing per location will consist of the following minimum number of employees per location and include one full-time, working supervisor:

LOCATION	SERVICE DAYS	SERVICE HOURS	NUMBER OF STAFF
Probation Administration Office (PAO)	Mon – Fri	5:00 PM – 1:00 PM	Five (5)
Santa Ana Campus (SAC)	Mon – Fri	5:00 PM – 9:00 PM	Two (2)

2. Day Porter hours (see V.B below) are in addition to this requirement.
3. Perform all daily Janitorial Services described in this Contract. Work performed on a weekly, monthly, quarterly, semi-annual or annual basis may be accomplished on Saturday and/or Sunday at the time scheduled by the Contractor, subject to the prior approval of the Building Coordinator or designee.
4. Notify the Building Coordinator or designee, in writing, a minimum of seven (7) calendar days in advance of its intent to perform any of the required weekly, monthly, quarterly, and/or semi-annual Services on a Saturday and/or a Sunday.
5. Failure on the part of the Contractor to provide such notice may result in the denial of Contractor’s request for payment for such work even if the work may have been performed.

B. DAY PORTER SERVICES – FOR ALL LOCATIONS

Day Porter shall:

1. Be able to communicate effectively in English.
2. Report to the Building Coordinator or designee daily.
3. **Services shall be provided** as follows:

LOCATION	SERVICE DAYS	SERVICE HOURS	NUMBER OF STAFF
Probation Administration Office (PAO)	Mon – Fri	7:00 AM and 4:00 PM	Two (2)
Santa Ana Campus (SAC)	Mon – Fri	8:00 AM and 3:30 PM	Two (2)

4. Attendance: Contractor shall provide full Day Porter Service during all of the hours designated for the performance of this work and shall provide suitable substitutes if the regular Day Porter is unavailable. **All Services 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.
5. Supervision
  - a. Day Porter shall report to and be supervised by the Building Coordinators or designee on each floor. Contractor shall inspect Day Porter’s work on a weekly basis.
  - b. Day Porter shall sign-in and sign-out with the designated Building Coordinator at the beginning and end of each shift. NO EXCEPTION

- c. Each Building Coordinator 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 Building Coordinators 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 Building Coordinators to obtain any additional special assignments that might develop during the day.
- 6. Restock all restrooms and kitchen areas with paper products, empty trash receptacles, and wipe down counters and mirrors.
- 7. Clean interior and exterior of glass doors in main reception office areas.
- 8. Clean cigarette urn and empty trash receptacle(s) at administration building entrances.
- 9. Report to Building Coordinator for special tasks.
- 10. Report any general maintenance deficiencies directly to the Building Coordinator, to include, but not limited to, any plumbing problems and broken or damaged equipment. The Day Porter shall give a full description of the needed work, a description of the priority needed for repair, and, if necessary, direct and assist repair personnel in effecting repairs. The Day Porter shall also take any necessary action to restrict access to the area, post the equipment or areas as inoperative, turn off water, or other measures until the repair personnel arrive.

**Note:** When mopping restroom floors during the day a wet floor sign must be placed in front of the restroom doors. NO EXCEPTIONS

**C. STANDARD CLEANING SCHEDULE FOR ALL BUILDINGS (DAILY, WEEKLY, MONTHLY, AND QUARTERLY SCHEDULE FREQUENCIES)**

Contractor shall, as a minimum perform the following Services:

<b>Daily Duties</b>		
<b>Entrances and Exits</b>		
1	Empty / Clean / Change Liners	Waste Containers and Sanitation Napkins
2	Clean and Service	Ash Trays and Sand Urns
3	Sweep and Clean	All Walkways, Porches, Ramps and Exterior Steps
<b>Restrooms, Showers, and Locker Rooms</b>		
1	Clean / Disinfect / Deodorize	Toilets, Urinals, Sinks, Sink Tops, and Dispensers (use germicidal)
2	Sweep/ Spot Clean/ Mop	All Flooring
3	Clean / Wipe down	Doors, Walls Partitions, Rails and Pipes
4	Empty / Clean/ Change Liners	Waste Containers and Sanitation Napkins
5	Clean and Refill	Dispensers (soap, paper towels, toilet paper, and batteries)
6	Clean and Polish	Drinking Fountain, Glass, Mirrors
7	Spot Clean (remove graffiti)	Doors, Handles, Windows, Walls, and Partitions
8	Add Water and Disinfectants	Floor Drains
9	Unstop Toilets	Common Stoppage with Plunger
<b>Gym and Locker rooms</b>		
1	Sweep/ Spot Clean/ Mop	Floors and Mats



2	Clean/ Disinfect/ Deodorize	Equipment
<b>Breakroom, Kitchen, Conference Room, Office Areas, Classrooms</b>		
1	Sweep / Spot Clean / Mop	Floors and Rugs
2	Spot Removal	Hard Surfaces, Dry Erase Boards
3	Empty / Clean / Change Liners	Waste Containers
4	Clean and Disinfect	Sinks, Countertops, Tabletops, Refrigerators
5	Clean and Refill	Dispensers (soap and paper towels)
<b>General entire building</b>		
1	Clean and Maintain	Custodial Closet and Stock Supplies
<b>Weekly Duties</b>		
<b>General - Entire Building</b>		
1	Wipe	Bullet Proof Glazed Window (dry cleaning cloth)
2	Clean and Polish	Doorplate, Kickplates, Door Handles, and Staircases
3	Dust	Desk, Tables, Cabinets, Windowsills, Shelves, Lamps, Partitions, Furniture
<b>Lift/Catwalk/Quartermaster storage room</b>		
1	Sweep, Mop, and Vacuum	Floors, Walkway, Hallways
2	Dusting	Desks, Tables, Cabinets, Shelves, and Furniture
3	Spot Cleaning	Handrails and Buttons
<b>Armory/Safes (To be completed during business hours ONLY)</b>		
1	Sweep, Mop, and Vacuum	Floors, Walkway, Hallways
2	Dusting	Desks, Tables, Cabinets, Shelves, and Furniture
<b>Monthly Duties</b>		
<b>Restrooms</b>		
1	Machine Scrub	Hard Surface Floors (use germicidal cleaners)
2	Clean, Disinfect, and Seal	Grout on Floor and Walls
<b>General - Entire Building</b>		
1	Vacuum / Mop	All Flooring
2	Dusting	Ventilations and Blinds
<b>Quarterly Duties</b>		
<b>General - Entire Building</b>		
1	Deep Floor Cleaning	Strip all resilient floors, wax and buff, and or apply approved non-buff floor finish
2	Clean and Wipe	All Baseboards
3	Exterior Cleaning	Windows and Frames

4

Wash

All Waste Baskets and Rubbish Containers

#### D. CUSTODIAL CLOSETS

1. Contractor shall keep all tools, equipment and supplies left on the job site in the janitor's storage closet/cabinet and not in any other part of the building. The janitor's closet/cabinet shall be kept in a neat and orderly manner at all times and shall become part of the regular building inspection.
2. 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 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.

#### E. SCHEDULES

1. Contractor shall provide the Building Coordinator with a Monthly Schedule to indicate the work anticipated to be performed each day. The initial Monthly Schedule shall be submitted to the Building Coordinator or designee *on the effective date of the Contract* and subsequent **Monthly Schedules shall be submitted on the first day of each month for the remainder of this Contract.**
2. Failure on the part of the Contractor to submit a Monthly Schedule to the Building Coordinator or designee on the first day of each month, as specified above, shall result in the deduction and forfeiture from payments due, or to become due, to the Contractor for all work required for completion during the period in which the Monthly Schedule was not received. This deduction and forfeiture of payment to the Contractor for failure to provide the Monthly Schedule by the first of each month may apply even if the work has been performed.

#### F. ALTERNATIVE WORK SCHEDULE

The performance of Janitorial Services are contingent upon the awarded Contractor, and his/her employee(s), receiving background investigation clearances prior to the effective date of the Contract. As it is Probation's policy to deny building access to all non-employees without escort, if background clearances are not received prior to the start of this Contract, the Contractor will be required to perform janitorial services during regular work hours (8:00 AM to 5:00 PM), Monday through Friday. Upon successful completion of background clearances, the Contractor shall then perform all daily janitorial services as described in this Contract between the hours of 6:00 PM and 6:00 AM, Monday through Friday.

#### G. REPORTING DEFICIENCIES

Contractor shall report any general maintenance deficiencies directly to the Building Coordinator, to include any plumbing problems and broken, or damaged, equipment. The Contractor shall give a full description of the priority needed for repair and take any necessary action to restrict access to the area, post the equipment or area as inoperative, turn off water, or other measures until repair personnel arrive.

#### H. SECURITY REQUIREMENTS

The County operates and provides services for the Probation Facilities. Contractors and their employees who perform services in these facilities will be required to pass a security screening process and to adhere to strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

Contractor personnel, who will be used to perform contracted services, will be required to pass a background check before receiving clearance to enter the facilities. Refer to Article 7 - Contractor Background Clearance (above), in regard to obtaining Probation Department security clearance.

**BACKGROUND APPOINTMENTS MUST BE SET-UP IN ADVANCE BEFORE STARTING REQUESTED WORK.**

All forms required shall be filled out thoroughly and accurately. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. When clearance is denied the County does not, nor is it obligated to, give reason why clearance has been denied.

Contractor acknowledges that Contractor employees who attempt to enter a secured facility, who have not passed the background check; who have falsified information on their forms; or who have outstanding warrants or warrants may be delayed and/or detained by Sheriff's personnel and/or Probation personnel. With the exception of demands related to the performance of the contract, Contractor and his employees will comply with all directions and orders issued by the Probation Department's personnel. (Issues relating to the performance of contracted services shall be at the direction of the Contract Contractor or Building Coordinator). In rare occurrences, workers may be asked to leave the facility prior to the completion of their work, or they may be detained within a facility until an incident is resolved.

1. Contractor shall ensure that:

- a) All vehicles parked on site shall always be locked and thoroughly secured.
- b) All tools and materials shall always remain in possession of the user and shall never be left unattended.
- c) All lost or misplaced tools shall be reported immediately to the security staff or escort personnel.
- d) All materials, especially those materials that could be used to inflict injury such as nails, wire, wood, etc. shall be continuously cleaned up and removed from the work site as work progresses.

2. Workers shall:

- a) Have no contact, either verbal or physical, with internees in the facility.

Specifically:

- b) Not give names or addresses to internees.
- c) Not receive any names or addresses from internees.
- d) Not disclose the identity of any internee to anyone outside the facility.
- e) Not give any materials to internees, especially cigarettes, matches, tools, etc.
- f) Be aware that failure to comply with these requirements is a criminal act and can result in prosecution.
- g) Plan their activities to minimize the number of times they must enter and exit a facility. i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- h) Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time.
- i) Be aware that if delay or cancellation is necessary, immediately contact the designated on-site Building Coordinator and/or the Site Supervisor.
- j) Report to the Control Desk or on-site Building Coordinator upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. Follow any special security requirements issued by the on-site Coordinator.
- k) Report to the Control Desk or the on-site site Building Coordinator when leaving the facility, either temporarily or at the end of the workday.
- l) Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site Building Coordinator.

m) Securely close and check all doors to ensure that they are tightly closed and locked.

I. 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).
- 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](http://www.ocwatersheds.com/documents/bmp/municipalactivities):
1. FF-2 Building Maintenance and Repair
  2. 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.
  3. 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
  4. 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 approval prior to implementation.
- E. 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.

J. ADDITIONAL WORK

1. Upon County request, Contractor shall submit supplemental proposals for Additional Work not

called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager’s written approval prior to commencing any additional work. Examples include but not limited to:

- a) Special clean-up after an event
  - b) Additional carpet cleaning
  - c) Additional floor waxing
  - d) Clean-up around the outside of the building
  - e) Additional cleaning of windows
  - f) Removal of large amounts of packing material
  - g) Clean up the water in a restroom from an overflowing sink/toilet
  - h) Install an additional toilet paper/paper towel dispenser
2. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
  3. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
  4. Upon completion of any additional work, whether by Contractor or an alternative source, County’s Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

**XI. FACILITY SPECIFICATIONS**

A. Facility Description:

LOCATION	TOTAL AREA (SQ. FT) TO BE CLEANED	AVERAGE NUMBER OF COUNTY EMPLOYEES	AVERAGE NUMBER OF CUSTOMERS PER DAY
PAO	147,636	500	87
SAC	70,400	45	200

**NOTE:** The preceding area measurements for the building(s) are provided solely for informational purposes. There may be minor variations due to relocation of partitions or other modifications. If Contractors require additional information, they may take any measurements desired at the job walk or by appointment.

B. Facility Operations:

LOCATION	BUSINESS OPERATION HOURS	JANITORIAL SERVICE HOURS
PAO	7:00 AM to 5:00 PM	Mon – Fri 5:30 PM to 12:00 AM
SAC	8:00 AM to 5:00 PM	Mon – Fri 5:00 PM to 10:00 PM

**ATTACHMENT B**

**PAYMENT AND COMPENSATION**

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

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

**TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: \$1,407,573.00**

<b>\$851,121</b>	<b>November 15, 2024 through and including November 14, 2025</b>
<b>\$556,452</b>	<b>November 15, 2025 through and including August 31, 2026</b>

**II. FEES AND CHARGES:** Payment shall be made in accordance with the provisions of this Contract.

A. Contractor's Cost Summary / Pricing

<b>PAO – CSS Portion</b> 1055 N. Main St, Santa Ana	<b>HOURS PER MONTH</b>	<b>HOURLY RATES</b>	<b>COST PER MONTH</b>
Daily Service Crew After Hours	399.88	\$36.60	\$27,180.99
Day Porter	121.8	\$28.15	\$6,367.53
<b>Total Monthly Cost</b>			<b>\$33,548.52</b>
<b>Additional Work Shall Not Exceed</b>			<b>\$10,000.00</b>

<b>PAO – Probation Portion</b> 1055 N. Main St, Santa Ana	<b>HOURS PER MONTH</b>	<b>HOURLY RATES</b>	<b>COST PER MONTH</b>
Daily Service Crew After Hours	742.65	\$36.60	\$14,635.61
Day Porter	226.20	\$28.15	\$3,428.67
<b>Total Monthly Cost</b>			<b>\$18,064.28</b>
<b>Additional Work Shall Not Exceed</b>			<b>\$10,000.00</b>

<b>SAC</b> 1700 E. St. Andrews Pl., Santa Ana	<b>HOURS PER MONTH</b>	<b>HOURLY RATES</b>	<b>COST PER MONTH</b>
Daily Service Crew After Hours	332.18	\$36.60	\$12,157.79
Day Porter	152.25	\$28.15	\$4,285.84
<b>Total Monthly Cost</b>			<b>\$16,443.63</b>
<b>Additional Work Shall Not Exceed</b>			<b>\$10,000.00</b>

**The total monthly cost is all-inclusive of Contractor’s travel time, mileage, materials/ supplies, insurance and all other charges for the provision of Janitorial Services set forth herein.**

B. Additional Work: Any additional services not listed in this Contract must be approved by the Building Coordinator or designee or County’s Project Manager in accordance with Attachment “A”, Section J.

**III. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been received. Payment will be net thirty (30) days after receipt of an invoice in a format stated below. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

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

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

**IV. PAYMENT - 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 e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department DPA.

**V. TAXPAYER ID NUMBER:** Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

**VI. INVOICING INSTRUCTIONS:** Contractor shall provide an invoice on Contractor’s letterhead for services rendered. Each invoice must have a unique number and will include the following information:

- A. Contractor’s name or DBA;
- B. Contractor’s address;
- C. Contractor’s remittance address (if different from line B);

- D. Contractor's Federal Taxpayer's ID number;
- E. Billed to the County of Orange or Orange County Probation Department;
- F. Delivery/Service Address
- G. Invoice number;
- H. Invoice date;
- I. Goods/services ordered date;
- J. Goods/services description; quantity, unit prices;
- K. Contract Number: **MA - 057- 25010715**;
- L. Requisition Numbers: **RX 1712831 and RX 1720869**
- M. Sales tax, if applicable;
- N. Freight/delivery charges, if applicable; and
- O. Total Invoice Amount.

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

**Invoice and support documentation shall be mailed to:**

COUNTY OF ORANGE  
PROBATION: ACCOUNTS PAYABLE  
PO BOX 10260  
SANTA ANA, CA 92711-0260

**Or emailed to [Prob-AP@prob.ocgov.com](mailto:Prob-AP@prob.ocgov.com) (Preferred)**

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

## VII. DEDUCTIONS

1. Pursuant to paragraph F.4 ("Deficient Performance") of Section I ("Scope of Work") of this Contract, the Building Coordinator shall inspect and judge the quality of Contractor's work against the Scope of Work requirements specified herein. **County reserves the right to deduct from the payments due, or to become due, to the Contractor for deficient or unsatisfactory performance, including lack or absence of performance during specified workdays in a month.**
2. The amount of deductions will be calculated as follows:
  - a. By deriving a percentage of the number of days associated with deficient or unsatisfactory performance, or lack or absence of performance, to the total number of workdays to be performed in a particular month; and
  - b. Multiplying that percentage by the monthly cost specified in paragraph II.A above.
3. The amount of deductions calculated shall be applied against the invoice submitted by Contractor for a particular month.