

CONTRACT MA- MA-280-22010744

FOR

CUSTODIAL SERVICES

BETWEEN

JOHN WAYNE AIRPORT

AND

FLAGSHIP AIRPORT SERVICES, INC.

JOHN WAYNE AIRPORT
ORANGE COUNTY



**CONTRACT MA-280-22010744
WITH
FLAGSHIP AIRPORT SERVICES INC
FOR
CUSTODIAL SERVICES**

This Contract MA-280-22010744 for Custodial Services (“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 (hereinafter referred to as “County”), and Flagship Airport Services, Inc., with a place of business at 1050 N 5th Street, San Jose, CA 95112 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Compensation and Pricing
Attachment C – Cleaning Schedule For Task 1
Attachment D – Staffing Plan
Attachment E - Basis of Deductions
Attachment F – Definitions

RECITALS

WHEREAS, County solicited Contract for Custodial Services as set forth herein, and Contractor represented that it is qualified to provide Custodial Services to the County as further set forth herein; and

WHEREAS, Contractor agrees to provide Custodial Services to the 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/Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing Agent or designee to enter into a Contract for Custodial Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do

hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its 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 goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified

through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses 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.
- a. **Compliance with Nondiscrimination Requirements:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal

- Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- b. **Title VI List of Pertinent Nondiscrimination Acts and Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

- “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further 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 goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in

its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

Qualified Insurer

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

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

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

<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
Employee Dishonesty (Client Coverage)	\$100,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents*** or provide blanket coverage, which will state ***As Required By Written Contract***.

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

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's

name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **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's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is

not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

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

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

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

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

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

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

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such

approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Custodial Service from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A, Scope of Work.
2. **Term of Contract:** The initial term of this Contract shall become effective April 1, 2022 and shall continue for three (3) years, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

5. **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.
6. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).
 - A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
3. Background check fees are provided at the first appointment
4. Employees must provide two government-issued IDs at the first appointment.
5. STA and/or CHRC results are received.
6. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
7. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
8. Upon successful completion of the required training, employees will receive their ID Badge.
9. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5 hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six week of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days.

Failure to do so will result in a \$250.00 fee.

7. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00
 - ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
8. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

C. Airport ID Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
- ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.
- iii. JWA security badge is nontransferable.
- iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
- v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.

- vi. No worker shall be used in performance of this work that has not passed the background check.
7. **Americans with Disabilities Act (ADA):** Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101 et seq; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
 8. **Anti-Idling Policy:** Within six (6) months of Contract execution, Contractor must develop, implement and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.
 9. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
 10. **Bond Requirements:** Contractor shall furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to twenty-five percent (25%) of the Contract amount.
 - i. **Faithful Performance Bond:** Contractor will provide to County a Faithfull Performance Bond in an amount equal to twenty-five percent (25%) of the annual Contract amount. Bond must be submitted to County on County provided forms within seven (7) calendar days of award notification and prior to the official Contract award. Prior to the provisions of services under this Contract, Contractor agrees to purchase the required bond at Contractor's expense and to deposit with County the required bond necessary to satisfy County requirements and to keep such bond on deposit with County during the entire term of this Contract. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to County Offices of County Counsel and Risk Management and in accordance with General Conditions.
 - ii. **Labor and Material Payment Bond:** Contractor will provide to County a Labor and Material Payment Bond to guarantee payment of claims of labors, mechanics, material man, and other persons as set forth by law. Said bond shall be for twenty-five percent (25%) of the annual Contract amount. Bond must be submitted to County on County provided forms within seven (7) calendar days of award notification and prior to the official Contract award. Prior to the provisions of services under this Contract, Contractor agrees to purchase the required bond at Contractor's expense and to deposit with County the required bond necessary to satisfy County requirements and to keep such bond on deposit with County during the entire term of this Contract. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to County Offices of County Counsel and Risk Management and in accordance with General Conditions.
 - iii. If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time

to time as requested by County, Contractor shall promptly furnish such additional security as may be required by County from time to time to protect the interests of the County and of persons supplying labor or material in the prosecution of the work contemplated by this Contract. No further payment shall be deemed due or shall be made under Contract until a new surety and/or bond is furnished to County.

County shall return bonds to Contractor after successful completion of all Contractor's obligations and services required under the Contract.

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

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

12. **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.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

14. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of

the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The 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 the County.

15. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
16. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

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

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

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be 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.

19. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

20. **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 the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. 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. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The 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 the County, at the County's request.

21. County Branding Requirement – Publicity, Literature, Advertisements and Social Media:

1. County owns all rights to the name, logos, and symbols of County. The use/and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
2. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - a. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon to the Administrator/assigned Deputy Purchasing Agent;
 - b. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds such as the Federal Aviation Administration.
 - c. The information does not give the appearance that the County, its officers, or employees or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
 - d. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

22. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.
23. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
24. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.
25. **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.

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

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

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

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to

the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

27. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. 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).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

28. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

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

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

29. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
30. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
31. **Equal Employment Opportunity:** The 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. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to 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.

32. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
33. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

34. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
35. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
36. **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: Contractor's Name: Flagship Airport Services, Inc. of business at
 Attn: Jim Mikacich, NVP
 1050 N 5th Street
 San Jose, CA 95112
 Phone: (408) 975-7521
 Email: JMM@flagshipinc.com

County's Project Manager: JWA/Maintenance
 Attn: Jared Sharp
 3180 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (714) 478-0127
 Email: JSharp@ocair.com

cc: JWA/Procurement
 Attn: V. Monique Touch, County DPA
 3160 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (714) 338-0435
 Email: VTouch@ocair.com

37. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

38. **Prevailing Wage:**

- a. Threshold Requirements for Prevailing Wages: Except for public works project of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar in character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provide in this chapter, shall be paid to all workers employed on a public works.
- b. Wage Rates: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- c. Apprenticeship Requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

- d. Registration of Contractor: All Contractors and Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- e. Prevailing Wage and DIR Requirement: Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
- \$25,000 for new construction, alteration, installation, demolition or repair.
 - \$15,000 for maintenance.
- f. Payroll Records: Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
 - iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
 - iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
 - v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to who the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
 - vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing wage rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed

in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dire.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- g. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours (40) constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day of during which such worker is required or permitted to work more than the legal day's or weeks' work, except that work performed by employees of said Contractor and Subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-12 times the basic rate of pay.
- h. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any Subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all Subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

39. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The 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 the Contract.

40. **Protection of Restoration of Existing Areas:** Contractor shall be responsible for protection of public and private property adjacent to the work. Contractor shall repair or replace all existing improvements that are damaged or removed as a result of their operation. Repairs and replacements shall be at least

equal to existing improvements and shall match them in finish and dimension. All repairs shall be completed with two (2) working days from the date of damage notification unless otherwise approved by County Project Manager.

41. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
42. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
43. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
44. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

Cancel the stop work order; or Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

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

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


46. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
47. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
48. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

(Signature Page Follows)

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Flagship Airport Services, Inc.*

	David Pasek	CEO/President	12/22/2021
Signature	Name	Title	Date

	Kathy Pasek	Secretary	12/22/2021
Signature	Name	Title	Date

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

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

	Monica Rodriguez	Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By: 
 Deputy

Name: Mark Sanchez

Date: 12-23-21

ATTACHMENT A SCOPE OF WORK

A. SCOPE OF SERVICE

John Wayne Airport (“JWA”), owned and operated by the County of Orange (“County”), is the only commercial service airport in Orange County, California. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year Custodial Services for JWA and ensure that its facilities are hygienic, clean, and attractive to the public and JWA employees.

Services will be provided during the following three, daily shifts:

Shifts	Begin	End
First/Day Shift	5:00 am	1:30 pm
Second/Swing Shift	1:00 pm	9:30 pm
Third/Night Shift	9:00 pm	5:30 am

Custodial Services shall include, but is not limited to, labor, materials, tools, supplies, custodial personnel, and all equipment, listed and not listed, that are necessary to perform all services required and more fully described within this Scope of Work.

Contractor shall provide the following services:

- Full Service Custodial (Task 1)
- Facility Porters (Task 2)
- Target Services (Task 3)
- Sharps and Liquids (Task 4)
- Additional Work (Task 5)
- Technology Implementation
- Best Buddies Program

B. FULL SERVICE CUSTODIAL (TASK 1)

1. Full Service Custodial shall include, but is not limited to Attachment C, Cleaning Schedule and the following:
 - a. Empty trash and waste receptacles, such as litter, recycle, papers, etc.
 - b. Inspect trash receptacles and dispose of trash when receptacle is half full, trash is wet or odorous receptacle, and/or when opening is blocked. Trash can liner shall be replaced upon removal of trash.
 - c. Pick up and dispose of litter.
 - d. Wipe and disinfect high touch surfaces.
 - e. Dust surfaces within reach.
 - f. Wipe/clean furniture including, but is not limited to, chairs, tables, desks, keyboards and monitors, etc.

- g. Clean/wipe interior windows within reach.
 - h. Maintain the cleanliness of the carpet.
 - Vacuum carpet using HEPA filters.
 - Vacuum the entire carpeted area of Terminals A, B, and C on a nightly basis including edges.
 - Remove gum, spots and stains, extractions, pile lifting.
 - Abide by manufacturer specifications for all carpet care.
 - i. Maintain an estimated 161,752 square feet of marble surface.
 - Maintain the cleanliness of the marble. This includes, but is not limited to, cleaning of spills, stains, spots and gum on a continuous and scheduled basis.
 - Utilize wet floor signs as required.
 - Dust mop, damp mop, and buff all marble areas on a nightly basis.
 - j. Nightly: In addition to the services listed in letters *a* through *i*, contractor shall perform the following services nightly:
 - Hard Floor - mopping and buffing, not deep clean
 - Carpet Vacuum - use HEPA filters when vacuuming
2. **Service Restrooms:**
- a. Wipe and disinfect bathroom fixture including, but not limited to, the following:
 - Toilets and urinals
 - Sinks, faucets, and soap dispensers
 - Toilet paper and paper towel dispensers
 - Trash and waste receptacles
 - Mirrors and glass
 - b. Mop and disinfect hard floors.
 - c. Provide thirty (30) minute cleaning intervals (30 min or less) and additional cleaning as needed, to all public restrooms within all Terminals between 5:00 am and 11:00 pm
3. **Service Areas:** Service areas include, but are not limited:
- a. Public areas in Terminals A, B and C. This includes, but is not limited to:
 - Walkways and corridors
 - Elevators and escalators
 - Gate areas/hold rooms
 - Restrooms
 - Ticketing areas
 - Baggage areas/carousels

- Planters (silk plants)
 - Food Court
- b. All elevators and escalators in non-public areas
 - c. Parking garage and Ground Transportation Center (GTC) elevator waiting areas, walkways, and staircases adjacent to the garage elevators
 - d. Terminal areas used or leased by Customs and Border Patrol
 - e. Areas used or leased by the Transportation Security Administration
 - f. Common use airside/ramp restrooms
 - g. Central Utility Plant (“CUP”)
 - h. County Office/Managed Areas:
 - 3160 Airway Avenue - Airport Administration
 - 3180 Airway Avenue – Maintenance Facility
 - Terminal Building - Airport Administration
 - Terminal Maintenance Shop
 - Terminal Executive Space (near Gate 22)
 - Terminal B – Employee Breakroom
 - Contractor office space behind Ticket Counter (formerly office space number 202)
 - 366 Paularino Avenue (storage area and bays only)
 - Terminal Maintenance Service Desk
 - Terminal Information Booths

C. FACILITY PORTERS (TASK 2)

1. Contractor shall provide a team of porters throughout the day between 5 am and 9:30 pm, 365 days per year. Porters shall complete the following subtasks as further described below:
 - a. Organization (arrange seating, store/stage stanchions, additional litter patrol and pick-up, returning random wheelchairs and luggage carts to appropriate locations)
 - b. Litter: Exterior Litter patrol and pick up (landside and airside)
2. Organization: Contractor shall complete the following in the public areas of Terminals A, B and C:
 - a. Pick up and dispose of litter
 - b. Return unused wheel chairs to designated areas
 - c. Return unused luggage carts to designated areas
 - d. Restore/return terminal seating and furniture to designated layouts to ensure that they are neat, straight, and not blocking any exit doors.

- e. Manage stanchion organization, collection, staging and availability
 - f. Ensure seat outlets are plugged in and operational
 - g. Close lids to floor power outlets
 - h. Complete walk-throughs and address each of the items by 6:30 am, 11:30 am and 4:30 pm
Walkthrough should be started to allow for work to be completed by the specified times.
The intent is to have the Terminal Start Condition set/reset prior to opening and every five hours after that, prior to the noon and evening rushes.
3. **Litter:** Pick up and dispose of all trash, litter and sift/replace sand and spot clean cigarette urns as follows:
- a. Outside of Terminal Buildings
 - Landside – out to and including the curb and gutter at the roadway edge
 - Airside – within 15 feet of the base of the building (does not include ramp trash bins or drainage ditches)
 - b. Outside of Parking Garages
 - Landside – out to nearest curb and gutter at the roadway edge
 - Airside - within 15 feet of the base of the building (does not include ramp trash bins or drainage ditches)
 - c. Along Airport Roadways bounded by:
 - San Diego Fwy to the North
 - Campus Dr to the South
 - MacArthur Blvd to the East
 - Airfield Fence to the West
 - d. Parking Areas
 - CUP
 - 3160 front and back
 - 3180 two (2) lots in front
 - e. Along/within 15 feet of Airfield Fenceline
 - Airside
 - Landside

D. TARGET SERVICES (TASK 3)

Task 3 is for recurring or ongoing services that are not done in each service area, each week. This includes, but is not limited to, power washing, high work, deep cleaning of carpets and deep cleaning/sealing/restoration of tile.

1. Contractor shall perform all of Task 3 services (except the Station 33 ARFF building) during the 3rd shift (night shift) between 9:00 pm and 5:30 am unless otherwise approved by the JWA Project Manager.
2. **Carpets:** All Carpets included in Task 1 plus the carpets in Orange County Fire Authority (OCFA), Station 33, must be deep cleaned (soap/extraction, etc). Contractor shall plan for an ongoing nightly program with staff and resources to:
 - a. Extract/Deep clean all carpet areas:
 - Terminal Carpets areas must be deep cleaned/extracted once per month.
 - All other Carpets must be deep cleaned/extracted every four (4) months,three (3) times per year).
 - b. Purchase and maintain all carpet extracting equipment, performing nightly extracts as required to meet or exceed the prescribed schedules. Over the course of one (1) month, the entire Terminal carpet will be extracted and treated with a topical carpet treatment. This monthly cycle will be repeated over the entire term of the contract.
 - c. Contractor shall train applicable staff in the process of carpet care as well as proper use and maintenance of carpet care equipment (extractors, vacuums, etc).
 - d. Carpet extracting equipment shall include but not be limited to:
 - Fans/blowers
 - Portable/Riding Extractors
 - Truck mount carpet extracting units
 - Barricades
 - Wet floor signs
 - Topical carpet treatment (Scotch Guard, Teflon, etc.)
 - e. **Assumptions and Clarifications**
 - Spin bonnet machines are prohibited for carpet care as well as Freon and similar products that freeze gum for removal.
 - Pile lifters and highly efficient vacuums are required.
 - Hot water spot extract all spills occurring during operating hours under full service Custodial and perform additional thorough cleaning during the overnight hours.
 - This task may not be subcontracted.
 - Custodial work in the Station 33 Fire Station must be completed between 1PM and 9:00 PM
3. **Marble Deep Clean/Restoration:** Contractor shall plan for an ongoing nightly program with sufficient staff and resources to ensure that all floor tile in the public areas of Terminals A, B

- and C (plus the TSA processing areas) receive full service scrubbing, cleaning, sealing and polishing every three (3) years.
- a. Contractor shall complete one-sixth (1/6) of all tile/marble floors in an approximate six (6) week period:
 - Once in the spring and once in the fall during airport's downtime.
 - A full tile/marble deep cleaning/restoration shall be one-third (1/3) completed each year or one hundred percent (100%) over a three (3) year period.
 - County and Contractor shall coordinate the mutually agreed upon dates.
 - b. Deep cleaning of the tile and grout with an automatic scrubber
 - c. Rinse the marble and recover the water
 - d. Burnish the marble with high speed buffers and diamond floor pads
 - e. Final polish powder as needed
 - f. Contractor shall train applicable staff in the process of marble care as well as the proper use and maintenance of marble care equipment (automatic scrubbers, buffers, etc.)
 - g. Contractor shall abide by manufacturer specifications for all marble care.
 - h. This task may be subcontracted.
3. **Window Washing:** Windows in all Service Areas listed in Task 1, Section 3, shall be cleaned as follow:
- a. All exterior and high interior (above 10 feet) – Twice per year (approximately every 6 months)
 - b. Once in the spring and once in the fall during the airport's downtimes
 - c. County and Contractor shall coordinate a mutually agreed upon schedule.
 - d. This task may be subcontracted.
4. **High Cleaning/Dusting:** Contractor shall plan for an ongoing nightly program with sufficient staff and resources to ensure high cleaning/dusting on all buildings and Service Areas included in Task 1.
- a. Contractor shall complete high (out of reach) cleaning twice per year, approximately every six (6) months.
 - b. High Cleaning/Dusting includes, but is not limited to:
 - Vacuuming and hand wiping surfaces such as beams, ledges, walls, columns, light sconces, vents, and ceiling grates.
 - High glass cleaning
 - High area dusting/cleaning
 - Dusting/cleaning silk palms
 - Linear Vent and HVAC Diffuser Cleaning

- c. Equipment required includes, but is not limited to:
 - Hepa filters
 - Vacuums
 - Soft bristled brushes
 - Various lifts.
 - d. County will not supply equipment. Contractor shall provide all equipment necessary to perform High Cleaning/Dusting.
 - e. This task may be subcontracted by the Contractor to a qualified and licensed vendor.
 - f. Contractor is responsible for quality of work as well as ensuring safety and security.
5. **Power Washing:** Powering washing should be accomplished on an ongoing basis, forty (40) hours per week. Areas to be power washed include, but are not limited to:
- a. Pressure wash with high pressure hot water approximately 180,000 square feet of exterior concrete walkways on a monthly basis. Area extends approximately six (6) feet into the road and includes entrance, walkways, and stairwells.
 - b. Stairways from terminals to ramp
 - c. Parking garage stairwells (upon request)
 - d. Sidewalks, curbs, parking, entrances periodically and/as needed.
 - e. Fixed exterior seating in front of terminals (not teak)
 - f. Loading Dock
 - g. North dumpster area
6. **Assumptions, Clarifications and Exclusions:**
- a. The number of teams and number of nights per week must be tailored to meet the objectives for each service type.

E. SHARPS AND LIQUIDS (TASK 4)

- 1. **Sharps:** There are currently twenty (24) containers mounted at designated locations at JWA throughout Terminals A, B and C. Contractor shall coordinate biohazardous waste services for JWA. Coordination services shall include:
 - a. Monitoring and managing containers for capacity and disposal.
 - b. Arranging pick-ups for filled containers within five (5) business days of notification.
 - c. Ensuring that full sharps containers are replaced with clean containers.
 - Container type shall be replaced within seven (7) days of written request by County Project Manager.
- 2. **Liquids Disposal:**
 - a. Contractor will monitor and empty Liquid Collection Units currently located at the three TSA checkpoints.

- b. There are currently six (6) liquid collection units at the TSA checkpoints that need to be emptied up to two (2) times per day for an approximate total of twelve (12) “emptying processes” at the nearest location.
- c. JWA anticipates an increase in passengers and reserves the right to add additional containers. This scope includes the monitoring of up to twelve (12) collection units per day and/or up to 24 “emptying processes” per day.

F. Additional Work (Task 5)

1. Additional Work includes, but not limited to, providing of materials, equipment, supplies and services to support the following:
 - a. Additional custodial, cleaning and sanitizing not included in Tasks 1 through 4
 - b. Replacement of bathroom fixtures (mirrors, dispensers, sharps containers, stall walls/partitions and doors, etc.)
 - c. Replacement of lights/lighting
 - d. Repair/replacement of carpet and floor tiles
 - e. Area sanitization and sanitizing stations
 - f. Upholstery repair
 - g. Assist with event set-up, breakdown and cleaning
 - h. Provide and apply anti-slip products as requested by County Project Manager.
 - i. Unstop drains (toilets/sinks) using hand plunger as discovered or reported.
 - j. Other supplies and services typically offered by full service Facility Maintenance Providers.
2. **Assumptions, Clarifications and Exclusions:**
 - a. Additional work and services performed under this Task 5 will be by request from County Project Manager or designee and require an executed Task Order issued prior to incurring costs; unless it is an Emergency.
 - b. Additional Work will take place under one of two scenarios:
 - i. Contractor and JWA shall discuss the scope of the additional work needed, fee and schedule based on the agreed upon Labor Rates and Mark-Ups specified in Attachment B, Compensation and Pricing, to create a Task Order. Unless otherwise approved by the JWA Project Manager, the final Task Order will include mutually agreed upon scope, fee and schedule as well as type of compensation (time and materials or lump sum) prior to the contractor incurring costs.
 - ii. Emergency Work is authorized by JWA when there is insufficient time or information to complete a Task Order prior to incurring costs. In this scenario, Contractor will be reimbursed based on time and materials.

G. TECHNOLOGY IMPLEMENTATION

1. Contractor shall provide, install, and implement the following technologies at JWA within the first year of the Contract:
 - a. Trax Smart Restroom: This technology that helps with scheduling and projections of labor and consumable supply use into the future based on trends. The heat-based, throughput counting collects real-time data of how many passengers access each public restroom. Trax Smart analyze trends to enhance staff schedules and create a demand-based cleaning operation. It will provide JWA and Contractor with information on which restroom areas are receiving the most traffic. This will enable JWA to know exactly how the airport restroom traffic is changing, especially when more people return to travel.
 - Contractor shall install and monitor Passenger Count activity in all twenty-two (22) Public Restrooms (Male and female Restrooms, not the family)
 - The restrooms will have a small battery-operated counter near restroom entrances.
 - County and Contractor may review the tracking and re-direct staff to peak areas for maximum effectiveness of service and cost.
 - Contractor shall provide real-time, concrete data for JWA on restroom usage, as opposed to estimates.
 - b. Smart Consumables: Toilet paper and hand-towels, full overhaul per fixture.
 - Contractor shall install and utilize smart restroom dispensers for hand paper towels and toilet paper in eight (8) specified restrooms in the first year of the Contract.
 - The public restroom janitorial staff will have a tablet-based system on their cleaning carts to utilize for both dispenser notification items and also for restroom tracking.
2. County and Contractor shall coordinate and determine the mutually agreed upon start date/ implementation schedule.
3. Technology lead time shall not exceed one-hundred and twenty (120) days from the agreed upon start date. This timeframe includes order and installation services.
4. County and Contractor shall meet once per month to review the data provided by these technology and determine where and how to rebalance the custodial resources.

H. ADDITIONAL REQUIREMENTS, CONDITIONS AND CLARIFICATIONS

1. Contractor shall provide full services for all of JWA facilities on a continuous and as needed basis. Ongoing cleaning shall be performed between 5:00 am and 11:00 pm when the facility serves the public. Thorough cleaning shall be performed between 9:00 pm and 5:00 am.
2. Contractor shall perform any Custodial function that is required to provide and maintain clean facilities.
3. Response Time: Contractor shall respond to all custodial issues within five (5) minutes of notification and completely resolve the issue as quickly as possible. If an issue cannot be resolved in ten (10) minutes, the Service Desk must be notified immediately at (949) 852-4004.

4. A Cleaning Schedule mutually agreeable to the County and Contractor is included as Attachment C. Any adjustments after the contract is executed must be approved by County Project Manager. Adjustments to the Cleaning Schedule are at the discretion of County Project Manager. Any adjustments as directed are within the Scope of Work of this Contract.
5. Equipment, Tools and Machines
 - a. All equipment, tools and machines used in the performance of services in this Scope of Work, shall be in safe and satisfactory working condition at all times. If the Airport determines that damage to the existing pavement is caused by an operational error, such as permitting broom pressure to dwell in one location for an extensive amount of time, the Contractor will be responsible for the repairs at its expense.
 - b. Work may be restricted in cases of poor weather, high winds, low visibility or other conditions, as determined by the Airport.
 - c. Failure to provide the required level of necessary equipment and manpower resources, all of which must be in functional working order, will be considered as contract performance deficiency. The Contractor shall take immediate action to correct the deficiency.
6. Permits: Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.
7. Contractor shall:
 - a. Inspect, note, keep records, and inform the Service Desk of any maintenance items as they occur.
 - b. Abide by manufacturer specifications for cleaning methods and frequencies for areas including, but not limited to, carpet, marble, and resilient luxury vinyl tile flooring.
 - c. Comply with all applicable local, state and federal laws and requirements related to OSHA, safety, chemical handling and cleaning.
 - d. Instruct each individual janitor to inspect respective areas and perform appropriate cleaning services to maintain the cleanliness of the facility.
 - e. Report all found acts of vandalism to the Maintenance Service Desk at or before the end of each shift on which it was discovered. Make every attempt to remove non-etched graffiti and stickers as discovered or reported. If graffiti cannot be removed, Contractor shall report it to the Service Desk.
 - f. Ensure all precautions for safety are taken.
 - g. Ensure vehicles parked on site shall be identified and secure at all times.
 - h. Ensure tools and materials shall remain in Contractor possession at all times.
 - i. Ensure materials that could inflict injury shall be continuously cleaned up as work progresses.

- j. Perform all work in a manner that will minimize inconvenience to airport employees and the traveling public.
- k. Provide adequate signage advising the public when Custodial work is performed and where safety is concerned.
- l. Add, move, and take away all Custodial service signs at County Project Manager discretion.
- m. Have all signage approved by the County Project Manager.
- n. Be 100% operational as quickly as possible, and no later than 30 days of Contract execution. This shall include but not be limited to non-service requirements, supplies, equipment, labor, management, transportation, badging, documentation, records, biometric clocks, restroom check-in fobs, and any other operational recordkeeping devices.
- o. The Basis of Deductions will be strictly enforced after thirty (30) days of Contract execution.
- p. Coordinate with County Project Manager and other JWA contractors in regards to JWA activities, exercises, or other work.
- q. Conduct regular, recurring training and safety meetings.
- r. Participate in recurring meetings with County Project Manager and Contractor Management. Meeting will be a minimum of quarterly or more frequent at the discretion of the County Project Manager.
- s. Be solely responsible for providing documentation of all activities both within the County CMMS and with Contractor provided documentation.
- t. Be solely responsible for all damages resulting from its operations. Any such damage to vehicles or property shall be reported by Contractor immediately to County Project Manager as soon as practicable but no longer than within 24 hours.
- u. Be subject to performance standards as to the quality and acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract.
- v. Identify and advise County Project Manager of any additional maintenance or repair work required to maintain JWA facilities.
- w. Maintain areas designated for full time Contractor staff, storage area, and Janitor's Closets.
- x. Participate in JWA recycling and food waste programs by ensuring public waste produced is disposed of properly and brought to the designated area in the loading dock. This does not apply to private retail (tenant) spaces.

H. SUPPLIES

Contractor shall:

- 1. Be responsible to purchase, maintain, and supply dispensed consumable products and other supplies. Consumable products dispensed shall be defined as soap, paper towels, toilet paper,

- feminine hygiene products, toilet seat covers, trash can liners, sand, cleaning products, rags, urinal cakes, urinal screens, urinal splash guards, carpet guards (Scotch Guard or equivalent), disinfectants, deodorizers, etc.
2. Maintain company rags using their own cleaning service or facilities.
 3. Be solely responsible for providing and maintaining all chemicals and products used for Custodial Services.
 4. List and present all products to County Project Manager for concurrence prior to use. All materials and supplies shall be of high quality and meet County Project Manager approval. Initial supply list is to be compiled and presented to County Project Manager prior to Contract commencement.
 5. Have ten (10) days from notification to change any materials or supplies as directed by County Project Manager.
 6. Use green chemicals and recycled materials which have a reduced environmental impact when available and effective.
 7. Supply roll paper of proper size to fit existing JWA roll paper towel dispensers.
 8. Supply tri-fold paper towels which are maximum size to fit existing JWA dispensers properly.
 9. Supply 2-ply toilet paper in all restrooms. Toilet paper shall be the maximum size that can fit in the dispensers properly.
 10. Supply standard toilet seat covers.
 11. Use hand soap which is mildly scented and of similar viscosity as the existing soap.
 12. Be responsible for maintaining the feminine hygiene product machines and be able to collect the money from the coin boxes. Feminine hygiene products shall be of proper size to be dispensed.
 13. Abide by manufacturer specifications for all supplies used.
 14. Provide all other supplies, including but not limited to:
 - a. Anti-bacterial soaps
 - b. Buffing pads
 - c. Carpet cleaners
 - d. Deodorizers
 - e. Disinfectants
 - f. Emulsifiers
 - g. Floor cleaners
 - h. Glass cleaners
 - i. Graffiti removal cleaners
 - j. Gum removers
 - k. Large trash can liners
 - l. Marble cleaners
 - m. Metal cleaners
 - n. Pathogen neutralizers
 - o. Powdered cleansers
 - p. Scrubbing pads
 - q. Small trash can liners
 - r. Soaps
 - s. Spot removers

- t. Stain removers
- u. Waxes

I. EQUIPMENT

Contractor shall:

1. Provide and maintain adequate supply of on hand equipment necessary to perform Custodial Service.
2. List and present all equipment to County Project Manager for concurrence prior to use. Equipment must be of industrial grade, in good working order, and meet County Project Manager approval. Initial equipment list is to be compiled and presented to County Project Manager prior to Contract commencement.
3. Have ten (10) days from notification to change any equipment as directed by County Project Manager.
4. Abide by manufacturer's specifications for all equipment used.
5. Provide equipment, including, but not limited to:
 - a. Brooms
 - b. Buckets
 - c. Burnishers
 - d. Dust mops
 - e. Carpet extractors
 - f. Carpet lifters
 - g. Closet augers
 - h. Dusters
 - i. Dust pans
 - j. Dryers
 - k. Fans
 - l. Floor machines
 - m. High pressure washers
 - n. Hoses
 - o. Custodial carts
 - p. Ladders
 - q. Lifts
 - r. Mop buckets
 - s. Mop ringers
 - t. Mops
 - u. Pile lifters
 - v. Polishers

- w. Power escalator sweepers
- x. Rags
- y. Scaffolding
- z. Scouring pads
- aa. Scrubbers
- bb. Signs
- cc. Sponges
- dd. Spotting machines
- ee. Squeegees
- ff. Sweepers
- gg. Truck mount carpet extracting units
- hh. Vacuums (ride-on, back pack, and upright)
- ii. Vehicles
- jj. Washer/Dryer

J. STAFFING

Contractor shall provide the following staffing levels:

1. Management Team

- a. Principal
 - Primary and Back-up Points of Contact with the authority to commit and speak on behalf of the Contractor.
- b. Project/Contract Managers
 - Primary and Back-up Project/Contract Manager
 - Must have a minimum of five (5) years of experience that is similar in scope and complexity.
 - Have a minimum of five (5) years managing Custodial services and overseeing a staff of at least fifty (50) overseeing facilities and staff that operate 24/7/365 and are of similar scope and complexity.
 - Have the ability to communicate and write fluently in English.
 - Must have significant knowledge of carpet cleaning, marble maintenance and restoration, and window care.
 - Both must be dedicated full time to JWA Contract.
 - Between the primary and the backup:
 - Must be on-site a minimum of 40 hours per week
 - Must be on-site or on-call 24/7/365 and able to respond to all incidents, requests and contract questions.

- c. Human Resources
 - Primary and Backup Point of Contact (POC) to manage and respond to Human Resource issues or topics.
 - Must be able to respond within 24 hours or less.
 - d. Safety
 - Primary and Back-up Safety Officer
 - Must have a minimum of five (5) years of experience that is similar in scope and complexity.
 - Between the primary and the backup:
 - Must be on-site a minimum of 8 hours per week
 - Must be on-site or on-call 24/7/365 and able to respond to all safety incidents.
 - e. Quality Control
 - Primary and Back-up QC Officer
 - Must have a minimum of five (5) years of experience that is similar in scope and complexity.
 - Between the primary and the backup:
 - Must be on-site a minimum of 20 hours per week
 - Must be able to respond within 24 hours or less.
2. **Working/Line Level Staff**
- a. Shift Supervisors
 - There must be a designated Supervisor on site, 24/7/365.
 - To cover three shifts per day, 7 days per week, Contractor will identify a minimum of approximately five (5) primary Supervisors and two (2) back-up Supervisors.
 - b. Line level staff
 - Contractor will minimum guaranteed staffing levels in accordance with the cost and compensation proposal.
3. **Conditions and Clarifications**
- a. Unless otherwise approved by the County Project Manager, Contractor shall guaranteed minimum staffing levels to provide Custodial Services for JWA and its facilities on 24/7/365 basis including all weekends and holidays.
 - b. Submit a Staffing Plan to verify minimum staffing requirements are met. The Staffing Plan is subject to County Project Manager approval and may be adjusted to improve efficiency.
 - c. Provide automatic computer generated certified payroll, to be submitted with monthly invoices, so County Project Manager may monitor and confirm daily Contractor staffing levels.
 - d. Provide a Management/Supervision Staffing Plan indicating the names, title, and years of

experience of each.

- e. Replace any personnel including but not limited to management and supervision that County Project Manager does not approve of within ten (10) days from notification.
- f. Provide and maintain adequate full time and backup supervision that are equally qualified in all respects to assume the responsibilities of supervision in the event of absenteeism.
- g. Provide and maintain adequate full time and backup crew members that are equally qualified in all aspects to assume the responsibilities of crew members in the event of absenteeism
- h. Ensure a Shift Supervisor is on site 24/7/365.

- Provide a schedule that varies break times and lunch times so that only half of the shift is at lunch at any one time. Ensure that staff on break are not in the Terminal seating areas or in public view.
- Have staff respond to JWA issues as reported directly by JWA personnel. The individual janitor contacted shall make every effort to resolve the issue. In the event the contacted janitor cannot perform a cleanup, the contacted janitor shall immediately inform the shift supervisor to resolve the issue.

Most calls are generated through the Service Desk. The Service Desk will inform the shift supervisor of any issues that they may receive and record the call. The shift supervisor shall contact the Service Desk and inform them when the issue is resolved.

- Have all personnel properly trained, knowledgeable, and have the ability and authority to respond to or be assigned to any Custodial calls.
 - Comply with the California Displaced Janitor Opportunity Act (California Labor Code Sections 1060-1065).
- i. Staff shall be able to meet minimum physical job requirements such a repetitive motions, lifting, pushing, and pulling.
 - j. Staff shall be able to work around the public, interact and communicate with travelers as needed. Supervisors and Managers must read, write, and speak English proficiently.
 - k. Substitution or addition of management or supervision shall be allowed only with prior written approval from County Project Manager.
 - l. Project Managers will:
 - Attend weekly meetings with the County Project Manager and as requested.
 - Shall conduct daily site reviews.
 - Shall conduct monthly inspections.
 - Provide a weekly inspection report to County Project Manager. Inspection report must include, but not be limited to: service trends, accomplishments, any OSHA recordable incidents, as well as Custodial and/or facility defects.

K. WORK SCHEDULE

Contractor shall schedule Supervisors and Custodial crew in three daily work shifts (eight (8) hour shifts not including a thirty (30) minute lunch as follows, unless otherwise approved by the County Project Manager:

1. 1st shift: 5:00 am to 1:30 pm
2. 2nd shift: 1:00 pm to 9:30 pm
3. 3rd shift: 9:00 pm to 5:30 am

L. SAFETY

1. Contractor shall, within fourteen (14) calendar days of contract award, submit its own detailed safety and protection plan/program that shall comply with all safety, environmental protection, property protection and health provisions of the Contract.
2. Contractor is responsible for complying with all local, state and federal safety and occupation health requirements.
3. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.
4. Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the County.
5. Contractor shall provide and maintain a safe and healthful workplace for employees. Title 8, of the California Code of Regulations (CCR), requires every California employer to have an effective Injury and Illness Prevention Program in writing that must be in accord with Title 8 CCR Section 3203 of the General Industry Safety Orders.
6. Contractor will adhere to JWA's safety and security standards by having all equipment, tools, and materials in the technician's immediate possession at all times.
7. Contractor will implement safety precautions at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with OSA requirements, and federal state safety orders.
8. Contractor shall take proper safety and health precautions to protect work, workers, public, property, and property of others. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect County's property from injury or loss arising in connection with this Contract.
9. Contractor shall provide and place all necessary safety and traffic control equipment required to protect its employees, the public and surrounding areas.

10. Contractor shall be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by Contractor during the performance of work on this Contract.
11. Contractor shall ensure all work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA.
12. Contractor shall implement safety precautions at all times for the protection of persons, including employees and the public, and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with OSHA requirements, and federal and state safety orders.
13. Contractor shall take proper safety and health precautions to protect work, workers, the public, and property. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect County's property from injury or loss arising in connection with this Contract. All damage shall be repaired or replaced, at the option of County, at Contractor's expense within seven (7) calendar days after notification of such damage, except emergencies, which shall be completed immediately. Repairs and/or replacements shall be equal to original in all aspects. If Contractor fails to correct any damage, County may initiate repairs or replacement and may withhold the cost of those repairs or replacements and any monies due or to become due to Contractor.
14. Will ensure work site copies are posted of suitable extracts of "construction safety orders" and "general industry safety orders" issued by the California State Division of Industrial Safety. Contractor shall comply with the provisions of these and all other applicable laws, ordinances, and regulations.
15. Will conduct safety meetings. Safety meetings shall be held and documented at the start of the Contract and at regularly scheduled times as described in the safety plan and at the introduction of new personnel on site. The meetings shall cover the items in the safety plan. This is also a good time to review the JWA environmental requirements (such as not hosing down work areas, etc.)

M. SECURITY REQUIREMENTS

Contractor shall:

1. County shall provide Contractor with access to a copy of JWA's security requirements upon request..
2. Wear Contractor uniforms, badges, or other means of Contractor identification which must be worn at all times while working on County property.
3. Not escort any non-badged staff for over three (3) days per the Airport Rules and Regulations.
4. Wear, in plain view, a JWA issued badge when engaged at work at JWA, in accordance with JWA security requirements. Any subcontractors are also required to be badged.
5. Park all vehicles in the designated areas as specified by County Project Manager.
6. Have their vehicles subject to search.

7. Secure and lock Contractor vehicles at all times.
8. Ensure that all tools and materials remain in Contractor's possession at all times and shall not be left unattended.
9. Ensure that all tools and equipment are removed from the work site at the end of each task.
10. Identify supervisory staff which will be issued JWA keys for areas such as the janitor's closet.
11. Contractor will keep sufficient, appropriate staff properly badged and available to access applicable areas of the Airport and escort staff as required to complete the Scope of Services under this Contract.
12. All Contractor and Subcontractor staff working under this contract must be either properly badged or escorted by a badged staff with escort authorization .
13. Authorized Escorts:
 - a. Can escort a maximum of five (5) people.
 - b. Must be within two hundred and fifty (250) feet of all people being escorted.
 - c. Able to verbally and visibly communicate with every person at all times while in secure areas.
14. Immediately report all occurrences of vandalism or other damage to the Project Manager and Airport Police Services Control Center at (949) 252-5000.

N. ENVIRONMENTAL

1. MSDS Records (Material Safety Data Sheet)

Contractor shall:

- a. Provide MSDS listing of all chemicals to be used at JWA in the performance of Custodial Services to County Project Manager. MSDS shall have commercial name, chemical components, concentration rate, and usage.
- b. Ensure all applications adhere to all government regulations.
- c. Post copies of the MSDS sheets in a conspicuous space in the Custodial office area as required by OSHA hazard communications standard 29 CFR 1910.1200.
- d. Keep all records accurate to date and submit upon request. No changes may be made to existing MSDS without prior authorization from County Project Manager throughout the term of the Contract.

2. Runoff Containment

Contractor shall:

- a. Recover all water from cleaning activities including, but not limited to, pressure washing and carpet extraction. No chemicals or water runoff shall be allowed into the storm drains.
- b. Dispose of recovered water in biffy dumps located at the north and south ends of JWA.

3. Hazardous Substances

Contractor shall:

- a. Comply with and obey all applicable federal, state, and local environmental laws and regulations.
 - b. Not place, dispose of, allow, cause, or release any Hazardous Substances upon the JWA premises.
 - c. Bear the entire cost of removal, clean up and remediation of all Hazardous Substance contamination as a result of Contractor's operations. In addition to all other rights and remedies of the County, if Contractor does not immediately cleanup and remove any such hazardous substance(s) released, County may pay to have them removed, and Contractor shall reimburse the County for all costs incurred by County.
- 4. General**
- a. Contractor agrees to accept full responsibility for with all applicable environmental laws, rules regulations, restrictions, and ordinances relating to hazardous materials generated or used by the Contractor or subcontractors in the performance of this contract. Contractor shall comply with all such environmental laws, rules and regulations, including, but not limited to, those applicable to:
 - Underground storage tanks, pipelines, pumps and other equipment.
 - The storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants, coolants, pesticides, herbicides, fertilizers, batteries and/or solvents; whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.
 - b. Perform remediation as it occurs. Contractor agrees that is shall be responsible for the clean-up, removal and remediation of any hazardous materials or contamination caused by Contractor or any of its subcontractors or agents.
 - c. The Contractor shall perform all tasks and operations in such a manner that no runoff is allowed to enter the storm drain system of the Airport. It is the Contractor's responsibility to take the necessary measures to prevent runoff and debris from impacting the storm drain system of the Airport.
 - d. The Contractor shall ensure that all spoils and wastewaters are reclaimed from all runways and taxiway surfaces at the conclusion of the night's work. The JWA PM or designee inspector shall inspect the work area at the conclusion of each night's activity.
 - e. Contractor shall follow County of Orange, Watershed Management for Municipal Activity Best Management Practices which is located at: <http://www.ocwatersheds.com/documents/bmp/municipalactivities>
 - f. Volatile Organic Chemical (VOC) - The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national VOC limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

- g. Disposal - All debris and reclaimed fluids shall be removed from airport property and disposed of properly at an offsite location in accordance with the latest local, State and Federal requirements.

O. DOCUMENTATION AND COMMUNICATION

1. Computerized Maintenance Management System (CMMS)

- a. Unless otherwise approved by the County, Contractor must utilize JWA's Computerized Maintenance Management System (CMMS).
- b. The contractor shall use, for the term of this contract, the Airport's Computerized Maintenance Management System (CMMS) to manage and document all maintenance and repair activities performed under this Contract.
- c. The County will provide the contractor access, in the form of up to five (5) usernames and passwords to use the County's CMMS to manage all maintenance and repair activities performed under this Contract.
- d. All hardware and workstations necessary to comply with this requirement must be provided by the Contractor.
- e. Work Orders will be generated by the County and provided to the contractor through the CMMS. Upon completion of work the contractor shall be responsible for closing out the work order by inputting all relevant information and data in the CMMS that relates to work performed by the contractor.
- f. The County will provide the necessary training to the contractor on the proper use of the CMMS program.

2. Communications Equipment

Contractor shall:

- a. Must ensure that all on-site staff (including subcontractor staff) have sufficient communication devices to be reached, while on-site, at all times.
- b. Provide a single, 24-hour phone number to the County Project Manager and Service Desk used to reach the Project Manager and on-duty supervisor so that they may resolve any Custodial maintenance issues, 24/7/365.
- c. Equip all Custodial management, supervision, and staff with phones or radios so that the supervisor may communicate with them.
- d. Provide a list of phones or radios used by staff including type, specification, and quantity and presented to County Project Manager.
- e. Be responsible for purchasing, providing, and maintaining all Contractor communication services including, but not limited to, phones, radios, frequencies, computers, networks, and internet connection and service.

3. File Sharing

- a. Unless otherwise approved by the County, Contractor shall be solely responsible to provide for and maintain a cloud based File Sharing System (FSS) as follows:

- Proposed system must be mutually agreed upon between the County and the Contractor. The system must be supported by the County network. Current compatible systems include, but are not limited to, Dropbox Business and OneDrive.
- Features, functions and process:
 - Must provide sufficient cloud storage capacity.
 - Password protected.
 - FSS will provide for email notifications to County staff when documents are uploaded or modified.
 - Must provide for cloud-base back-up and restoration.
 - Accessible by County staff 24/7/365
- Files will remain on the FSS and be available for download by County staff for the term of the contract plus 12 months.
- File sharing system must be password protected and provide for access by up to ten (10) County Staff.
- Unless instructed otherwise, the FSS will be used by the Contractor to submit all required reports and deliverables.
- File and folder naming conventions must be logical and mutually agreeable to the County Project Manager.
- Contractor must retain a back-up of all documents uploaded and submitted using the FSS.
- Upon request, Contractor will provide copies of all files and documents uploaded or submitted using the FSS on a mobile media such as a portable storage/hard drive device.
- Contractor will bear all costs associated with establishing and maintaining the FSS

P. RECORDS AND REPORTS

Contractor shall:

1. Provide records of restroom cleaning frequencies, utilizing restroom check-in fob data, to County Project Manager each month with monthly invoicing.
2. Produce a full listing of all supplies, equipment, biometric scan systems, restroom check-in fob systems, signage, uniforms, and phones/radios proposed to be used at JWA to County Project Manager for approval prior to commencement of the Contract.
3. Provide a running monthly list of all supplies/commodities/materials/expendables used in the previous month:
 - a. Type or use
 - b. Product Description
 - c. Manufacturers information (manufacturer, product information)
 - d. Quantities used

Information shall be provided in an excel spreadsheet with the list of supplies/commodities/materials/expendables on the left (vertical axis), months on the top horizontal axis, and the quantity used in the cells.

4. Provide Safety Plan to the County Project Manager prior to the beginning of Contract.
5. Submit a Staffing Plan to County Project Manager for review and approval prior to commencement of the Contract.
6. Plan to include, but not be limited to, general coverage areas, per shift coverage, full-time equivalent (FTE) staffing levels, and daily/weekly/monthly/annual hours.
7. Produce and submit a staffing, cleaning and Task schedule at least fourteen (14) days prior to commencement of the Contract to County Project Manager for review and approval.
8. Submit a full listing of all Training and Incentive Programs at least fourteen (14) days prior to commencement of the Contract to County Project Manager for review and approval.

Q. QUALITY ASSURANCE

1. Consequences of Contractor's failure to perform required services: Contractor shall perform Scope of Work requirements as described herein. County will apply one or more of the surveillance methods mentioned below and will deduct an amount from contractor's invoice or otherwise withhold payment for unsatisfactory or non-performed work. County reserves the right to change surveillance methods at any time during the contract without notice to contractor.
2. Surveillance Methods: County may apply surveillance methods to determine Contractor compliance. These include, but are not limited to: Routine inspection, random sampling without extrapolated deductions, and planned sampling, incidental inspections and validated customer complaints as supplemental surveillance methods. When using these surveillance methods, deductions will be taken for all observed defects.
3. Procedures: In the case of unsatisfactory or non-performed work, County may:
 - a. Give Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing Basis of Deductions. Such written notice shall not be a prerequisite for withholding payment for non-performed work. County may specify, as provided for below, that Basis of Deductions can be assessed against Contractor. Such scheduled deductions are to compensate County for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.
 - b. At its option, allow Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to County. Corrective action must be completed within twenty-four (24) hours of notice. The original inspection results of Contractor's work will not be modified upon re-inspection. However, Contractor will be paid for satisfactorily re-performed work.
 - c. Deduct from Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Basis of Deductions or provided by other provisions of Contract, unless Contractor is required to re-perform and satisfactorily complete the work.

- d. At its option, perform the work by County personnel or by other means. County will reduce the amount of payment to Contractor, by the amount paid to any County personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the schedule will be used as the basis for the deduction.
4. Re-performance: Re-performance by Contractor does not waive County's right to terminate for nonperformance and all other remedies for default as may be provided by law.
5. Estimating the price of non-performed or unsatisfactory work in accordance with the "Consequences of Contractor's Failure to Perform Required Services", deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Basis of Deductions, or on the basis of the actual cost to County, estimated methods may be used. County may estimate the cost using wage rate and fringe benefits included in the wage determinations included in this Contract. County may estimate Contractor's overhead and profit rates and estimates of material costs, if applicable.

R. TRAFFIC CONTROL

1. During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the County harmless from all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property or buildings shall be provided at all times unless otherwise approved by County.
2. Reflective garments meeting ANSI 107-2010, Class 2 or better must be worn at all times while on-site. Reflective garments must:
 - a. Be worn as the outside layer at all times while on duty.
 - b. Must be clean and in good condition.
 - c. Be consistent – all staff must have similar colors and styles.
 - d. Be clearly marked with the Contractor/Firm name, legible from a minimum of 10 feet away.
3. The County reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
4. In the event that the County should elect to stop work because of any type of existing safety hazards after the contractor has been notified and provided ample time to correct, the contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The contractor shall pay all additional expenses.

S. PARKING, OFFICE AND STORAGE

Contractor shall:

1. Obtain parking permits and access for all employees including management, supervision, and janitors.
2. Parking access is to be coordinated with County Project Manager and JWA Operations.
3. The estimated fee for each vehicle parking on-site is \$50.00 per month and is the financial responsibility of the Contractor.
4. Be provided office space by JWA. This space is located within the Service Level of the Terminal and also serves as the staff break area.
5. Be provided storage space by JWA. This space is located within the Service Level of the Terminal.
6. Be provided Custodial Closets located throughout JWA.
7. Maintain and secure vehicles, office areas, and storage areas.

T. VEHICLES

1. Contractor and subcontractor vehicles must have the company name and phone number legible and visible on the vehicle while the vehicle is on the Airport for this contract.
2. All Contractor and Subcontractor's vehicles operating in the aircraft movement areas shall be equipped with two-way radios with the following frequencies: 119.1 and 121.7.

U. UNIFORMS

1. Contractors and Subcontractors must wear company uniforms with the company's name permanently affixed (logo, patch, stitching, etc) and legible at all times while working at the Airport under this contract. Uniform may be as simple as a t-shirt or yellow Personal Protective Equipment (PPE) vest with the company logo.
2. Contractor shall ensure that all staff are in uniform when working at JWA.
3. Uniforms are subject to approval by the County Project Manager.

V. BEST BUDDIES

Best Buddies International is a nonprofit 501(c)(3) organization dedicated to establishing a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment, leadership development, and inclusive living for individuals with intellectual and developmental disabilities (IDD).

Contractor shall coordinate with Best Buddies to recruit, train, and hire local individuals Best Buddies to become part of the Contractor's service team. County and Contractor agrees to implement the program as follow:

1. County and Contractor shall discuss the number of individuals participating from Best Buddies and the schedule, prior to implementation of the program at the Airport.
2. Contractor shall ensure that all individuals from Best Buddies are screened and meet all the background requirements specified in this Contract.
3. Contractor shall directly employ all individuals from Best Buddies providing services on this Contract.
4. Contractor shall providing on-going support for all individuals from Best Buddies and provide each individual with:
 - a. Specific role and schedule like any other Porter. Best Buddies may be used to fill Day Porter positions for policing and trash collection on the landside of operation.
 - b. Same pay and compensation package as any SEIU Custodian.

W. REFERENCE MATERIAL AND INFORMATION

Contractor must be familiar with and comply with applicable rules, requirements and regulations, including, but not limited to:

1. Advisory Circular 150/5370-2G (or current version) – Operational Safety on Airports During Construction:

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5370-2
2. Advisory Circular 150/5210-5D (or current version) – Painting, Marking and Lighting of Vehicles:

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-5
3. Airport Rules and Regulations

<https://www.ocair.com/about/administration/airport-governance/airport-rules-regulations/>

ATTACHMENT B COMPENSATION AND PRICING

- A. **Compensation:** This is a fixed fee/ usage Contract between the County and Contractor for Custodial Services as set forth in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The 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 and P of the County Contract Terms and Conditions.**

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

1. Estimated Cost and Fees

Line Item	Description	Estimated Monthly Total	Estimated Annual Total
1	Task 1, Full Service Custodial	\$484,436.82	\$5,813,241.84
2	Task 2, Facility Porters	\$15,491.52	\$185,898.24
3	Task 3.2, Carpet Deep Cleaning	\$16,898.05	\$202,776.60
4	Task 3.3, Tile Flooring Deep Cleaning	\$19,880.72	\$238,568.64
5	Task 3.4, Window Washing	\$4,258.75	\$51,105.00
6	Task 3.5, High Cleaning	\$5,482.14	\$65,785.68
7	Task 3.6, Power Washing	\$5,532.68	\$66,392.16
8	Task 4, Sharps and Liquids Disposal	\$2,555.28	\$30,663.36
9	Technology Annual Maintenance Fee	\$7,671.41	\$92,056.92
10	Subtotals	\$562,207.37	\$6,746,488.44
11	Task 5, Additional Work	\$27,726.80	\$332,721.60
12	One-Time Technology Purchase and Installation		\$58,789.44

Year 1 Contract Amount Not To Exceed: \$7,137,999.48
Year 2 Contract Amount Not To Exceed: \$7,079,210.04
Year 3 Contract Amount Not To Exceed: \$7,079,210.04
Total Contract Amount Not To Exceed: \$21,296,419.56

2. Additional Work (Task 5)

- a. Additional Work such as on-demand/as-needed cleaning or any related services not listed in the Contract must be approved by County's Project Manager or designee in accordance with Attachment A, Section F, Additional Work (Task 5).
- b. **The total NTE amount authorized for Additional Work is \$332,721.60 annually**
Expense Markups: Percentage markups on Additional Work is authorized against this Contract at the rates specified below.
 - Contractor markup on Subcontractors: 5%
 - Contractor markup on direct expenses (materials, supplies and equipment): 5%.
- c. Labor Rates: Contractor will use the Loaded Labor Rates below for Additional Work (Task 5) costs. Loaded rates include labor, benefits, profit and overhead.

Regular Time

Positions/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$36.06	\$11.54	\$47.60	\$4.28	\$51.88
HR & QC Mgr	\$31.25	\$10.58	\$41.83	\$2.93	\$44.75
Safety Officer	\$28.85	\$10.10	\$38.94	\$2.73	\$41.67
Supervisor, Sr.	\$31.25	\$10.58	\$41.83	\$2.93	\$44.75
Supervisor	\$20.00	\$8.33	\$28.33	\$1.98	\$30.31
Lead	\$16.27	\$10.29	\$26.56	\$1.86	\$28.42
Custodian	\$15.60	\$10.16	\$25.76	\$1.80	\$27.56
Custodian Restroom Responsibility	\$15.77	\$10.19	\$25.96	\$1.82	\$27.78
Utility/Floor Crew	\$16.27	\$10.29	\$26.56	\$1.86	\$28.42
Window Washer	\$16.27	\$10.29	\$26.56	\$1.86	\$28.42
Pressure Washer	\$16.27	\$10.29	\$26.56	\$1.86	\$28.42

Overtime

Positions/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$36.06	\$11.54	\$47.60	\$3.33	\$50.93
HR & QC Mgr	\$31.25	\$10.58	\$41.836	\$2.93	\$44.75
Safety Officer	\$28.85	\$10.10	\$38.94	\$2.73	\$41.67
Supervisor, Sr.	\$31.25	\$10.58	\$41.83	\$2.93	\$44.75
Supervisor	\$30.00	\$10.33	\$40.33	\$2.82	\$43.15
Lead	\$24.41	\$11.92	\$36.32	\$2.54	\$38.87
Custodian	\$23.40	\$11.72	\$35.12	\$2.46	\$37.58
Custodian Restroom Responsibility	\$23.66	\$11.77	\$35.42	\$2.48	\$37.90
Utility/Floor Crew	\$ 24.41	\$11.92	\$36.32	\$ 2.54	\$38.87
Window Washer	\$ 24.41	\$11.92	\$36.32	\$ 2.54	\$38.87
Pressure Washer	\$ 24.41	\$11.92	\$36.32	\$ 2.54	\$38.87

Holiday

Positions/Titles	Raw Hourly Rate	Hourly Employee Benefits	Total Hourly Employee Compensation	Company Overhead and Profit	Total Hourly
Site Manager	\$36.06	\$11.54	\$47.60	\$3.33	\$50.93
HR & QC Mgr	\$31.25	\$10.58	\$41.83	\$2.93	\$44.75
Safety Officer	\$28.85	\$10.10	\$38.94	\$2.73	\$41.67
Supervisor, Sr.	\$31.25	\$10.58	\$41.83	\$2.93	\$44.75
Supervisor	\$40.00	\$12.33	\$52.33	\$3.66	\$55.99
Lead	\$32.54	\$13.55	\$46.09	\$3.23	\$49.31
Custodian	\$31.20	\$13.28	\$44.48	\$3.11	\$47.59
Custodian Restroom Responsibility	\$31.54	\$13.35	\$44.89	\$3.14	\$48.03
Utility/Floor Crew	\$32.54	\$13.55	\$46.09	\$3.23	\$49.31
Window Washer	\$32.54	\$13.55	\$46.09	\$3.23	\$49.31
Pressure Washer	\$32.54	\$13.55	\$46.09	\$3.23	\$49.31

d. Conditions and Clarifications:

- JWA reserves the right to negotiate Task 5 Additional Work, based on the rates specified above and by mutual agreement with the Contractor.
- Additional Work labor rates for time and material Task Orders shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.
- For lump sum Task Orders, invoices shall be accompanied by approved quote(s).
- For time and material Task Orders, expense (parts, material, etc.) costs incurred under Task 5 must have supporting documentation of sufficient detail acceptable to the County to be eligible for reimbursement under the Contract. The County will not be responsible for payment of any cost not accurately itemized.
- JWA reserves the ability to start and/or stop Tasks 2 through 4, in whole or in part, at any time during the life of the contract, subject to the following:
 - i. Contractor must be given a minimum of (forty-five) 45 calendar days written notice on JWA letterhead to commence or stop any combination of Tasks 2, 3, and 4, in whole or in part.
 - ii. Task 2, 3, and 4 services must be approved for a minimum of six (6) months from commencement, or to the end of the contract, whichever is sooner.
 - iii. Contractor will only be paid for Task 2, 3, and 4 services for the actual months authorized by JWA.

C. Price Increase/Decreases: Overhead and Profit percentages must remain unchanged for the life of the contract. Loaded Labor rates may only be adjusted once per year on April 1 for the term of the contract. Annual adjustments to labor and benefits will be limited to:

- i. Union Rates: Documented and supported adjustments supported by updated, official prevailing wage rate determinations.
- ii. Non-Union Rates: The Consumer Price Index for all urban consumers as issued by the Bureau of Labor Statistics of the U.S. Department of Labor in the Los Angeles-Long Beach-Anaheim area ("CPI"), reported each September (as measured by the increase in the CPI from September of the previous year to August of the present year).

The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Increases to overhead, profit and mark ups will not be allowed.

D. 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 the County during the term of this Contract not otherwise specified and provided for within this Contract.

- E. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
- F. **Final Payment:** Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.
- G. **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. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

- H. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- I. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Federal Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. Master Agreement (MA) or Purchase Order (PO) number
 - G. Agency/Department's Account Number
 - H. Date of invoice and invoice number
 - I. Product/service description, quantity, and prices
 - J. Order Date/Service Date(s)
 - K. Sales tax, if applicable
 - L. Freight/delivery charges, if applicable
 - M. Total

Invoices and support documentation are to be forwarded to **(not both):**

Mailed to John Wayne Airport
 Attention: Accounts Payable
 3160 Airway Avenue

Costa Mesa, CA 92626

OR

Emailed to AccountsPayable@ocair.com

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

**ATTACHMENT C
CLEANING SCHEDULE FOR TASK 1**

This schedule proposes minimum cleaning requirements and is subject to change per the discretion of County Project Manager. All tasks are to be performed at minimum frequency as described and as needed. Any other cleaning requirements may be added at the discretion of County Project Manager and are considered within the Scope of this Contract.

If there are discrepancies or inconsistencies between Attachment A, Scope of Work and this table, Attachment C, the verbiage that is in the best interest of the John Wayne Airport and results in a cleaner, safer facility shall take precedence and prevail.

Description/Role	Daily Staff # Sun.	Daily Staff # Mon	Daily Staff # Tues	Daily Staff # Wed	Daily Staff # Thurs	Daily Staff # Fri	Daily Staff # Sat	Weekly Hours	Monthly Hours	Annual Hours	FTEs
Site Management											
Site Manager	0.00	1.00	1.00	1.00	1.00	1.00	0.00	40.00	173.33	2,080.00	1.00
HR & QC Mgr	0.00	1.00	1.00	1.00	1.00	1.00	0.00	40.00	173.33	2,080.00	1.00
Safety Officer	0.00	1.00	0.00	0.00	0.00	0.00	0.00	8.00	34.67	416.00	0.20
Manager Totals	0.00	3.00	2.00	2.00	2.00	2.00	0.00	88.00	381.33	4,576.00	2.20
Site Supervision											
Primary Supervisor 1	0.00	1.00	1.00	1.00	1.00	1.00	0.00	40.00	173.33	2,080.00	1.00
Primary Supervisor 2	1.00	1.00	1.00	1.00	0.00	0.00	1.00	40.00	173.33	2,080.00	1.00
Primary Supervisor 3	1.00	1.00	0.00	0.00	1.00	1.00	1.00	40.00	173.33	2,080.00	1.00
Supervisor/Lead	1.00	1.00	1.00	1.00	1.00	0.00	0.00	40.00	173.33	2,080.00	1.00
Supervisor/Lead	0.00	0.00	1.00	1.00	1.00	1.00	1.00	40.00	173.33	2,080.00	1.00
Supervisor Totals	3.00	4.00	4.00	4.00	4.00	3.00	3.00	200.00	866.67	10,400.00	5.00
Shift 1 (5:00am-1:30pm)											
Gates 1-5 & Restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Gates 6-10 & female RR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Gates 11-16 & men's RR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Female RR G12 & G16	0.50	0.50	0.50	0.50	0.50	0.50	0.50	28.00	121.33	1,456.00	0.70
Gates 17-22 & female RR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Ramp porter & employee restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing A&B, male restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing A&B, female restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing C, male restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing C, female restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Sidewalk C	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40

Description/Role	Daily Staff # Sun.	Daily Staff # Mon	Daily Staff # Tues	Daily Staff # Wed	Daily Staff # Thurs	Daily Staff # Fri	Daily Staff # Sat	Weekly Hours	Monthly Hours	Annual Hours	FTEs
Sidewalk A&B, (Best Buddies)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Ticketing Sidewalk A&B	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Ticketing Sidewalk C	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Men's Restroom G16 & Floater/Trash Porter	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Window Washing, below 10 ft & spot cleaning	1.00	1.00	1.00	1.00	0.00	0.00	1.00	40.00	173.33	2,080.00	1.00
Admin porter, 3160/3180	0.50	0.50	0.50	0.50	0.50	0.50	0.50	28.00	121.33	1,456.00	0.70
Shift 1 (5:00am-1:30pm)											
Totals	16.00	16.00	16.00	16.00	15.00	15.00	16.00	880.00	3,813.33	45,760.00	22.00
Shift 2 (1:00pm-9:30pm)											
Gates 1-5 & Restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Gates 6-10 & female RR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Gates 11-16 & men's RR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Female RR G12 & G16	0.50	0.50	0.50	0.50	0.50	0.50	0.50	28.00	121.33	1,456.00	0.70
Gates 17-22 & female RR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Ramp porter & employee restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing A&B, male restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing A&B, female restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing C, male restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Baggage Claim & Ticketing C, female restrooms	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Sidewalk C	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Sidewalk A&B, (Best Buddies)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Ticketing Sidewalk A&B	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Ticketing Sidewalk C	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Men's Restroom G16 & Floater/Trash Porter	0.50	0.50	0.50	0.50	0.50	0.50	0.50	28.00	121.33	1,456.00	0.70
Admin porter, 3160/3180	0.50	0.50	0.50	0.50	0.50	0.50	0.50	28.00	121.33	1,456.00	0.70
Terminal Offices & Airfield Restrooms & Offices	1.50	1.50	1.50	1.50	1.50	1.50	1.50	84.00	364.00	4,368.00	2.10
Shift 2 (1:00pm-9:30pm)											
Totals	16.00	16.00	16.00	16.00	16.00	16.00	16.00	896.00	3,882.67	46,592.00	22.40
Shift 3, Custodians (9:00pm-5:30am)											
3160	0.00	1.00	1.00	1.00	1.00	1.00	0.00	40.00	173.33	2,080.00	1.00
3180	0.00	1.00	1.00	1.00	1.00	1.00	0.00	40.00	173.33	2,080.00	1.00
Sweep/Mop CheckPoint A Gates 5-9 Vacuum R/R 9&8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40

Description/Role	Daily Staff # Sun.	Daily Staff # Mon	Daily Staff # Tues	Daily Staff # Wed	Daily Staff # Thurs	Daily Staff # Fri	Daily Staff # Sat	Weekly Hours	Monthly Hours	Annual Hours	FTEs
R/R Gate 1&5 Men's & Women's Gates 1-4 Sweep/Mop Vacuum	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Gate 16&21 Men's & Women's R/R Gates 16-21 Vacuum	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Terminal C All Non- Sterile R/R, Elevators, CBP	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
All Elevators & Escalator Terminal A&B/ Administration	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
All Non-Sterile Restrooms Terminal A/B	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Sweep/Mop Non-Sterile Terminal A Ticketing and Baggage Areas	1.50	1.50	1.50	1.50	1.50	1.50	1.50	84.00	364.00	4,368.00	2.10
Sweep/Mop Non-Sterile Terminal Ticketing and Baggage Areas	1.50	1.50	1.50	1.50	1.50	1.50	1.50	84.00	364.00	4,368.00	2.10
Sweep/Mop Non-Sterile Terminal B Ticketing and Baggage Areas	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Sweep/Use Ride On Scrubber in front Market Place Area Sweep and mop Edges Gates 15-21 Gate 15 escalators and two elevators	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Gate 12 Men's & Women's R/R Gates Sweep /Mop Checkpoint B Gates 10-15 vacuum	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Shift 3, Custodians (9:00pm-5:30am) Totals	12.00	14.00	14.00	14.00	14.00	14.00	12.00	752.00	3,258.67	39,104.00	18.80
Shift 3, Utility & Floor Crew (Task 1) (9:00pm-5:30am)											
Restrooms/Kaivac	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Restrooms/Kaivac	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Jetbridges	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
VCT & Hard Floors	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Carpet spotting gates	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Shift 3, Utility & Floor Crew (Task 1) (9:00pm-5:30am)	5.00	5.00	5.00	5.00	5.00	5.00	5.00	280.00	1,213.33	14,560.00	7.00
Task 2 through 4 Staffing											
Task 2 facility porters, shift 1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40
Task 2 facility porters, shift 2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	56.00	242.67	2,912.00	1.40

Description/Role	Daily Staff # Sun.	Daily Staff # Mon	Daily Staff # Tues	Daily Staff # Wed	Daily Staff # Thurs	Daily Staff # Fri	Daily Staff # Sat	Weekly Hours	Monthly Hours	Annual Hours	FTEs
Task 3.2 carpet deep cleaning, shift 3	3.00	3.00	3.00	3.00	3.00	0.00	0.00	120.00	520.00	6,240.00	3.00
Task 3.3 tile floor deep cleaning, shift 3	3.00	3.00	3.00	3.00	3.00	0.00	0.00	120.00	520.00	6,240.00	3.00
Task 3.4 window washing, Interior 2x per yr									40.00	480.00	0.23
Task 3.4 window washing, Exterior 2x per yr									60.00	720.00	0.35
Task 3.5 high cleaning									148.33	1,780.00	0.86
Task 3.6 power washing	1.00	1.00	1.00	1.00	1.00	0.00	0.00	40.00	173.33	2,080.00	1.00
Task 4 sharps & liquid (These hours are spread on and included in day and night shifts)											0.00
Task 2 through 4 Totals	9.00	9.00	9.00	9.00	9.00	2.00	2.00	392.00	1,947.00	23,364.00	11.23

Staffing Summary	Daily Staff # Sun	Daily Staff # Mon	Daily Staff # Tues	Daily Staff # Wed	Daily Staff # Thurs	Daily Staff # Fri	Daily Staff # Sat	Weekly Hours	Monthly Hours	Annual Hours	FTEs
Manager Totals	0.00	3.00	2.00	2.00	2.00	2.00	0.00	88.00	381.33	4,576.00	2.20
Supervisor Totals	3.00	4.00	4.00	4.00	4.00	3.00	3.00	200.00	866.67	10,400.00	5.00
Shift 1 (5:00am-1:30pm) Totals	16.00	16.00	16.00	16.00	15.00	15.00	16.00	880.00	3,813.33	45,760.00	22.00
Shift 2 (1:00pm-9:30pm) Totals	16.00	16.00	16.00	16.00	16.00	16.00	16.00	896.00	3,882.67	46,592.00	22.40
Shift 3, Custodians (9:00pm-5:30am) Totals	12.00	14.00	14.00	14.00	14.00	14.00	12.00	752.00	3,258.67	39,104.00	18.80
Shift 3, Utility & Floor Crew (Task 1) (9:00pm-5:30am)	5.00	5.00	5.00	5.00	5.00	5.00	5.00	280.00	1,213.33	14,560.00	7.00
Task 2 through 4 Totals	9.00	9.00	9.00	9.00	9.00	2.00	2.00	392.00	1,947.00	23,364.00	11.23
Combined Staffing Summary Totals	61.00	67.00	66.00	66.00	65.00	57.00	54.00	3,488.00	15,363	184,356	88.63

ATTACHMENT D STAFFING PLAN

1) Key Personnel

Name	Classification/ Designation	Years of Experience	Length of Time with Firm
Mariella Lewis	Regional Operations Manager/ Principal	23	23
Rosa Vargas	Project Account Manager	3.5	7
Ana Hutton	Human Resources/ QC Officer	2	18
Lourdes Ruedas	Safety Officer	5	13
Pedro Camunez	1 st Shift Supervisor	10	<1
Alejandra Nunez	2 nd Shift Supervisor	15	12
Alma Acevedo	3 rd Shift Supervisor	10	2.5
Sebastian Guapilla	Relief Supervisor	18	10

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2) Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
South Shore Building Services, Inc. 4208 E. La Palma Avenue, Anaheim, CA 92807	Marc Fetig (714) 290-9758	Windows

**ATTACHMENT E
BASIS OF DEDUCTIONS**

Basis of Deductions for Terminals A, B, C & Outer Buildings

Prices shown in the Schedule of Deductions will be utilized in conjunction with Section Q, Quality Assurance of Attachment A, Scope or Work to make deductions to the Contract price for defective work.

These administrative deductions will be made on top of deductions based upon the severity of the deficiency and shall be imposed as follows:

Line No.	Description	Frequency	Total Price
1	Administration Costs	Each Instance	\$100.00
2	Deficiencies found during Inspections	Each Instance	\$150.00
3	Deficiencies Reported	Each Instance	\$100.00
4	Non-responsiveness	Each Instance	\$150.00
5	Insufficient Reporting	Each Instance	\$150.00
6	Inaccurate Reports	Each Instance	\$150.00
7	Untimely Reports	Each Instance	\$100.00
8	Spills not cleaned within 30 Minutes	Each Instance	\$150.00
9	Uniform Deficiencies	Each Instance	\$100.00 and Employee Can Not Work Until Uniform is complete
10	Unusable Cleaning Equipment	Each Instance	\$200.00
11	Insufficient or Unacceptable Supplies	Each Instance	\$100.00
12	Area Not Cleaned as Required	Square Foot	\$10.00
13	HEPA Filters Not Used as Required	Each Instance	\$500.00

ATTACHMENT F BASIS OF DEDUCTIONS

1. **24/7/365:** 24/7/365 shall mean twenty-four (24) hours per day, seven (7) day per week, three hundred sixty-five (365) days per year, round-the-clock service and nonstop service.
2. **3160:** 3160 Airway Avenue, Costa Mesa is the JWA Administration building which most airport administration personnel is located. This shall not be confused with the Terminal administration area where the remaining airport personnel are located.
3. **3180:** 3180 Airway Avenue, Costa Mesa is the JWA Maintenance building where airport maintenance personnel are located.
4. **366:** 366 Paularino, Costa Mesa is the old Fire Station 33 that is now used as an office and storage space for gate security and Sherriff staff.
5. **Airfield Fenceline:** the path of the airfield perimeter fence.
6. **AOA:** Aircraft Operations Area.
7. **BMP:** Best Management Practices
8. **Buff:** Method of bringing a natural shine to a surface without the use of chemicals.
9. **Clean:** State of cleanliness that is free of dust, dirt, debris, stains, spots, smudges, fingerprints, germs, bacteria, and any other foreign matter, and all metallic items shall be polished to a shine.
10. **Clean or cleaning:** Any janitorial function that renders the facilities free of dust, dirt, debris, stains, spots, smudges, fingerprints, germs, bacteria, and any other foreign matter, and all metallic items shall be polished to a shine.
11. **Cleaning from 5:30 am to 9:00 pm - Ongoing cleaning** services/cursory services that can be quickly done with minimal impact to the traveling public.
12. **Cleaning from 9:00 pm to 5:30 am: Thoroughly Clean:**Also referred to as deep cleaning. Cleaning that requires restricted access of the traveling public to complete. This includes but is not limited to dusting, washing, scrubbing, stripping, sealing, waxing, buffing, polishing, sanitizing, disinfecting, deodorizing, vacuuming and extracting. Contractor shall use best methods to render surfaces as close to new as possible.
13. **Computerized Maintenance Management System (CMMS):** A software that centralizes maintenance information and facilitates the processes of maintenance operations. The Airport currently uses Maximo as the official Airport CMMS for managing Maintenance Work Orders.
14. **Co-generation Plant (also referred to as the Central Utility Plant or CUP):** The facility for electrical and HVAC generation located across from Parking Structure C. The restrooms are located within the facility and office space is in a trailer just outside.
15. **Daniel's System:**Type of Sharps Containers
16. **Days:**Days mean calendar days unless otherwise specified
17. **DPA:** DPA shall mean the Deputy Purchasing Agent assigned to this Contract.
18. **Dispenser:** A container so designed that the contents can be used in prescribed amounts. For the purposes of this contract, Contractor shall consider all types of dispensers when dispenser/s is mentioned. This includes but is not limited to: soap, paper towels, toilet seat covers, toilet paper, and feminine products.

19. **Dust:** Remove particulates attached to surfaces by static or settled by gravity
20. **Elevators:**
- A. Elevator Cabs: Area viewed while inside of elevator.
 - B. Elevator Floors: The bottom or lower part of the elevator.
 - C. Elevator Lobbies: Vestibule area in front of each elevator on each floor for passengers to gather and await elevator arrival. Area is delineated by building design and floor treatment.
 - D. Elevator Sills: A structural member consisting of a continuous horizontal extruded aluminum forming the lowest member of a framework to support and guide elevator doors.
21. **Escalators:**
- A. Escalator Balustrades: a glass baluster topped by a moving handrail serving to prevent passengers from falling off the continuously moving steps.
 - B. Escalator Landings: The level part of an escalator at the top or bottom of the flight of moving stairs.
 - C. Escalator Treads : Structural member consisting of the horizontal part of a stair or step
22. **Extract:** Process utilizing heated water and chemicals that extracts or draws out dirt from carpet using suction as a means to lift liquids from carpeted surfaces.
23. **Family Rooms:** Adjoining restroom areas that is designed for family usage.
24. **Feminine Products:** Feminine hygiene products and disposal bags designed for these products
25. **FSS:** File Sharing System
26. **GTC:** Ground Transportation Center
27. **HEPA:** Type of pleated mechanical air filter. It is an acronym for "high efficiency particulate air [filter]" (as officially defined by the U.S. Dept. of Energy). This type of air filter can theoretically remove at least 99.97% of dust, pollen, mold, bacteria, and any airborne particles with a size of 0.3 microns (μm).
28. **HVACs Diffusers:** Heating and Air-conditioning diffusers, vents, grills, that directs air.
29. **Machine Scrub:** Mechanical scrubbing with soap and/or degreaser.
30. **Nursing Room:** A private room available to nursing mothers located in Terminal B.
31. **OCFA:** Orange County Fire Authority
32. **Outer buildings:** Shall include Terminal Administration, 3160 Airway, 366 Paularino, TSA trailer, Co-gen plant, and 3180 Airway.
33. **Pile Lift:** Lifting process that stands carpet yarn up from the weave.
34. **Pile Lifter:** Machine that stands carpet yarn up from the weave.
35. **POC:** Point of Contact
36. **Police:** The act of inspecting an area and identifying areas in need of cleaning.
37. **Polish:** Returning a shine or luster to a surface.
38. **Pressure Wash:** The act of washing using power equipment; utilizing hot water under high pressure with a solvent/soap solution.

39. **QC Officer:** Quality Control Officer
40. **Ramp:** Area designated for aircraft boarding and fueling operations adjacent to the Terminal and AOA.
41. **Rehrig system:**Types of Sharps Containers
42. **Restroom:** For the purposes of this Contract, Contractor shall consider all items found in the restrooms when restrooms are mentioned. This includes but is not limited to: sinks, faucets, mirrors, toilets, urinals, partitions, walls, floors, ceilings, baby changing tables, and all types of dispensers that one would find in the restrooms.
43. **Sanitary Disposal Cans:** Used to dispose of feminine hygiene products.
44. **Sanitize:** Make sanitary by cleaning or sterilizing.
45. **Scrub:** The act of cleaning a surface by rubbing it with a brush and soap and water.
46. **Scrubbed:** Aggressive or persistent process to remove embedded contaminants, materials and particulates from surfaces.
47. **Seal:** A finishing coat applied to exclude moisture.
48. **Service Animal Relief Area (SARA):** Three relief areas for service animals. Two are located on the outer walkway of the Terminal and one is located on the sterile side.
49. **Service Area:** Services Areas are those areas of the Airport property where Contractor is required to provide Custodial Services under this contract.
50. **Service Desk:** The JWA Maintenance communications center available 4:30 am through 12:00 am which can be contacted at 949-852-4004.
51. **Shine:** The quality or state of shining; brightness; luster, gloss; polish; sheen.
52. **Spot Clean:** Removal of a mark on a substance or body made by foreign matter; a blot; a place discolored.
53. **Stains:** A soiled or discolored appearance.
54. **Stairwells:** For the purposes of this Contract all associated stairwell hardware will be understood when stairwells are mentioned. Stairwell hardware includes handrails, stair treads, stair risers, and the coating that may be applied to them.
55. **Subcontractor** means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
56. **Tandem Seating:**Seating manufactured by Herman Miller used throughout the Terminal for passenger convenience.
57. **Terminal Administration:** Area that administrates airport operations located in the Terminal.
58. **Water Recovery System:** A system to recover water preventing water from entering gutters and storm drains
59. **Wax/waxed:** Applying a coat of wax and polishing the surface to a high shine.
60. **Work Order:** A Work Order includes information about a Maintenance Task including, but not limited to description, priority, status, assignment and schedule.