

Attachment D
MODEL CONTRACT MA-012-22011179

BETWEEN
COUNTY OF ORANGE, OC COMMUNITY RESOURCES, OC PARKS
AND
TEAM ONE MANAGEMENT
FOR
JANITORIAL SERVICES AT OC PARKS FACILITIES

This Contract **MA-012-22011179** for Janitorial Services at OC Parks Facilities, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks hereinafter referred to as “County” and **Team One Management**, with a place of business at 1806 Oak St., Santa Ana, CA, 92707 hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to 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 – Payment and Compensation

RECITALS

WHEREAS, County solicited Contract for Janitorial Services at OC Parks Facilities as set forth herein, and Contractor responded and represented that it is qualified to provide services to County as further set forth here; and

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

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent

or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities 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 commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities 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 commodities/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 commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/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 but not including 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 written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/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:** 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. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.
- Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by 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:

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

Required Coverage Forms

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

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

Required Endorsements

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

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.

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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 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 *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required By Written Contract*.

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

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

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

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

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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of 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 Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under 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 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 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 caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. *Intentionally Left Blank*
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing

work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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 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 Contract including, but not limited to, the costs of administering 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 agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to 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 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 County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** ~~This Contract shall commence on March 1, 2022, upon execution of all necessary signatures, and continue for three (3) months, unless otherwise terminated by County.~~

This Contract shall commence on June 1, 2022, upon Board approval, and continue through February 28, 2025, unless otherwise terminated by County. This Contract may be renewed for two (2) additional years, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Section K herein;
 - b. 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;
 - c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
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; 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:** 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. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business 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. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

9. **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.

10. **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 work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. **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 County of Orange assigned Deputy Purchasing Agent.

12. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

13. **Cooperative Contract:** 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 will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless 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. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract. Contractor shall be 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.

14. **Data – Title To:** All materials, documents, data or information obtained from 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 written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
15. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between 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.
16. **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 County Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent 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.
 - ii. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to 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 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 agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as affecting County’s right to terminate Contract for cause or termination for convenience as stated in section K herein.

17. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization’s policy of maintaining a drug-free workplace;

- iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. 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:
- i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of 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:
- i. Contractor has made false certification, or
 - ii. Contractor violates the certification by failing to carry out the requirements as noted above.
18. **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.

19. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
20. **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: Company Name: Team One Management
 Attn: Mike Akhavan
 Address: PO Box 203
 Lake Forest, CA 92609
 Telephone: 949-348-1446
 Email: mike@team1mgmt.com

~~County: OC Community Resources, OC Parks
 Attn: Griselda Castillo
 Address: 13042 Old Myford Rd
 Irvine, CA 92602
 Telephone: 714-599-2899
 Email: gisel.castillo@ocparks.com~~

County Contacts:

Division 1 - Foothill/Saddleback Operations Group
OC Community Resources, OC Parks
Attn: Griselda Castillo
Telephone: 714-599-2899
Email: grisel.castillo@ocparks.com

Division 2 - Coastal Operations Group
OC Community Resources, OC Parks
Attn: Scott Fegley
Telephone: 949-923-2289
Email: william.fegley@ocparks.com

Division 2 - East Orange/Mile Square Operations Group
OC Community Resources, OC Parks
Attn: Ev Mena
Telephone: 714-973-6681
Email: everardo.mena@ocparks.com

Division 2 - OC Zoo Operations Group
OC Community Resources, OC Parks
Attn: Donald Zeigler
Telephone: 714-973-6844
Email: donald.zeigler@ocparks.com

Division 3 - North/Central Operations Group
OC Community Resources, OC Parks
Attn: Chris Lorenzi
Telephone: 949-923-6863
Email: christopher.lorenzi@ocparks.com

Division 3 - Cultural Resources Operations Group
OC Community Resources, OC Parks
Attn: Dennis Shaffer
Telephone: 949-923-6756
Email: dennis.shaffer@ocparks.com

Division 3 - Cooper Archaeological and Paleontological Center
OC Community Resources, OC Parks
Attn: Justin Sikora

Telephone: 714-973-6660
 Email: justin.sikora@ocparks.com

Assigned DPA: County of Orange/OC Community Resources, Purchasing & Contract Services
 Attn: Helen Hernandez, DPA
 601 North Ross Street, 6th Floor
 Santa Ana, CA 92701
 Telephone: 949-923-3782
 Email: Helen.hernandez@occr.ocgov.com

21. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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 exhibits and attachments.
22. **Termination – Orderly:** After receipt of a termination notice from 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 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.
23. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
24. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
25. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
26. **Displaced Janitor Opportunity Act:** Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code, relating to employment is the Displaced Janitor Opportunity Act. The Displaced Janitor Opportunity Act applies to Contracts entered into on or after January 1, 2002.

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

The awarding authority shall notify a Contractor when a Contract has been terminated or will be terminated and shall indicate whether another service Contract will be awarded in its place and, if so, shall identify the name and address of the successor Contractor. The terminated Contractor shall, within three working days after receiving that notification, provide to the successor Contractor the name, date of hire, and job

classification of each employee employed at the site or sites covered by the terminated service Contract. If the terminated Contractor has not learned the identity of the successor Contractor, the terminated Contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor Contractor as soon as the successor Contractor has been selected. The requirements of this paragraph shall be equally applicable to all subcontractors of a terminated Contractor.

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

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

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

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

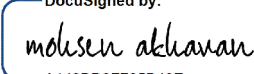
During the initial 60-day transition employment period, the successor Contractor shall not discharge any employee retained pursuant to this section without cause. At the end of the transition employment period, a successor Contractor shall provide a written performance evaluation to each employee. The successor Contractor shall offer the employee continued employment if the employee's performance during the transition period is satisfactory. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

Attachment D
SIGNATURE PAGE

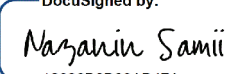
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

TEAM ONE MANAGEMENT*

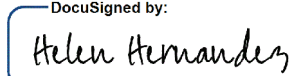
** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

DocuSigned by:  <small>A149BD9F725B40E...</small>	mohsen akhavan	CEO	2/28/2022
Signature	Name	Title	Date

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

DocuSigned by:  <small>12632B8B20AB47A...</small>	Nazanin Samii	CFO	2/28/2022
Signature	Name	Title	Date

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

DocuSigned by:  <small>A8B1E915810D4F4...</small>	Helen Hernandez	DPA, Operations Manager	2/28/2022
Signature	Name	Title	Date

Attachment D
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 OC Parks facilities 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 County Project Manager or his/her designee. **Contractor shall provide a mutual agreeable calendar to the County Project Manager or his/her designee for daily, weekly, bi-weekly, monthly, quarterly, semi-annual and annual service items within 10 days of the effective date of the Contract.** Contractor shall notify the County Project Manager or his/her designee of any deviation from the schedule.

II. DEFINITIONS

- A. County: The County of Orange.
- B. OC Community Resources or OCCR: Orange County Community Resources, an agency of the County of Orange.
- C. Orange County Parks or OC Parks: The department within Orange County Community Resources responsible for management and operation of County regional parks, beaches, and recreational areas.
- D. County Project Manager: The person or designee supervising the Contract located at each County Facility: This person will be administrating the Contract.
- E. Contractor: The individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with County to perform the work.
- F. Contractor Supervisor: The person designated by Contractor to oversee Contractor's employees in the performance of the work under this Contract.
- G. 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.
- H. Daily: All work to be performed Each day that services are scheduled. 7 days a week, Monday through Sunday.
- I. Weekly: Shall be per calendar week.
- J. Bi-Weekly: Every two Weeks. It shall be per calendar month regardless of the number of days in the month.
- K. 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.
- L. 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.
- M. 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.

- N. 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 annual contract period. 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.
- O. 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.
- P. 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.
- Q. Dirt: Particles of sand, soil, grit, pebbles, mud, dust, fuzz, tar, liquid stains, ashes, etc.
- R. Disinfect: To completely flood the fixture, floor, etc., with a germicidal disinfectant, to allow soaking, rinsing and cleaning as directed by manufacturer's instructions.
- S. 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.
- T. Carpet Cleaning: Shampooing carpets with the deep dirt extraction (steam cleaning) method per manufacturer's recommendations.
- U. Dust Mopping: Removing dirt and debris from floor surfaces by use of a dust mop.
- V. Easily Movable Items: Any furniture, waste receptacles, chairs, etc., that weigh 50 pounds or less or can be moved by one person.
- W. Emergency Clean-ups: Cleaning up water from roof leaks and plumbing leaks.
- X. 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.
- Y. 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.
- Z. High Glass: Glass walls, elevators and partitions with lower edge or upper edge that is at least six feet above the ground.
- AA. Neat/Clean: Orderly, tidy and free from dirt, stains, dust and debris.
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. Sealing (hard surface floors): After stripping and using a neutral cleaner, two coats of sealant are applied to protect and seal the floor surface.

- GG. Shower, Dressing Rooms: Shower and dressing rooms are located in some facilities throughout the County of Orange.
- HH. 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.
- II. 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.
- JJ. 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.
- KK. Sweeping: Removing all dirt and debris from floor surfaces by using a brush broom or dust mop.
- LL. Walk-Off Mats: Mats made of various materials that are located inside and outside building entrances and throughout the building.
- MM. 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.
- NN. 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).
- OO. 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 OF WORK

- A. The County 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 County 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. Service Checklists: County may require daily, weekly, bi-weekly, monthly, quarterly, semi-annual or annual checklists for services provided on a regular basis.

IV. SUSPENSION OF SERVICES

County may, with cause (building closed for repair, termite/pest treatment, response to disaster situation, emergency etc.) suspend, delay, interrupt, or otherwise temporarily stop the performance of any or all the work or services performed in accordance with this Contract Agreement by written notice to the Contractor. Contractor's monthly service fee shall be prorated during any such suspension of service where services shall be suspended, and the facility closed for seven or more consecutive calendar days.

County shall notify the Contractor at the earliest possible date that it is known that the facility shall be closed. If the reopening date is unknown at the time Contractor is notified of the closure, County shall endeavor to provide minimum of 48-hours' notice to the Contractor to resume services.

For each such suspension of services, the Contractor's actual cost to maintain staffing levels (where the personnel cannot reasonably be employed elsewhere by the Contractor) during the period in which services are suspended shall be calculated and the monthly fee shall be adjusted as appropriate up to a maximum of 30 days. If labor can be used elsewhere by the Contractor, then the monthly fee shall be divided by the number of days the facility is serviced during the month to determine the daily rate that shall be deducted from the invoice for each day service is suspended.

V. DEFICIENT PERFORMANCE

The County shall provide the Contractor with written notice of deficient performance. The Contractor shall remedy any such deficiencies on its next scheduled maintenance visit (following receipt of notification by the County either by phone, email or by fax) to the facility in question.

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 scheduled work days in a month. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the deficiency inspection record with associated calculation shall be furnished to the Contractor.

The Contractor shall have ten (10) calendar days to dispute a County claim of deficient performance. Contractor's notification shall be in writing and include Contractor's rationale in disputing the County's claim of deficient performance.

VI. BUILDING SECURITY

- A. 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.**
- B. Locks: All locks used for the Custodial Closet (Chase Way), restroom doors and toilet roll holders, must be County approved. Contractor must provide a spare set of keys to County.
- C. 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.
- D. 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.

- 2) Contractor shall be responsible for proper operation of the alarm system during and upon completion of Contractor's operations. **Failure to set alarm upon completion of services shall result in a deduction of \$100.00 per incident.**
- 3) **Contractor must notify and contact Facility Project Manager immediately by phone call or text message before leaving the site if unable to alarm the building or secure the facility due to malfunction of alarm system or facility assets i.e. (doors, locks, gates etc.)**

VII. 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. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace.
- D. **Identification:** All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. Contractor shall assure that every employee and Supervisor is in uniform when on-site at the assigned County location. Uniform clothing shall clearly identify the Contractor's name in a manner that is easily identifiable via a permanently affixed badge or monogram (and also includes employee's name/photograph, to be worn above the waist) and is to be furnished by the Contractor.
- E. **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.
- F. **Supervision:** Contractor shall provide a supervisor who shall be available at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor shall be able to communicate effectively in both written and oral English. The Contractor's supervisor shall also physically inspect all services sites on a monthly basis. The County Project Manager may request additional inspections by the contractor supervisor at select facilities as needed. i.e. inspections for major cleaning performed only once annually or semi-annually.
- G. **Training:** Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
- H. **Vehicles:** Contractor owned or leased vehicles to provide transportation and parking fees to meet the Contract specifications. All vehicles used to service facilities must have a company logo/information affixed to the passenger and driver side door of the vehicle.
- I. **Schedule:** Within the first 10 days 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 County Project Manager or his designee. Any deviation from this schedule must be approved by County Project Manager.
- J. **Change in Operating Hours:** Park/facility operation hours may change due to emergencies, with no penalty to the County. Contractor shall receive notification prior to the Park operation hours changing.

- K. **Holiday/Inclement Weather Makeup:** When a holiday falls on a scheduled workday the Contractor shall perform duties as requested on the next business day unless the facility requires daily service – 7 days a week. If the Contractor is unable to perform duties as requested due to inclement weather the Contractor shall perform services as requested the next clear business day.
- L. **Adjacent Properties:** Contractor shall not enter upon any adjacent property for the purpose of performing services required under this Contract unless Contractor has obtained written permission from the affected property owner.
- M. **Custodial Closets (Chase Way):** Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection. Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state fire marshal approved containers. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sink, whether porcelain or stainless steel is to be kept clean, and polished always.
- N. **Contractor's Employee Records:** Contractor shall maintain an accurate record showing the name of each employee, classification, actual hours worked, actual wages paid, and any benefits paid to each employee. Contractor shall maintain these records for a period of not less than three (3) years following from the date of final payment for Contractor's services.
- This record shall be subject to inspection by County and by State of California, Division of Labor Law Enforcement, or authorized representatives, in accordance with the provisions of Section 1776 of the Labor Code. Contractor agrees to permit County's Auditor-Controller, OCCR/OC Parks, or their authorized representatives, access during normal working hours to all books, accounts, records, reports, files and/or other papers or property of the Contractor for the purpose of auditing any aspect of performance under this Contract.
- O. **Report Damage:** Contractor shall immediately notify the County Project Manager of any significant damage / vandalism to facility assets and provide documentation (i.e. photographs) via text message, email or other written means. For emergencies, Contractor shall contact 911.
- P. **Report Hazardous Conditions:** Conditions that may be questionable or deemed Hazardous (i.e., such as burned-out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported by Contractor to the designated County Project Manager verbally and followed by written notification to County personnel with date of observation and action taken.
- Q. **Report Facility Maintenance Emergencies:** Contractor shall immediately notify the designated County Project Manager of maintenance emergencies such as leaking pipes, leaking fixtures, leaking roofs, water damage, sewage back-ups, stuck doors, stuck locks etc.

VIII. 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 County Project Manager and County 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 County Project Manager and County 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

Attachment D
sure areas are well ventilated. Caution signs shall be posted warning others of wet/slippery areas when applicable.

IX. 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.
- D. Underground utilities may exist in all areas to be serviced under this Contract.

X. 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.

XI. 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.

XII. 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.
- D. Personal Visitors: Contractor employees shall not bring or meet personal visitors (i.e., children, relatives, etc.) at the work site.

XIII. 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.

XIV. 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.

XV. ENVIRONMENTALLY PREFERABLE (GREEN) PRODUCTS AND PRODUCT 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/dfc
- All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

C. Biologically-based Cleaning and Degreasing Compounds.

- 1) 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.
- 2) 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/dfc
- All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

D. Disinfectants and Disinfecting Cleaners

- 1) 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.
- 2) Disinfectant cleaners are defined as liquid one-step cleaning and disinfecting products used in offices, schools, hospitals and retail settings. Disinfectant products covered under this document are also known as hard-surface disinfectants or low-level disinfectants, and serve to kill pathogenic microorganisms (bacteria, fungi) on hard non-porous surfaces. The County defines an environmentally preferable disinfectant or disinfecting cleaner as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:

- Environmentally Preferable Product Standards
- EcoLogo Standard CCD-146, www.ecologo.org/en/greenproducts/
- EPA Design for the Environment (DfE) Program, www.epa.gov/dfc

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

E. Carpet and Upholstery Cleaners

- 1) Carpet & upholstery cleaners include the following product types: carpet spot and stain removers, cleaners-carpet, fabrics and other woven materials. The County defines an environmentally preferable carpet and upholstery cleaners as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:
 - Environmentally Preferable Product Standards
 - EcoLogo Standard CCD-148, www.ecologo.org/en/greenproducts/
 - Green Seal GS-37, www.greenseal.org/
 - EPA Design for the Environment (DfE) Program, www.epa.gov/dfc
 - All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

F. Floor-Care Products

- 1) Floor-care products include the following product types: floor finish, neutralizers, restorers, sealers, strippers. The County defines an environmentally preferable floor-care product as one that is certified through one of the following agencies or has demonstrable evidence that it possesses the same attributes and standards of a certified product:
 - Environmentally Preferable Product Standards
 - 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/dfc
 - All products must comply with the standards set forth in the California Code of Regulations (Article 2 Section 94509, Title 17) and be California OSHA compliant.

G. Cleaning Chemical Certification

- 1) 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.
- 2) 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 County Project Manager or approved designee, along with any new MSDS. Noncompliant chemicals must be removed immediately from the building.

H. Paper Products

- 1) 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> Chlorine Free Products Association's Totally Chlorine-free (TCF) and/or Processed Chlorine-free (PCF) marks, <http://www.chlorinefreeproducts.org/>
- 2) 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
 - 3) Totally chlorine-free (TCF). This applies to virgin paper fiber that is unbleached or processed without chlorine or chlorine derivatives.
 - 4) 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.
 - 5) Elemental chlorine-free (ECF) paper fiber is bleached with chlorine derivatives that produce fewer dioxins than elemental chlorine.

I. Products Specifications

- 1) Contractor may utilize products of their choice with County approval which are equal to those stated:
 - Toilet tissue: White, 2 ply, facial quality non recycled, compact, reference Waxie Catalog number 850240 or Scott brand
 - Paper towels: White, 1 ply, C-fold, Envision, Pacific Blue or equal
 - Seat Covers: Waxie 851530 or equal
 - Hand soap: Non-abrasive, antibacterial; Waxie (Green) 380204 Foam or Waxie (Green) 380244 Liquid
 - 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: (1.4mil for office/kitchen size, 2.0 for large waste and rubbish containers)
 - Size: 2" x 8" x 24"
 - Size: 12" x 8" x 24"

- Size: 15" x 9" x 24" ^{Attachment D}
- Size: 15" x 9" x 33"
- Size: 16" x 14" x 37"
- Size: 23" x 10" x 40"
- Size: 23" x 17" x 48"
- Size: 23" x 7" x 48"
- Size: 24" x 24"
- Size: 30" x 37"
- Size: 40" x 46"

II. 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 all trash daily 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 must be removed and cleaned daily.
- N. Restrooms:
- 1) Dispensers – Shall be free of dust, dried-soil, and mold without causing damage. These surfaces shall appear visibly and uniformly clean, Disinfected and Polished to a streak-free shine. This shall include the elimination of soap, polish residue. Dispensers shall be refilled when required with proper expendable supply item and dispense properly.
 - 2) Hardware – Shall be free of dust, soil, mold and scale without causing damage. brightwork shall appear visibly and uniformly clean, Disinfected and Polished to a streak-free shine. This shall include the elimination of polish residue.
 - 3) Sinks – Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and Polished-dry. This shall include the elimination of streaks, embedded soil and film, and water spots.
 - 4) Mirrors – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, filmfree, and uniformly clean.
 - 5) Toilets, Toilet Seats, and Urinals – Shall be free of dust, bacteria, soil, organic matter, cleaner residue, and scale without causing damage. These fixtures shall appear visibly and uniformly clean, Disinfected, and Polished-dry. This shall include the elimination of streaks, film and water spots.
 - 5) Partitions – Shall be free of dust, soil, and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, Disinfected, and Polished-dry. This shall include the elimination of streaks and film.

6) Waste Containers – Contents shall be removed from the waste containers and can liner replaced. Inside and outside of the container shall be cleaned and Disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination streaks, foodstuff, and the presence of any offensive odor emitting from the container.

7) Walls and Doors – Shall be free of dust, soil, spots, and stains without causing damage. These surfaces shall appear visibly and uniformly clean and Disinfected. This shall include the elimination of film, streaks, and cleaner residue. Ceramic wall and wainscots, metal kick plates, handles and push plates on doors shall also be Polished-dry.

8) Floors and Baseboards – Shall be free of dust, soil, gum, stains and debris. Floors shall appear visibly and uniformly clean and Disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.

9) Air Vents – Shall be free of dust and soil without causing damage. This also pertains to the air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

10) Air fresheners – Shall be maintained to ensure continued fresh and pleasant-smelling facilities.

11) Shower & Stall Panels – Scrub all hard surface floors with a germicidal cleaner. Clean/Disinfect grout in ceramic tile floors and shower areas with a germicidal cleaner. This shall include, but not be limited to, removal of all discoloration and material build-up in/on grout and around fixtures. Once uniformly clean, seal ceramic tile floor areas (two (2) coats of sealer minimum).

12) Sharps medical waste needle disposal containers – Shall be removed and properly disposed of when three-fourths ($\frac{3}{4}$) full and replaced with a new container.

13) Outside Restrooms - Hose out P-Traps; Hose down/rinse the floors in all stalls. Contractor must be cautious and not wet the toilet tissue with the water; Clean/Disinfect/Polish all drinking fountains with a germicidal cleaner; Clean all chase ways; Pick up trash around exterior of restroom building; Spot clean/remove graffiti from doors, handles, windows, walls and partitions; Lock all restrooms when park closes.

O. Janitor Closets and Storerooms:

1) Shelves – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized neatly on shelves. All spray bottles must be labeled, and all spray cans must have tops to comply with safety regulations.

2) Janitor Carts – Shall be free of dust, dried soil, and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organize neatly.

3) Walls – Shall be free of dust, dried-soil, and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.

4) Utility Sinks – Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, and film and water spots. brightwork shall be cleaned, de-scaled and Polished.

5) Floors – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

P. Walls and Fixtures: Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film streaks and cleaner residue.

- Q. 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.
- R. 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 tied. 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.
- S. Waste Containers: Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container. Empty/clean/change liners for all the waste containers, including sanitary napkin receptacles per Occupational Safety and Health Administration (OSHA) regulation.
- T. 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.
- U. 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.
- V. 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.
- W. 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.
- X. Nature and Interpretive Exhibits: Damp Wipe identified fossils with approved solution and dry with a clean, soft cloth. Clean and disinfect phone handset, particularly the earpiece part. Use duster or vacuum to remove the dust. Do not use any cleaning products or water to clean or Dust the bronze pieces, plaques and animal exhibits.
- Y. Clean and Polish Other Interior Glass. Trophy/display cases, directory boards and other interior glass/plexi-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. Use caution not to scratch plexi-glass when cleaning.
- Z. 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.
- AA. Clean Elevators (if applicable): 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.

- BB. Facility Entryways and Patios: Sweep all sidewalks and the entryway at the front; remove all trash, gum and debris (leaf litter and small branches can be very heavy during the fall season); Empty all waste receptacles and replace liners; hose down sidewalks removing all animal droppings and stains; sweep excess water on walkways after hosing, scrape and clean up gum spots off walkways, ramp(s) and landing. Clean and Sanitize hand wash station(s), clean and Sanitize all waste receptacles and lids.
- CC. 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.
- DD. Clean Stairwells: Rails and walls shall be free of dust and dried-soil without causing damage. These surfaces shall appear visibly and uniformly clean and Disinfected. This shall include the elimination of film, streaks, standing water, cleaner residue, or film. Steps and landings shall be free of dust, dried soil, gum, stains, and debris. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.
- EE. 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.
- FF. 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.
- GG. Spot Clean Carpets: Contractor shall immediately spot clean or shampoo carpets that are stained over an area of two square feet or less.
- HH. 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.)
- II. 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.
- JJ. 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.
- KK. Dust Blinds, Windowsills and Draperies: All blinds, windowsills and draperies shall be cleaned to be free of dust, lint and spider webs.
- LL. 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.

- MM. 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.
- NN. Septic Tanks: Specified locations are on septic systems. All products shall be septic safe and meet septic system manufacturer guidelines for cleaning products.
- OO. Graffiti removal: Contractor shall make every attempt to remove non-etched graffiti and stickers as discovered or reported. If graffiti cannot be removed, Contractor shall report it to County. Contractor is responsible for the removal of all interior graffiti.
- PP. 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
- QQ. Battery Replacement Fill and replace batteries for soap and anti-bacteria dispensers.

III. EXTRA WORK

County at times may require additional, non-reoccurring work not currently part of the scope of work. When additional services are required, County personal shall request a proposal of hours from Contractor. Then as it applies to Extra Work, Contractor shall then invoice at the hourly rates as

specified within Attachment B:

Prior to performing any Extra Work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete. **The county project manager must first submit a requisition and receive approval from purchasing that funds are available before authorizing extra work.**

No Extra Work Shall Commence Without the Written Authorization from County.

When approved work is requested not under the fixed price portion of the scope of work, including, but not limited to additional work, and any similar type of work not stated elsewhere in this scope of work. County reserves the right to use alternative sources for completion of work, other than basic services, to obtain competitive proposals for additional services.

If County authorizes work by an alternate source or authorizes Contractor subcontract the work; Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period. In such cases Contract may be adjusted accordingly. Contractor shall continue to provide services covered under this Contract that is not affected by work provided by an alternate source. Contractor shall respond immediately to all County requests for emergency situations.

IV. 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.

V. LOCATIONS - VARIOUS COUNTY BUILDINGS AND CLEANING REQUIREMENTS (as applicable for each facility and subject to the direction of County project manager for each facility)**A. Restrooms, Showers, and Stall Panels****Daily**

- 1) Clean and refill all dispensers, soap, paper towels, toilet tissues, sanitary napkins, paper cups, and toilet seat cover. Leave ample supplies until next servicing.
- 2) Clean, Disinfect and deodorize all surfaces (to include underneath) of toilets, urinals, wash bowls, sanitary napkins dispensers, and lavatory tops with a germicidal cleaner and/or acid base chemical able to remove any water deposits or stains.
- 3) Clean and Polish glass, mirrors, soap, and paper towel dispensers.

4) Sweep/spot clean/Mop floors with a clean mop head with a neutral disinfectant cleaner/deodorizer (EPA registered, hospital grade germicide for disinfecting and cleaning which complies with OSHA's blood borne pathogen standard for disinfecting surfaces soiled with blood or other potentially infectious bodily fluids), ensuring the flooring surrounding the drain has been cleaned thoroughly. Contractor shall post wet floor signs when mopping or scrubbing floors.

5) Thoroughly clean and Mop up pools of fluids on the floor. Disinfect all shower rooms, dressing rooms, floors, walls and fixtures with a germicidal cleaner.

6) Add water and Disinfectant to all floor drains.

7) Empty/clean/change liners for all of the waste containers, including sanitary napkin receptacles.

8) Clear common toilet stoppages with plunger.

9) Disinfect all doors, handles, windows, and walls.

10) Clean/Disinfect/Polish all drinking fountains with a germicidal cleaner.

11)Hose out P-Traps.

12) Clean/Disinfect the floors in all stalls. Contractor must be cautious and not wet the toilet tissue with the water.

13) Clean/Disinfect/Polish all drinking fountains with a germicidal cleaner.

14) Clean all chase ways.

15) Pick up trash around exterior of restroom building.

16) Clean/Disinfect /remove graffiti from doors, handles, windows, walls and partitions.

17) Dust and wipe down all wood trim.

18) Clean/Disinfect /Polish all soap dishes, showerheads, and towel dispensers.

19) Disinfect all shower curtains, shower rooms, dressing rooms, floors, walls and fixtures with a germicidal cleaner. Curtain and tile must be free from soap scum, calcium, hard water stains and rust.

20) Wash all ceramic tile walls including grout.

21) Lock all public restrooms when park closes.

Weekly:

1) Clean and Damp Wipe the walls around the plumbing fixtures, toilet compartment partitions, partition doors, benches, and door hardware with an approved germicidal cleaner.

2) Damp Wipe interior walls and ceilings to remove markings and cobwebs. All comers and baseboards must be included.

3) Hose out all restroom trash containers.

4) Outside Restroom for Public Use - Hose down exterior walls to remove dust and dirt. Contractor must be cautious and not wet the toilet tissue with the water.

Bi-Weekly:

- 1) Damp Wipe all light fixtures.
- 2) Outside Restroom for Public Use: Damp Wipe all light fixtures and air vents.

Monthly:

- 1) Scrub all hard surface floors with a germicidal cleaner.
- 2) Clean/Disinfect grout in ceramic tile floors and shower areas with a germicidal cleaner.
- 3) This shall include, but not be limited to, removal of all discoloration and material build-up in/on grout and around fixtures.
- 4) Deep clean ceramic tile floor areas including grout. Seal as needed.

Quarterly:

- 1) Machine scrub concrete inside and outside concrete with light buffing pad. Disinfect with Simple Green. This shall include, but not limited to, removal of all discoloration and material build up in/on grout and around fixtures. Seal all concrete floors with a minimum of two (2) coats sealer.
- 2) Clean vents, including removal of vent plate and brushing and vacuuming around and into duct.

B. Facility Entryways and Patios:

Daily:

- 1) Sweep all sidewalks, hardscape, handwash stations, walkways, ramp, landings, and entryways clean out all cobwebs.
- 2) Remove all trash and debris.
- 3) Empty all waste receptables and replace liners.
- 4) Hose down sidewalks on an as needed basis.
- 5) Clean and Sanitize hand wash station(s).
- 6) Clean and Sanitize all waste receptacles and cover lids.
- 7) Clean/Disinfect/Polish all drinking fountains with a germicidal cleaner.

Weekly:

- 1) Hose and scrub walkways on Fridays.
- 2) Sweep excess water on walkways after hosing.
- 3) Scrape and clean up gum spots on the walkways.
- 4) Clean the inside of the waste receptacles.

C. Nature/Interpretive Centers:

Daily:

- 1) Clean all glass surfaces inside and out at entrance doors, interior glass partitions, upper and lower glass of fossil lab enclosure, including sills with glass cleaner.
- 2) Clean all exterior Plexiglass and interior Plexiglass surfaces of open-air exhibits, enclosing displays with a special non-abrasive Plexiglass cleaner and a soft cloth. Plexiglass cleaner to be

approved by County Project Manager.

- 3) Wipe down all text on displays with a slightly moist soft cloth.
- 4) Sweep and mop all tile floors with an approved germicidal cleaner.
- 5) Dust and Clean all office desks, furniture, and equipment, being careful not to disturb papers left on desks.
- 6) Spot clean walls, especially around light switches, door frames, doorknobs, baseboards, and door kick plates.
- 7) Dust, Sweep, and remove all cobwebs on windowsills, walls and corner spaces.
- 8) Sweep all concrete floor areas prior to mopping with a sweeping compound.
- 9) Empty all waste baskets and trash containers remove all trash. Change liners which are soiled or torn. Empty trash cans on patio and employee parking lot.
- 10) Shake out all entry rugs.
- 11) Clean and polish drinking fountain and tile display.
- 12) Clean outside all entrance and exit areas and clean ash trays and sand urns.
- 13) Remove all graffiti.
- 14) Vacuum all carpeted floors and entry rugs and remove any spots.
- 15) Clean and mop all concrete and tile floors.
- 16) Detail sweep all areas.
- 17) Clean all areas soiled by spills.
- 18) Dust all interpretive displays.

Weekly:

- 1) Clean all interior and exterior windows (ladder may be required).
- 2) Windowsills and frames must be wiped clean of all debris or spotting caused by window cleaning.

****For Nix Nature Center:**

- 1) Portal 1 - Wipe fossils on window with a clean, damp cloth. Clean channel next to large rock outcropping. Clean exhibits (The Peaks of Saddleback, Carving of a Landscape, and The Sacred Peaks) with a clean, damp cloth using liquid dish soap. Rinse with clear water and a clean cloth. Wipe dry with a clean dry cloth. Discover Station – clean bench and fossils with a clean, damp cloth.
- 2) Portal 2 – Wipe the top of the Spirit Animal exhibit using a clean cloth dampened with a light dish soap. Rinse with a clean cloth and clear water, and dry with a clean, soft cloth. Clean the handset, including the earpiece. Dust the images on the tree trunks with a duster or clean, soft cloth.

3) Portal 3 – Wipe Flip book pages with clean, damp cloth and mild sap. Rinse with clear water and clean, soft cloth. Dry with a clean, soft cloth. Use duster or hand vacuum to remove the dust from the rocks on both sides of the Cave Mural.

4) Full Circle Mural – Dust the edges under the ox cartwheel and other sections that gather dust. Do not use any cleaning products or water to clean or dust the bronze pieces, two plaques and a hawk. Clean with a clean, soft cloth.

Monthly:

1) Remove all dead insects from open air exhibits.

**For Nix Nature Center:

1) Protect all vinyl and photographic materials on windows and doors.

2) Clean all stainless-steel items in exhibits – Wilderness Mosaic outside exhibit, Portal 1 plaque holders, naming opportunity plaques throughout the center with Simple Green Stainless-steel cleaner or approved equal with a soft cloth.

3) Polish all maple display cabinets with furniture polish and wipe off excess polish.

4) Clean outside dedication plaque with mild cleaner or plain water and soft cloth.

5) Clean a Full View with turning wheels with dish soap and warm water using a soft cloth, rinse with clear water and a soft, clean cloth.

D. Other Building and Service Areas:

Daily:

1) Sweep floors in all building areas with dustless sweeping cloths to remove dirt, paper clips, staples, rubber bands, and other foreign objects from traffic areas and from around furniture.

2) Clean and mop all non-carpet floors including restrooms with a neutral disinfectant cleaner/deodorizer (EPA registered, hospital grade germicide for disinfecting and cleaning which complies with OSHA's blood borne pathogen standard for disinfecting surfaces soiled with blood or other potentially infectious bodily fluids). Note: All areas around base of toilets, urinals, in corners, along edges, under sinks, receptacles, around partition legs and vanity shall be thoroughly cleaned. The Contractor shall post wet floor signs when mopping or scrubbing floors.

3) Spot clean all windows and doors inside and out, including metal.

4) Empty all wastebaskets/trash receptacles, change liners if soiled or torn.

5) Clean around rubbish disposal area.

6) Clean tabletops, counters and sink in employee kitchen/lunchroom.

7) All conference/meetings rooms shall be dusted, and tables wiped down.

8) Clean all fixtures - water closets, urinals, washbasins, waste receptacles and dispensers with a neutral disinfectant cleaner/deodorizer or acid base chemical able to remove any water deposits or stains. Polish work fixtures to a bright finish.

9) Clean and refill soap, towel, toilet tissue, and toilet seat cover dispensers. Sufficient extra supplies shall be provided (left on facility grounds) to last until next servicing.

10) Unstop common toilet stoppages with plunger.

11) Clean locker room and break room facilities to the same standard as main office building.

12) Remove all graffiti/vandalism.

Weekly:

1) Clean all areas soiled by spills.

2) Clean all tabletops and counters to remove spillage, finger marks, and other foreign residue throughout building.

3) Remove marks and spots from resilient floors in corridors and traffic lanes. Mop with neutral cleaner all resilient tiles.

4) Brush and clean ceiling vents and grills, including removal of vent plate and vacuuming around and into duct.

5) Remove all cobwebs throughout building.

6) Clean baseboards, moldings and kick plates.

7) Sweep all areas with dustless sweeping cloths.

8) Spot clean all windows and doors inside and out, including metal.

9) Clean the outside surfaces of the appliances.

10) Remove marks and spots from resilient floors in corridors and traffic lanes. Mop with neutral cleaner all resilient tiles.

11) Brush and clean ceiling vents and grills, including removal of vent plate and vacuuming around and into duct.

12) Clean all ceiling light fixtures and dust off all flat partition light fixtures located on top of partitions.

Bi-Weekly:

1) Dust desks, chairs, tables, telephones, file cabinets, windowsills, shelves, lamps, and other office furniture, partitions, ledges, and partition frames.

2) Spot clean walls and partitions, including partition glass.

3) Clean kick marks, finger marks, and other spots from doors, door facings, walls, woodwork, appliances and staircases.

Monthly:

1) Remove spots and marks from all resilient floors.

- 2) Dust bookcases and bookshelves.
- 3) Clean and organize tool and supply shed.
- 4) Remove and clean covers of flat partition lights. Remove any debris inside of light fixtures.
- 5) Remove all cobwebs and debris from interior and exterior windowsills.
- 6) Clean all interior and exterior windowpanes with approved window cleaner.
- 7) Windows shall be dried using squeegees to eliminate streaking, and windowpanes shall be free of all spots after cleaning.
- 8) Wash/clean all interior and exterior windows, to include cleaning of sills and screens. All window screens shall be removed, cleaned and completely dry before reinstalling.
- 9) Leave no puddles of water or window cleaner around windowsills, baseboards, or flooring.
- 10) Prevent window cleaner from contacting nature/interpretive displays as well as equipment/paperwork in office(s). Contractor shall provide protective coverings while cleaning windows.

Quarterly:

- 1) Wash all waste baskets and rubbish containers, wipe down, and replace plastic liners. Replace liners more frequently if soiled or damaged.
- 2) Clean and Disinfect all telephone and door hardware.
- 3) Clean and Polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
- 4) Vacuum upholstered furniture and wipe clean all metal and wood furniture.
- 5) Brush and Clean ceiling vents and grills, door, wall, and partition surfaces and door vents, remove grill to clean inside vents.
- 6) Dust venetian blinds.
- 7) Remove spots and marks from all resilient floors.
- 8) Dust bookcases and bookshelves.
- 9) Spot clean fabric covered chairs and furniture.
- 10) Remove and clean covers of flat partition lights. Remove any debris inside of light fixtures.

Semi-Annually:

- 1) Strip all resilient floors, wax and buff (or apply approved non-buff floor finish).
- 2) Wash all plastic covered furniture.

Annually:

- 1) Clean and polish all wood, metal, Formica-type furniture, counters, and partitions
- 2) Spot clean and shampoo fabric covered chairs and furniture and remove with a vacuum extractor.
- 3) Vacuum and wash venetian blinds.
- 4) Clean and polish all wood, metal, Formica-type furniture, counters, and partitions.
- 5) Vacuum all drapes.

VI. DAY PORTER

- A. Some locations may 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 County 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 County Project Manager at the beginning and end of each shift.
 - 3) The County 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 County 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 County 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 County 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 County Project Manager. For immediate health and safety hazards, Day Porter should take immediate action, with or without direction from the County 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 County 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.

VII. 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.

VIII. SERVICE LOCATIONS, FACILITIES, AND CLEANING FREQUENCIES

Note: Contractor to Evaluate and Determine Appropriate Number of Hours and Staffing to Accomplish Scope of Work at Each Facility. This Contract is Performance Based.

A. DIVISION 1: FOOTHILL/SADDLEBACK OPERATIONS GROUP

1) O’Neill Regional Park: 30892 Trabuco Canyon Rd., Trabuco Canyon, CA 92678

Areas of Work - The following buildings are included in this scope:

- Public Restroom Buildings Eagle Grove 1, Eagle Grove 2, Eagle Grove 3, Arroyo 1, Arroyo 2, Arroyo 3, Hickey Creek, Oak Grove 1, Oak Grove 2, Featherly, Mesa 1, Mesa 2, Mesa 3.
 - Each restroom building has various stalls including showers. (121 total public restroom stalls including urinal stations and 37 shower stalls) Total Count = 158.

Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<i>Spring/Summer Season</i> Recommended Minimum Service Hours March 1st through September 30th	7:00 AM-3:00 PM First Worker 11:30 AM – 7:30 PM Second Worker	7:00 AM-3:00 PM First Worker 11:30 AM – 7:30 PM Second Worker	No Service	No Service	7:00 AM-3:00 PM First Worker 11:30 AM – 7:30 PM Second Worker	7:00 AM-3:00 PM First Worker 11:30 AM – 7:30 PM Second Worker	7:00 AM-3:00 PM First Worker 11:30 AM – 7:30 PM Second Worker
<i>Fall/Winter Season</i> Recommended Minimum of Service Hours October 1 st through February 28 th	7:00 AM-3:00 PM First Worker 10:00 AM – 6:00 PM Second Worker	7:00 AM-3:00 PM First Worker 10:00 AM – 6:00 PM Second Worker	No Service	No Service	7:00 AM-3:00 PM First Worker 10:00 AM – 6:00 PM Second Worker	7:00 AM-3:00 PM First Worker 10:00 AM – 6:00 PM Second Worker	7:00 AM-3:00 PM First Worker 10:00 AM – 6:00 PM Second Worker
Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Recommended Minimum of Service Hours	16	16	n/a	n/a	16	16	16
AREA OF SERVICE		QUANTITY		FREQUENCY OF SERVICE			

Restrooms: Inside # of restroom stalls Outside # of restroom stalls	13 Restrooms 121 Stalls	4 x per day 5 days/week
Showers/Shower Panels	37	4 x per day 5 days/week
Dumpsters	Provided	
Janitorial/Custodial Closet	Provided – Oak Grove #1 Chase-way	

2) Caspers Wilderness Park: 33401 Ortega Hwy, PO Box 395, San Juan Capistrano, CA 92675

Areas of Work - The following buildings are included in this scope:

- o Park Office: Approx. 779 Sq. Ft.
- o Visitor Center: Approx. 1,671 Sq. Ft.
- o Maintenance Building: Approx. 1,149 Sq. Ft.
- o Entrance Booth

AREA OF SERVICE	SERVICE DESCRIPTION	FREQUENCY OF SERVICE
Park Office	Window Washing	Once a month
Visitor Center	Window Washing	Once a month
Maintenance Building	Window Washing	Once a month
Entrance Booth	Window Washing	Once a month
Park Office/Maintenance Building	Stripping of floors	Once a year
Park Office	Shampoo Carpet	Once a year
Dumpsters	Provided	
Janitorial / Custodial Storage	Provided	

Additional Services: When a conference or special event is taking place, the contractor will be notified and the services may be delayed until after the conclusion of the event, or additional staffing and/or longer hours will be required to ensure sufficiently cleaned/sanitized restrooms.

3) Riley Wilderness Park: 30952 Oso Parkway, Coto De Caza, CA 92679

Area of Work - The following buildings are included in this scope:

- o Park Office: Approx. 1440 Sq. Ft.

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
Park Office	Detailed floor cleaning, strip and apply several coats of wax, window washing	Once a year
Dumpsters	Provided	
Janitorial/Custodial Storage	Provided	

B. DIVISION 2: COASTAL OPERATIONS GROUP

1) Upper Newport Bay – Muth Interpretive Center: 2301 University Drive Newport Beach, CA 92660

- Service Days: Monday-Sunday (Seven Days a Week)
- Service Time- After 4PM*
- *Close the parking lot entry gate within 1 hour of sunset. Sunset can fall anywhere from 4:45PM in February to 8PM in July
- *The facility may be used for after-hours events. Janitorial supervisor will be notified to adjust staff hours later in the evening to accommodate events.
- 10,000 Sq. Ft. Exhibit Hall, Public Restrooms, Classroom, Library, Offices and Staff Restroom/Shower.
- Public Restrooms Men: 3 Urinals 2 Toilets 3 Sinks – Women: 6 Toilets 3 Sinks
- 2 Drinking Fountains, 3 additional sinks in the Classroom.
- Kitchen with 1 Sink.
- Staff Restroom 1 Toilet 1 Sink
- Staff shower
- Dumpster Onsite
- Janitorial Closet provided

2) Newport Harbor Patrol: 1901 Bayside Dr Newport Beach, CA 92625

- Service Days: Monday-Sunday (Seven Days a Week)
- Service Time: 8 PM
- Main Office 6200 Sq. Ft. 48 Windows 4 interior restrooms, locker room
- 4 exterior public restroom toilets, 2 indoor showers, 2 sinks
- Outdoor shower, two sinks
- Dumpster Onsite
- Janitorial Closet Provided

3) Sunset Harbor Patrol: 2901 Edinger Ave Huntington Beach, CA 92649

- Service Monday-Sunday (Seven Days a Week)
- Service Time 10 PM
- 500 Sq. Ft. 2 restrooms 2 showers 1 locker room 9 windows
- Dumpster Onsite
- Janitorial Closet provided

4) Harriet Wieder Regional Park: 19251 Seapoint St Huntington Beach, CA 92648

- Service Days: Monday-Sunday (Seven Days a Week)
- Min Service Hours per visit: 1 hour
- Service times: Sunset*
- Clean restrooms then close and lock restrooms and access gate within 1 hour of sunset.
- *Sunset can fall anywhere from 4:45PM in February to 8PM in July.
- 2 Toilets, 1 Sink, 1 Drinking fountain
- Trash to be removed and disposed offsite.
- Janitorial closet provided.

5) Talbert Regional Park: 1298 Victoria Ave Costa Mesa, CA 92627

- Service Days: Monday-Sunday (Seven Days a Week)
- Service Time: Sunset*
- Min Service Hours per visit: 1 hour
- Clean restrooms then close and lock restrooms and access gate within 1 hour of sunset.
- *Sunset can fall anywhere from 4:45PM in February to 8PM in July.
- 2 Toilets, 2 Sinks, 1 Drinking Fountain
- Dumpster Onsite
- Janitorial closet provided.

6) Dana Point Harbor and Harbor Patrol:

- **34451 Ensenada Place Dana Point, CA 92629 &**
- **25005 Dana Dr., Dana Point, CA 92629**

The following buildings are included in this scope:

- A. Dana Point Harbor (34451 Ensenada Pl., Dana Point, CA 92629)
 - 4 restroom buildings (“6-pack”, Baby Beach, Boat House, Under-office)
 - 24 stalls (toilets, sinks, urinals, outdoor showers, drinking fountains)
- B. Cove Room
 - 2,400 sq. ft (events room, kitchen, men’s and women’s restroom, windows, patio doors with windows) Janitorial Closet provided
- C. Pilot House/ Office ▪ 800 Square foot office, classroom, windows, and kitchenette
- D. Boat House
 - 1,000 sq. ft (2 classrooms, office area)
- E. Harbor Patrol Building (25005 Dana Dr., Dana Point, CA 92629)
 - 1,500 sq. ft two-story office (restrooms, offices, reception area, showers, gym, kitchen)

Area Of Service	Quantity	Frequency of Service
Dana Point Harbor	24 Stalls and urinals	2X per day/ 7 days a week
Dana Point Harbor – Cove Room	2,400 sq. ft	1X per day/ 7 days a week
Dana Point Harbor – Pilot House/Office	800 sq. ft	1X per day/ 7 days a week
Dana Point Harbor – Boat House	1,000 sq. ft	1X per day/ 7 days a week
Dana Point Harbor – Harbor Patrol Building	1,500 sq. ft	1X per day/ 7 days a week

C. DIVISION 2: EAST ORANGE/MILE SQUARE OPERATIONS GROUP

1) Irvine Regional Park: 1 Irvine Park Rd. Orange, CA 92869

Area of Service

The following buildings are included in this scope:

- Park Office:
 - 700 Sq. Ft. office
 - 2 restrooms
 - 1 kitchen
- Regional Trails Office:
 - 1000 Sq. Ft.
 - 2 restrooms
- Nature Center:
 - Approx. 1500 Sq. Ft.
 - 25 Exhibits
- Bandshell

- 2 restrooms

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
Park Office	700 Sq. Ft.	7 days/week/ end of day
Nature Center	1500 Sq. Ft.	2 days/week, Mondays and Thursdays
Regional Trails Office	1000 Sq. Ft.	1 days/week
Bandshell	300 Sq. Ft.	2 days/week, Mondays and Thursdays
Maintenance Yard Restrooms	900 Sq. Ft.	7 days/week/ end of day
Maintenance Yard Breakroom	350 Sq. Ft.	7 days/week/ end of day
Dumpsters	Provided	
Custodial Closet	Not Provided	

2) Mile Square Regional Park: 16801 Euclid Ave. Fountain Valley, CA 92708

Areas of Work

The following buildings are included in this scope:

- Freedom Hall:
 - 10,000 Sq. Ft. multi-purpose facility
 - 2 restrooms
 - 1 kitchen

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
Freedom Hall	10,000 Sq. Ft.	1x two days per week and on-call as needed
Dumpsters	Provided	
Janitorial/Custodial Storage	Provided	

Additional Notes: On some days, the park hosts after hours special events and experiences busy holidays. When a special event or holiday is taking place, the contractor will be notified and the services may be delayed until after the conclusion of the event, or additional staffing and/or longer hours will be required to ensure sufficiently cleaned/sanitized restrooms.

3) Santiago Oaks Regional Park: 2145 N. Windes Rd. Orange, CA 92869

Areas of Work

The following buildings are included in this scope:

- Park Office Public Restrooms
 - 2 individual stalls (4 total restroom stalls)
- Park Office:
 - Approx. 2300 Sq. Ft.
 - 2 restrooms, 1 kitchen
 - Conference room, brides' room
- Nature Center:
 - Approx. 800 Sq. Ft.
 - 1 kitchen, 1 restroom, 1 office
 - 15 displays
- Nature Center Conference Room:
 - Approx. 800 Sq. Ft.

- 1 restroom
- Upper Public Restroom building
 - 6 individual stalls
- Guest House (upstairs)
 - 250 Sq. Ft.
 - 1 restroom

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
Park Office Public Restrooms	3 stalls / 1 urinal	1x per day weekday / 2x per day on weekends
Park Office / Conference Room	Approx. 2000 Sq. Ft.	1x per day / 7 days per week
Nature Center / Conference Room	1600 Sq. Ft.	2x per week
Upper Public Restroom Building	6 stalls	1x per day weekday / 2x per day on weekends
Guest House	250 Sq. Ft.	1x per month
Dumpsters	Provided	
Janitorial / Custodial Storage	Provided	
Additional Services: On weekends in Spring, Summer and Fall, the park hosts weddings and special events. When a wedding or special event is taking place, the contractor will be notified and the services may be delayed until after the conclusion of the event, or additional staffing and/or longer hours will be required to ensure sufficiently cleaned/sanitized restrooms.		

D. DIVISION 2: OC ZOO OPERATIONS GROUP

1. OC Zoo/Soda Fountain Pavilion: 1 Irvine Park Road, Orange, CA 92869 (Located Inside Irvine Regional Park)

Areas of Work:

The following buildings are included in this scope:

- Public Restroom Building (Daily: Start at 7:30am -Completed by 10am)
 - Women restroom has 4 stalls and 2 sinks
 - Men restroom has 2 stalls, 2 urinals and 2 sinks
 - Unisex/Family has 1 stall and 1 sink
- Main Building (Daily: Start at 7:30am -Completed by 10am):
 - 4 Offices
 - 2 restrooms
 - 1 Education room
- Ticket Booth/Keep Stock Room (Daily: Start at 7:30am -Completed by 10am):
 - Entrance Plaza in front of ticket booth
 - Inside ticket booth (small carpet area)
 - Keep stock room – contractor supply rack
- Public Plaza & Walkways (Daily: Start at 7:30am -Completed by 10am):
 - Public Plaza around main entrance and public restroom
 - Walkways throughout the zoo
 - 6 handwash stations

- 1 water drinking fountain
- Staff Breakroom Trailer (Daily: Start after other areas are clean):
 - 1 restroom
 - men’s locker room
 - women’s locker room
 - 1 large breakroom with sink
- Animal Hospital (Twice a week Wednesday and Saturday):
 - 1 necropsy room
 - 1 X-ray room
 - 1 treatment room
 - 1 surgery room
- Soda Fountain Pavilion:
 - Approx. 2500 Sq. Ft.
 - 1 Kitchen
 - 1 Large Conference Room
 - Men’s and Women’s Restrooms (3 stalls, 1 urinal)

AREA OF SERVICE	SERVICE YES OR NO	QUANTITY	FREQUENCY OF SERVICE
Main Office, Education Room	Yes	1	Daily: Start at 7:30am Completed by 10am
Ticket Booth/Keep Stock Room	Yes	1	Daily: Start at 7:30am Completed by 10am
Staff Breakroom Trailer	Yes	1	Daily: Start after other areas are clean.
Animal Care Hospital/ Necropsy Room	Yes	1	Twice a week Wednesday and Saturday
Public Plaza – Walkway	Yes	Throughout Zoo	Daily: Start at 7:30am Completed by 10am
1 Water Fountain & 5 Handwash Stations	Yes	6	Daily: Start at 7:30am Completed by 10am
Restrooms: Restrooms stalls at entrance Restrooms stalls main office	Yes	9 2	Daily: Start at 7:30 am Completed by 10 am
Locker Rooms- Men’s /Women’s in Trailer	Yes	2	Daily: Start after other areas are clean.
Showers/Shower Panels	Yes	1	Daily
Soda Fountain Pavilion Restroom stalls at SFP	Yes	1 4	3 Days/Week Monday, Wednesday, and Friday
Exhibits	No		
Bookcases/Bookshelves	Yes	3	Daily
Windows	Yes	20	Weekly
Carpet (square feet_2500 for Soda Fountain Pavilion)	Yes		
Vinyl/Title Flooring	Yes	4 buildings	Daily
Day Porter Service Public	Yes	3	Twice Daily

Restrooms							
Dumpsters	Provided						
Janitorial/Custodial Closet	Provided						
Septic Tank/Green Cleaning Supplies Required	No						
Describe additional areas of services, if needed: One of the additional buildings is a combo building which is the ticket booth, service room, and the three public restrooms.							
Minimum of Service Hours							
Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Normal Morning Cleaning	6	6	6	6	6	6	6
	1		1		1		

E. DIVISION 3: NORTH/CENTRAL OPERATIONS GROUP

1) Tri-City Regional Park: 2301 Kraemer Blvd., Placentia, CA 92870

Area of Service

The following buildings are included in this scope:

- Public Restroom Buildings 1 and 2
 - Both restrooms are being demolished and replaced with new buildings containing 8 individual unisex stalls. Restroom 1 is currently under construction. Construction on Restroom 2 will begin as soon as Restroom 1 is complete.

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
Restroom Building(s) 1 and 2	16	3 x a day / Sat and Sun – 9am, 2pm, 2 hours before closing 2 x a day / Mon – Fri – 11am, 2 hours before closing
Dumpsters		Provided
Custodial Closet		Not Provided

2) Ralph B. Clark Regional Park: 8800 Rosecrans Ave, Buena Park, CA 90621

Area of Service

The following buildings are included in this scope:

- Interpretive Center – 10,000 Sq. Ft. (Total)
 - 1 Restroom - 1 Stall / 1 Sink
 - 1 Breakroom – 1 Sink
 - 3 Workstations
 - 2 Large Exhibit Rooms, 1 Lab, & 1 Classroom

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
Interpretive Center	10,000 Sq. Ft.	1x per day / 5 days a week, Tuesdays through Saturdays
Dumpsters		Provided
Janitorial/Custodial Storage		Not Provided

F. DIVISION 3: CULTURAL RESOURCES OPERATIONS GROUP

1) Irvine Ranch Historical Park: 13042 Old Myford Road, Irvine CA 92602

Areas of Work:

The following areas are included in this scope:

- Administration Building:
 - Approx. 8,551 Sq. Ft
 - 36 offices/cubicles
 - 2 restrooms
 - 1 kitchen
 - 1 conference room
 - 1 lobby
- Myford Garage:
 - Approx. 900 Sq. Ft
 - 1 conference room
 - 1 kitchen
 - 2 restrooms
- Mess Hall:
 - Approx. 5,976 Sq. Ft
 - 20 offices/cubes
 - 2 common areas
 - 1 kitchen
 - 2 conference rooms
 - 2 restrooms
- Early Office:
 - Approx. 674 Sq. Ft
 - 2 conference rooms
 - 1 kitchen
- Mod C:
 - Approx. 1,200 Sq. Ft
 - 8 offices
 - 1 kitchen
 - 2 restrooms
- Mod D:
 - Approx. 2,400 Sq. Ft
 - 18 offices/cubicles
 - 2 restrooms
 - 1 kitchenette
- Mod E:
 - Approx. 2,400 Sq. Ft
 - 17 offices/cubicles
 - 2 restrooms
 - 1 conference room
 - 1 kitchenette
- Bath House:
 - Approx. 906 Sq. Ft
 - 4 stalls
 - 3 urinals
 - 4 shower stalls

- 2 common areas
- Building 16:
 - Approx. 1,218 Sq. Ft
 - 4 offices
 - 1 common area
 - 1 kitchen
 - 1 restroom
- Building 18:
 - Approx. 1,309 Sq. Ft
 - 1 common area
 - 3 offices
 - 1 kitchen
 - 1 restroom
- Building 20:
 - Approx. 1,507 Sq. Ft
 - 8 offices
 - 1 kitchen
 - 1 restroom

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
Administration Building	Approx. 8,551 Sq. Ft	5 x per week
Myford Garage	Approx. 900 Sq. Ft	5 x per week
Mess Hall	Approx. 5,976 Sq. Ft	5 x per week
Early Office	Approx. 674 Sq. Ft	5 x per week
Mod C	Approx. 1,200 Sq. Ft	5 x per week
Mod D	Approx. 2,400 Sq. Ft	5 x per week
Mod E	Approx. 2,400 Sq. Ft	5 x per week
Bath House	Approx. 906 Sq. Ft	5 x per week
Building 16	Approx. 1,309 Sq. Ft	5 x per week
Building 18	Approx. 1,309 Sq. Ft	5 x per week
Building 20	Approx. 1,507 Sq. Ft	5 x per week
Dumpsters	Provided	
Janitorial / Custodial Storage	Provided	
Additional Services: -Clean public restrooms at Myford Garage twice per day, 7 days a week. *Note: The Administration Building is currently under construction and will not be included until the completion. Estimated date of completion is November 2021.		

G. DIVISION 3: COOPER LAB

- 1) **John D. Cooper Archaeological and Paleontological Center: 1119 & 1141 E. Chestnut Ave., Santa Ana, CA 92701**

Areas of Work - The following areas are included in this scope:

- 1141 Offices and Workspaces:
 - Approx. 2,500 Sq. Ft.
 - 4 offices
 - 2 restrooms
 - 1 kitchen
 - 1 breakroom
 - 1 workspace
 - 1 archives
- 1119 Office:
 - Approx. 1,500 Sq. Ft.
 - 1 conference room
 - 1 office
 - 2 restrooms
- Comparative Storage:
 - Approx. 1,900 Sq. Ft.
 - 1 storage area
- Paleo Storage:
 - Approx. 3,900 Sq. Ft.
 - 1 storage area
- Archaeo Storage:
 - Approx. 5,800 Sq. Ft.
 - 1 storage area

AREA OF SERVICE	QUANTITY	FREQUENCY OF SERVICE
1141 Offices and Workspaces	Approx. 2,500 Sq. Ft.	2x per week, Wed and Fri
1119 Offices	Approx. 1,500 Sq. Ft.	2x per week, Wed and Fri
Comparative Storage	Approx. 1,900 Sq. Ft.	1x per week, Fri
Paleo Storage	Approx. 3,900 Sq. Ft.	1x per week, Fri
Archaeo Storage	Approx. 5,800 Sq. Ft.	1x per week, Fri
Dumpsters	Provided	
Janitorial / Custodial Storage	Provided	
Additional Services: Ensure top of any cabinets located in comparative, paleo, and archaeo storage are wiped clean and free of dust. Additional area, approx. 600 Sq. Ft., in 1141 workspace will need sweeping and mopping once monthly.		

**ATTACHMENT B
PAYMENT AND COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between County and Contractor for services as set forth in Attachment A, Scope of Work.

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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

~~A. Extra Work Cost for all facilities (hourly): \$30.00~~

~~B. Division 1 - Foothill/Saddleback Operations Group~~

Location	Monthly
O'Neill Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$10,600
Caspers Wilderness Park	

Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies (Window Washing only)	\$400
Annual Cost for Stripping of floors	\$1,200
Annual Cost for Shampoo carpet	\$500
Riley Wilderness Park	
Monthly Cost for services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies (detailed floor cleaning, strip and apply several coats of wax, window washing)	\$12,000

C. Total Contract Amount: \$39,600

i. Includes 10% contingency for extra work

A. Extra Work Cost for all facilities (hourly): \$30.00**B. Division 1 - Foothill/Saddleback Operations Group**

Location	Monthly
O'Neill Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$10,600
Caspers Wilderness Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies (Window Washing only)	\$400
Annual Cost for Stripping of floors	\$1,200
Annual Cost for Shampoo carpet	\$500
Riley Wilderness Park	
Monthly Cost for services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies (detailed floor cleaning, strip and apply several coats of wax, window washing)	\$1,000
9 Month Term (Includes 10% contingency for extra work)	\$120,670
Annual Amount (Includes 10% contingency for extra work)	\$160,270

C. Division 2 - Coastal Operations Group

Location	Monthly
Upper Newport Bay - Muth Interpretive Center	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$4,200
Newport Harbor Patrol	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$3,800

Sunset Harbor Patrol	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$1,300
Harriet Wieder Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$1,600
Talbert Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$1,600
Dana Point Harbor and Harbor Patrol	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$8,600
9 Month Term (Includes 10% contingency for extra work)	\$208,890
Annual Amount (Includes 10% contingency for extra work)	\$278,520

D. Division 2 - East Orange/Mile Square Operations Group

Location	Monthly
Irvine Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$2,100
Mile Square Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$1,000
Santiago Oaks Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$2,600
9 Month Term (Includes 10% contingency for extra work)	\$56,430
Annual Amount (Includes 10% contingency for extra work)	\$75,240

E. Division 2 - OC Zoo Operations Group

Location	Monthly
OC Zoo/Soda Fountain Pavilion	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$6,100
9 Month Term (Includes 10% contingency for extra work)	\$60,390
Annual Amount (Includes 10% contingency for extra work)	\$80,520

F. Division 3 - North/Central Operations Group

Location	Monthly
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Tri-City Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$5,800
Ralph B. Clark Regional Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$1,300
9 Month Term (Includes 10% contingency for extra work)	\$70,290
Annual Amount (Includes 10% contingency for extra work)	\$93,720

G. Division 3 - Cultural Resources Operations Group

Location	Monthly
Irvine Ranch Historical Park	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$5,600
9 Month Term (Includes 10% contingency for extra work)	\$55,440
Annual Amount (Includes 10% contingency for extra work)	\$73,920

H. Division 3 - Cooper Lab Operations Group

Location	Monthly
John. D. Cooper Archaeological and Paleontological Center	
Monthly Cost for routine services as identified in Attachment A, Scope of Work, Section VIII. Service Locations, Facilities and Cleaning Frequencies	\$1,200
9 Month Term (Includes 10% contingency for extra work)	\$11,880
Annual Amount (Includes 10% contingency for extra work)	\$15,840

I. Total Contract Amount Shall Not Exceed: \$2,140,050

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to 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 Contract. Adjustments increasing Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall

reference Contract number on invoice. ^{Attachment D} Payment will be net 30 days after receipt of an invoice in a format acceptable to 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 Contractor.

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

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

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing 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 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract TBD
 - g. Requisition TBD
 - h. Agency/Department’s Account Number
 - i. Date of invoice
 - j. Product/service description, quantity, and prices
 - k. Sales tax, if applicable
 - l. Freight/delivery charges, if applicable
 - m. Total

Invoice and support documentation are to be forwarded to:

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

9. **Payment (Electronic Funds Transfer (EFT):** 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 agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.