



Request for Proposal For Janitorial Services



PROPOSAL SUBMITTAL DUE DATE: Thursday March 3, 2011 by 4:00 p.m.

**County of Orange/John Wayne Airport
Eddie Martin Administration Building
3160 Airway Avenue
Costa Mesa, CA 92626**

REQUEST FOR PROPOSAL

COUNTY OF ORANGE
JWA/Purchasing
3160 Airway Ave.
Costa Mesa, CA 92626
949.252.5171

**PROPOSALS MUST BE RECEIVED
ON OR BEFORE**

March 3, 2011

Date

By 4:00 p.m.

Time

280-A19026-JP
Proposal Number

INSTRUCTIONS:

1. SUBMIT 1 ORIGINAL, 5 COPIES OF YOUR PROPOSAL PACKAGE AND 6 SOFTCOPIES
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:
Tammy Killingsworth at
TKillingsworth@ocair.com
Release Date: Feb. 4, 2011

REQUEST FOR PROPOSALS (RFP) COVER PAGE

The County of Orange, John Wayne Airport (JWA) hereinafter referred to as "County", is soliciting proposals from qualified firms, hereinafter referred to as "Offerors", to provide Janitorial Services. Awarded Contract, hereinafter referred to as "Contract", will be a fixed price Contract between County and selected Offeror. Offerors must meet the minimum qualifications and requirements set forth herein in order to be considered for selection.

This Request for Proposal, hereinafter referred to as "RFP" or "Proposal," is set out in the following format:

- SECTION I: Introduction and Instructions to Offerors
SECTION II: Proposal Response Requirements
SECTION III: Model Contract followed by Attachments and Exhibits

Mandatory Pre-Proposal Conference and Job Walk on February 15, 2011 at 9:30 a.m.

All questions or requests for clarification must be received by February 24, 2011 at 4:00 p.m.

Proposals are due at the date and time specified above. Proposals must be submitted in sealed packages. See complete instructions in Section I – Item C, letter a.

All questions and inquiries related to this RFP must be directed to: Tammy Killingsworth, hereinafter referred to as assigned Deputy Purchasing Agent (DPA), through BidSync under Bid #280-A19026-JP. See complete instructions in Section I – Item C, letter b.

Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP. JWA/Purchasing will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by JWA/Purchasing Department is unauthorized and will be considered invalid.

<input type="checkbox"/> I HAVE READ, UNDERSTAND AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN. Date: _____ Company Legal Name: _____		
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

**If a corporation, this document must be signed by two corporate officers. The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President. The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

RETURN THIS SHEET WITH YOUR RESPONSE

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I. INTRODUCTION AND INSTRUCTIONS TO OFFERORS



SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS**A. INTRODUCTION**

JWA is owned and operated as a department of the County of Orange. The five-member Orange County Board of Supervisors oversees the management of the County government. JWA is accounted for as a self-supporting enterprise fund and is managed by the Airport Director (who is appointed by the County Executive Officer) and his staff. A five-member Airport Commission, appointed by the County Board of Supervisors, acts in an advisory capacity to the Board on airport and air transportation matters.

JWA is the only commercial service airport in Orange County, California. From its first day of operation in September 1990, the Thomas F. Riley Terminal has established a reputation for superior customer service, convenience and security. The Airport has served more than 100 million commercial passengers since that day.

JWA is open 7 days a week, 24 hours a day, 365 days a year with public access to sterile areas between the hours of 4:30 a.m. to 11:00 p.m.

County is requesting proposals from qualified Offeror(s) who can provide Janitorial Services as further described in Attachment A – Scope of Work of the Model Contract, including attachments.

B. PROPOSED TIME SCHEDULE

02/04/11	RELEASE OF PROPOSAL
02/15/11	MANDATORY PRE-PROPOSAL CONFERENCE – 9:30 A.M.
02/24/11	WRITTEN QUESTIONS DUE BY 4:00 P.M.
03/03/11	PROPOSALS DUE BY 4:00 P.M.
03/04/11 – 03/17/11	EVALUATION OF PROPOSALS
03/21 – 03/25/11	ORAL PRESENTATIONS
03/28/11 – 03/31/11	DISTRIBUTE “NOTICE OF INTENT TO AWARD” NOTICES
05/18/11 (EST)	JWA AIRPORT COMMISSION HEARING
06/07/11 (EST)	REQUEST APPROVAL BY COUNTY BOARD OF SUPERVISORS TO AWARD CONTRACT
10/01/11 (EST)	CONTRACT COMMENCES

C. INSTRUCTIONS TO OFFERORS AND PROCEDURES FOR SUBMITTAL

Please read the following “Offeror’s Instructions” and “Offeror’s Response Requirements” carefully and check your proposal package immediately upon receipt to ensure that you have in your possession all the necessary documents. Information presented in this RFP is provided solely for the convenience of Offerors and other interested parties. It is the responsibility of the Offerors and interested parties to assure themselves that the information contained in this package is accurate and complete. County or its advisors provide no assurances pertaining to the accuracy of the data in the RFP.

- a. **Proposal Package Delivery:** Clearly identified Proposal Packages, regardless of manner of delivery, must be placed in sealed envelopes and received by JWA Reception, at the address specified below, on or prior to 4:00 p.m. on the date as specified on Cover Page. Sealed

envelopes must be marked clearly with the RFP number, date and time of the RFP closing. It is Offeror's responsibility to verify that the closing date on the RFP envelope matches the closing date of the RFP. RFP may be submitted via mail or hand delivered to:

Re: RFP No. 280-A19026-JP
For
Janitorial Services
County of Orange
JWA/Purchasing
Attn: Tammy Killingsworth, DPA
3160 Airway Ave.
Costa Mesa, CA 92626

- i. **JWA/PURCHASING REGULAR BUSINESS HOURS:** Monday through Friday
8:00 a.m. to 5:00 p.m.

JWA/Purchasing will be closed on the following County holidays for 2011:

January 17 – Martin Luther King Day
February 12 – Lincoln's Birthday
February 21 – Presidents Day
May 30 – Memorial Day
July 4 – 4th of July
September 5 – Labor Day
October 10 – Columbus Day
November 11 – Veterans Day
November 24 – Thanksgiving
November 25 – Day after Thanksgiving
December 26 – Day after Christmas

- ii. *All Proposals, regardless of the manner of delivery, are due no later than the due date and time specified within this solicitation. Late Proposals will not be accepted unless in the best interest of the County. It is the responsibility of the Offeror to ensure that delivery is made to the JWA Receptionist at the specified address by the due date and time specified. Delivery receipts are available upon request.*
1. Mailed Proposals must be received, date and time-stamped on the outside of sealed package, by the JWA Receptionist prior to 4:00 p.m. on the due date.
 2. Hand-Delivered Proposals must be given to JWA Receptionist; **DO NOT LEAVE PROPOSALS AT ANY OTHER DEPARTMENT LOCATED AT JWA.** The entrance to the JWA Administration Building is located at the front of the building (alongside Airway Avenue); see Proposal Submittal Location Map on page 15. All hand delivered Proposals must be time and date stamped, on the outside of sealed package, by JWA receptionist on or prior to 4:00 p.m. on the due date. Receipts are available upon request.
- 3. Facsimile/faxed or e-mailed Proposals are not allowed.**
- b. **Important BidSync Notice:** To receive or respond to County solicitations vendors are required to register with www.BidSync.com. During registration, vendors will select from a list of commodities based on the goods and services they provide. After registering, vendors will begin to receive e-mail notifications about County bid and proposal opportunities for goods and services their company provides. There is no cost to register.

- c. **Questions and Addenda:** County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed Contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to the DPA via [BidSync](#) (Bid #280-A19026-JP). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.

Offeror shall post their questions on BidSync and the assigned DPA will respond to all questions. Email questions will not be answered but Offeror will be directed to BidSync. All questions or requests for interpretations must be received by **February 24, 2011 at 4:00 pm**. The person submitting the request will be responsible for its prompt and timely submission.

- d. **Mandatory Pre-Proposal Meeting:** All Offerors must be in attendance at the Pre-Proposal meeting in order to continue in the RFP process. **Attendance at the meeting is mandatory.**

Pre-Proposal Information:

Location: 3160 Airway Ave., Costa Mesa, CA 92626

Date: Tuesday, February 15, 2011

Time: 9:30 a.m.

- i. **Offerors are encouraged to arrive early to ensure a parking space.**
- ii. The Pre-Proposal Meeting will be to familiarize all Offerors with the terminal conditions.
- iii. After the Pre-Proposal Meeting there will be a tour of the terminal, including the secured side and Terminal C. To ensure safety and availability, this portion of the job walk will be limited to **one** person per company, no exceptions please.

Important Job walk requirements: Terminal C is currently under construction and OSHA requirements regarding personal protection equipment will be in full force. This regulation requires that attendees be equipped with a hard hat, safety vest, eye protection, and **hard sole boots/shoes with steel cap protection**. The first three items can be provided by JWA, but each Offeror must provide their own shoes that meet OSHA regulations.

- iv. Offeror must email Tammy Killingsworth at TKillingsworth@ocair.com by Thursday, February 10, 2011 at 4:00 p.m. with the following information:
 - Name of Company
 - Number of people attending pre-proposal meeting
 - Name of person to attending tour

Offerors are requested to limit their questions during this Pre-Proposal meeting and submit any questions through BidSync.

- e. **Bid Surety:** Proposals shall be accompanied by a certified or cashier's check, or an acceptable Bidder's bond for an amount not less than five percent (5%) of the RFP; checks are to be made payable to the order of the County of Orange. Said check or bond shall be given as guarantee that Offeror will furnish required Performance Bond, proof of insurance and will enter the Contract if awarded. In case of refusal or failure to furnish the required documents and enter the Contract within 10 working days after notification from assigned DPA, the check or bond shall be forfeited.
- f. **Validity of Proposals:** Proposals must be valid for a period of at least 365 calendar days from the closing date and time for receipt of Proposals. No proposal may be withdrawn after the submission date.

- g. **Quantity of Proposals Required:** Each Offeror must provide: **One (1) original signed copy, five (5) copies and six (6) soft (electronic) copies** of their Proposal. The original signature is to be clearly marked as “ORIGINAL” on the outside cover and contain **original ink signatures**. All copies should be clearly marked “COPY”.

All Proposals shall be submitted on standard 8.5” x 11” paper. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II – Proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply exactly and complete, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and must fully address each requirement and question. Although not a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

Electronic versions of the Proposal shall be submitted on CD-ROM, DVD, or USB Flash Drive. Electronic versions must include:

- i. Proposal Request Requirements (Microsoft Word or PDF format)
 - ii. Model Contract with any additions or deletions shown using “track changes” (Microsoft Word format)
 - iii. Scope of Work (Attachment A in Model Contract) with any additions or deletions shown using “track changes” (Microsoft Word format)
- h. **Proposals are not to be marked as confidential or proprietary. County may refuse to consider any Proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure.** County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County.
- i. **Offeror RFP examination:** By submitting a Proposal, Offeror represents that it has thoroughly examined County’s requirements and is familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve County’s objectives.
- j. **Proposal submission:** Each Offeror must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County’s consideration.
- k. **Proposal Rejection:** Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proponent from full compliance.
- l. **Pre-contractual Expenses:** Pre-contractual expenses are not to be included in Attachment B – Contractor’s Pricing. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Offeror in: a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Offeror’s proposal; and d) any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
- m. **Negotiations:** County reserves the right to: a) negotiate the final Contract with any Offeror(s); b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; c) award its total requirements to one Offeror or to apportion those requirements among

two or more Offerors; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Offeror; therefore, Proposal submitted should contain Offeror's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Offeror.

- n. **Joint Venture Submittal:** Where two or more Offerors desire to submit a single Proposal in response to this RFP, they must do so on a prime/subcontractors basis rather than as a joint venture. County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
- o. **Lobbyists:** County does not require and neither encourages nor discourages the use of lobbyists or other contractors for the purpose of securing business.

D. **INSTRUCTIONS – PROTEST PROCEDURES**

In the event an Offeror believes that County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or Offeror believes that any resulting Contract would be commercially impractical to perform, Offeror must file a written protest with assigned DPA.

- a. **Procedure:** All protests shall be typed under protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
 - i. Name, address and telephone number of the protester;
 - ii. Signature of the protester or the protester's representative;
 - iii. Solicitation or Contract number;
 - iv. A detailed statement of the legal and/or factual grounds for the protest; and
 - v. The form of relief requested.
- b. **Protest of Solicitation Specifications:** All protests related to the solicitation specifications must be submitted to assigned DPA no later than five (5) business days prior to the close of the solicitation. Protests received after the five (5) business day deadline will not be considered by County.

In the event the protest of solicitation specifications is denied and protester wishes to continue in the solicitation process, they must still submit a response to the solicitation prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in the solicitation.

- c. **Protest of Award of Contract:** In protests related to the award of a Contract, the protest must be submitted no later than five (5) business days after the "Notice of Intent to Award Contract" is provided by assigned DPA. Protests relating to a proposed Contract award which are received after the five (5) business day deadline will not be considered by the County.
 - i. **Protest Process**
 - 1. In the event of a timely protest, County shall not proceed with the solicitation or award of the Contract until assigned DPA, County Purchasing Agent or Procurement Appeals Board renders a decision on the protest.
 - 2. Upon receipt of a timely protest, assigned DPA will within 10 business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
 - 3. County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the Contract is necessary to protect

the substantial interests of the County. Award of a Contract shall in no way compromise protester's right to the protest procedures outlined herein.

4. If protester disagrees with the decision of assigned DPA, protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

ii. Appeal Process

1. If protester wishes to appeal the decision of assigned DPA, protester must submit, within three (3) business days from receipt of assigned DPA's decision, a written appeal to the Office of the County Purchasing Agent.
2. Within 15 business days, County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
3. Decision of County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. EVALUATION PROCESS & CRITERIA

All proposals will be reviewed by a proposal evaluation committee composed of members of JWA Facilities staff, Airport Commission and may include one or more members of the general public.

The evaluation committee's recommendation will be advisory to the Board of Supervisors. It is the County's intent to award the Contract to the most qualified and responsible Proposer who's Proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below.

County, at its discretion, reserves the right to waive any procedural irregularity or immaterial defects in proposals which County deems to not warrant rejection of a proposal. Such waiver shall not relieve Proposer of complying with the terms and conditions of the RFP.

In addition, Offerors may be required to provide additional information as it relates to requested and/or proposed services.

Proposals deemed to meet all minimum RFP requirements will be scored based on the established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank ordered, based upon the Offeror(s) submitted written materials.

The evaluation process will be conducted in two (2) phases. Only the top ranking Proposals from Phase I will be invited to participate in Phase II. Phase I will be an evaluation of the written Proposal and Phase II will consist of an evaluation of an oral presentation of the Proposal.

Phase I – Written

Written Proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP. The scores from the written Proposals, based on the criteria provided, will account for 80% of the total score.

Proposals will be rated as follows:

<ul style="list-style-type: none"> • APPROACH TO SCOPE OF WORK <ul style="list-style-type: none"> ○ Transition and implementation plans ○ Work tasks ○ Methodology ○ Scheduling <ul style="list-style-type: none"> ▪ Daily cleaning ▪ Periodic cleaning ○ Performance standards ○ Supplies ○ Equipment 	20%
<ul style="list-style-type: none"> • STAFFING <ul style="list-style-type: none"> ○ Proposed staffing plan <ul style="list-style-type: none"> ▪ Number of FTEs ▪ Outline of shift coverage ▪ Contingency plan ○ Key Personnel <ul style="list-style-type: none"> ▪ List of key personnel ▪ Resumes ○ Justification for Staffing Model 	25%
<ul style="list-style-type: none"> • COST 	20%
<ul style="list-style-type: none"> • FINANCIAL STABILITY <ul style="list-style-type: none"> ○ General Description ○ Carrying Costs ○ Bankruptcy Information ○ Litigation, Liens or Claims ○ Other Business 	15%
<ul style="list-style-type: none"> • QUALIFICATIONS AND EXPERIENCE <ul style="list-style-type: none"> ○ Statement ○ Relevant Experience ○ References ○ Licenses ○ Certification/Accreditation 	20%

Phase II – Oral Interviews

If selected as a finalist, Offerors must be prepared to make their oral presentation within five (5) business days after notification. Offerors must be prepared to discuss all aspects of their Proposal in detail, including technical questions. Offerors will not be allowed to alter or amend its Proposal through the use of the presentation process. The value of Phase II will be 20% of the finalists total score.

Oral interviews will be evaluated as follows:

<ul style="list-style-type: none"> • Quality Control Monitoring <ul style="list-style-type: none"> ○ Inspection Programs ○ Supervisor oversight plan 	30%
<ul style="list-style-type: none"> • Reporting Requirements <ul style="list-style-type: none"> ○ Certified payroll programs ○ Documentation and reporting of deficiencies 	20%
<ul style="list-style-type: none"> • Performance Guarantees <ul style="list-style-type: none"> ○ Incident response timelines and follow up ○ Client satisfaction assurance program/plans 	20%
<ul style="list-style-type: none"> • Customer Service Performance Standards <ul style="list-style-type: none"> ○ Staff education/training programs ○ Communication plans 	30%

If all other factors are determined to be equal, preference shall be given to firms having a bona-fide place of business closest to JWA. County Purchasing Agent and DPA reserve the right to award tie Offerors by performing a re-solicitation of the tied firms.

F. SELECTION/AWARD PROCEDURES

Upon completion of the evaluation process, the Evaluation Panel will make a recommendation for the DPA to issue the "Notice of Intent to Award" to all RFP participating Proposers. It is the County's intent to award the Contract to the most qualified and responsible Proposer.

The County reserves the right to award the Contract to other than the evaluation committee's top ranked Proposer, to reject any or all proposals, to cause re-soliciting of the proposals, or to take such other course of action as the County deems appropriate at the County's sole and absolute discretion.

The Model Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's Proposal and qualifications.

Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Offeror's inability to comply with any of the provisions thereof are to be declared in the Offeror's Proposal; Section II - Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Offeror after submission of its Proposal may result in elimination from further consideration.

G. COUNTY OF ORANGE CHILD SUPPORT REQUIREMENTS

In order to comply with the child support enforcement requirements of the County, within 10 days of notification of selection of award of Contract but prior to official award of Contract, the selected Offeror agrees to furnish to the County Purchasing agent or the assigned agency/department DPA:

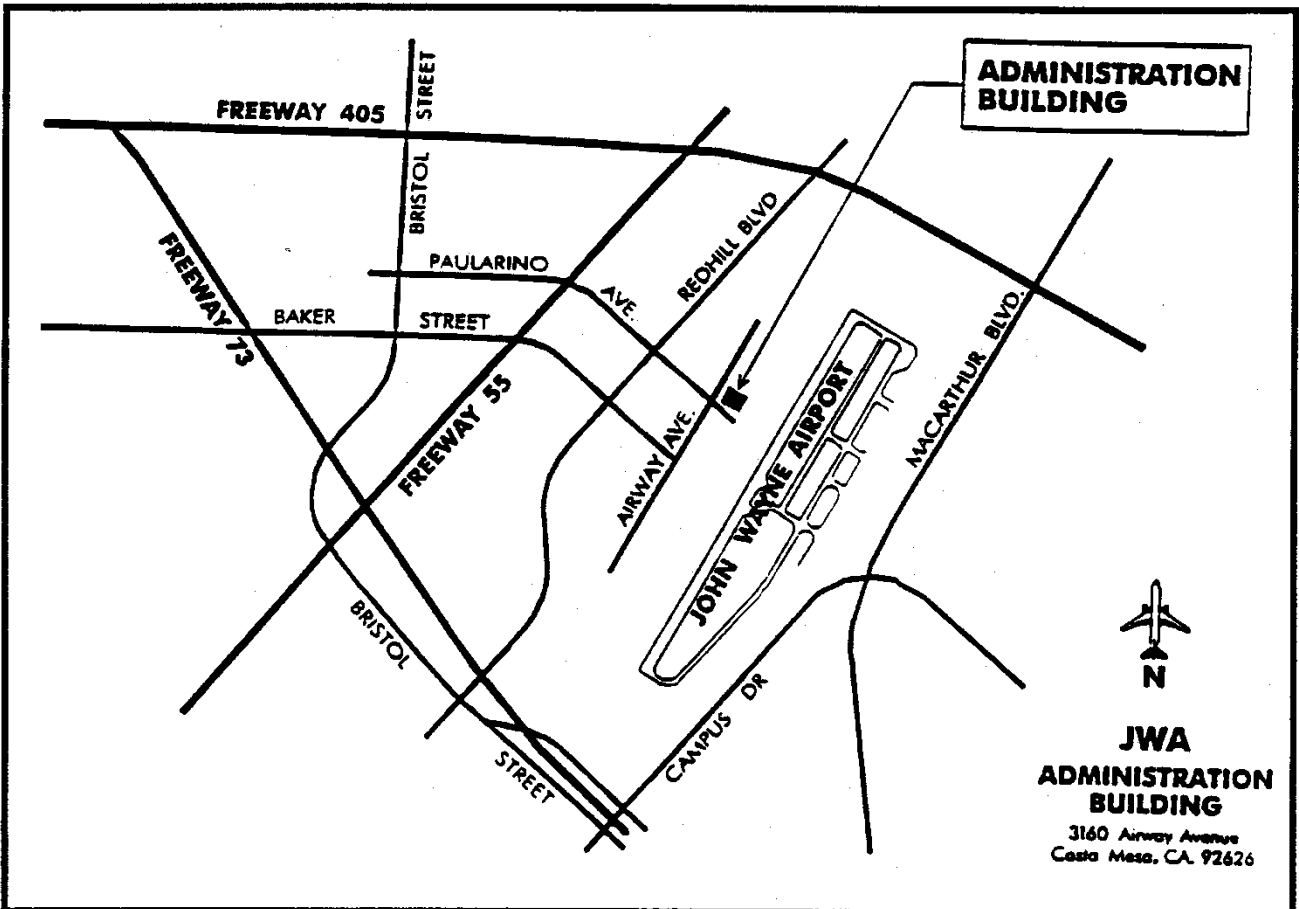
- a. In the case of an individual Offeror, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a Offeror doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10% or more in the contracting entity;
- c. A certification that Offeror has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that Offeror has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Offeror to timely submit the data and/or certifications required may result in the Contract being awarded to another Offeror. In the event a Contract has been issued, failure of the Offeror to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Offeror shall utilize the forms provided in Section III - Exhibit I of this solicitation to satisfy this requirement)

H. PROPOSAL SUBMITTAL LOCATION MAP

John Wayne Airport
Eddie Martin Administration Building
Airport Commission Hearing Room



3160 Airway Avenue, Costa Mesa, CA 92626

DIRECTIONS:

From the southbound 405 Freeway

Take the Bristol Street Exit
Turn left on Paularino Avenue
After Paularino crosses Airway Avenue (4-way stop)
Turn left into the parking lot behind the building

From the northbound 405 Freeway

Transition to the 55 Freeway south
Take Baker Street/Paularino Avenue exit
Turn left on Paularino Avenue
After Paularino crosses Airway Avenue (4-way stop)
Turn left into the parking lot behind the building

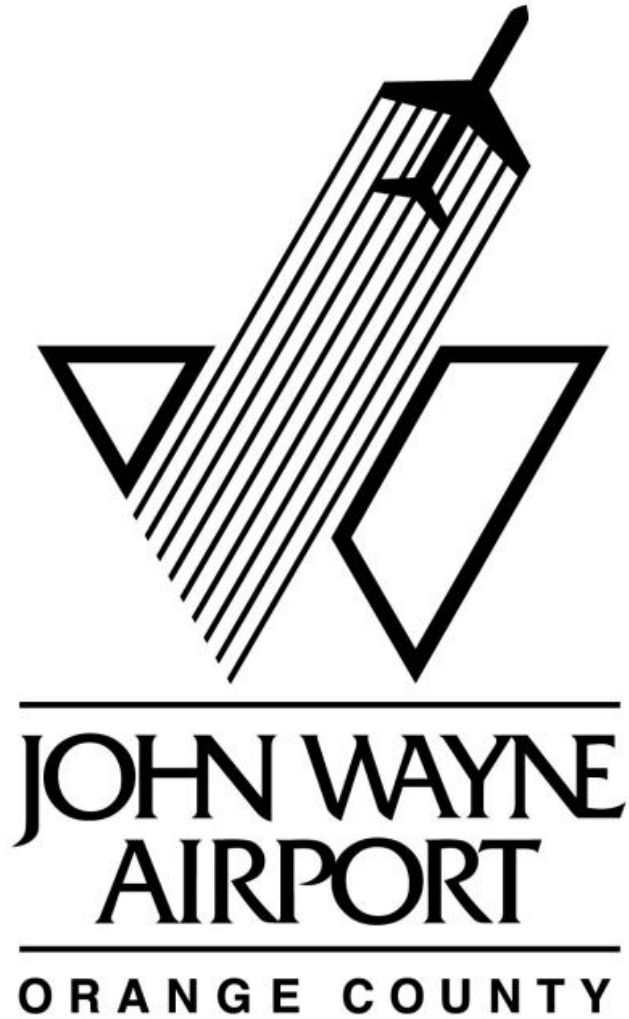
From the southbound 55 Freeway

Take the Baker Street/Paularino Avenue Exit
Turn left on Paularino Avenue
After Paularino crosses Airway Avenue (4-way stop)
Turn left into the parking lot behind the building

From the northbound 55 Freeway

Take the Baker Street Exit
Turn right on Baker and go to Airway Avenue
Turn left on Airway Avenue and right on Paularino
Turn left into the parking lot behind the building

II. PROPOSAL RESPONSE REQUIREMENTS



SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include tabbed sections as listed below. Responses and any questions and/or attachments should be numbered and listed within each section.

Part 1: Introduction and Validations**Part 2: Company Information**

1. Company Profile
2. Company Background and Data
3. Certificate of Insurance and Bonds

Part 3: Offeror's Response to the RFP (*this section will be evaluated on the following information*):

1. Approach to Scope of Work
2. Staffing Plan
3. Cost
4. Financial Stability
5. Qualifications and Experience

Minimum Qualifications

The following are criteria for an Offeror to be considered as an eligible candidate to propose on the requested services described in this RFP.

Offeror must meet or exceed the following requirements (except as noted):

- Offeror must have a minimum of five (5) years providing janitorial services at a facility of at least 250,000 square feet.
- Offeror must be capable and financially positioned to provide all services required herein and shall be required to submit financial statements for the last three (3) years. (*See page 23: Financial Stability*)
- Offeror must be able to assign a minimum of four (4) bathroom attendants to Gates 4 and 11 restrooms between 5:00 a.m. and 8:00 p.m., seven (7) days a week.
- Offeror must have an electronic or web-based database capable of producing reports.
- Offeror must be able to provide personnel 24 hours a day, 7 days a week, 365 days per year for Janitorial Services.
- Offeror must have Public Sector experience

Part 1**Introduction and Validations**

(Complete this section and submit as **Part 1** in the first tabbed section of Proposal Package)

1. **Letter of Introduction**

All Proposals must be accompanied by an executive summary.

2. **Cover Page**

Request for Proposal Cover Page shall be included in this section and must be signed by person(s) with authority to bind the Offeror. **If the Offeror is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout the RFP.**

- *The first signature **must** be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.*
- *The second signature **must** be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.*
- ***In the alternative**, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

An unsigned or improperly signed Proposal submission is grounds for rejection of the Proposal and disqualification from further participation in this RFP process.

3. **Addenda**

Any subsequent addenda issued to this RFP shall be placed in this section.

4. **Validity of Proposal**

County requires that all Proposals be valid for at least 365 days. Submissions not valid for at least 365 days will be considered non-responsive. Offeror shall state the length of time for which the submitted proposal shall remain valid below:

Validity of Response (in days)

Signature required

5. **Certification of Understanding**

County assumes no responsibility for any understanding or representation made by any of its officers or agents during or before the execution of any Contract resulting from this RFP unless:

- a. Such understanding or representations are expressly stated in the Contract; and
- b. Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Offeror.

By signing below, Offeror certifies that such understanding has been considered in this response.

Signature required

6. **Minimum Qualifications Statement**

Offeror hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II – Minimum Qualifications.

Signature required

7. **Certificate of Insurance**

Offeror shall certify their willingness and ability to provide the required insurance coverage and certificates as set forth in Section III - Model Contract by signing below (see General Terms and Conditions, Article P for insurance requirements).

Signature required

If Offeror takes any exception to Article “P - Insurance”, as set forth in Section III - Model Contract, please see Item 10 - Statement of Compliance in this section.

8. **Child Support Enforcement Requirements**

Offeror shall certify Offeror’s willingness and ability to provide the required Orange County Child Support Enforcement Reporting Requirements as indicated in Exhibit I.

Signature required

9. **Conflict of Interest**

Disclose any financial, business or other relationship with the County of Orange or other entity that the County of Orange Board of Supervisors governs, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you proposed to provide. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work. If you believe that no conflict of interest exists or would exist, sign below.

Signature required

10. **California Displaced Janitor Opportunity Act**

Offeror hereby certifies that it understands the proposed Contract is subject to the California Displaced Janitor Opportunity Act (see page 39 – Article 6 of the proposed Model Contract).

Signature required

11. **Statement of Compliance**

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP. **Offeror must certify either “a” or “b” by signing below:**

- a. This Proposal is in strict compliance with said RFP, including the terms and conditions set forth in the Model Contract and its Attachments, and no exceptions thereto are proposed.

Signature required

OR

- b. This Proposal is in strict compliance with said RFP, including the terms and conditions set forth in the Model Contract and its Attachments, except for those proposed exceptions listed in a **separate** attachment hereto.

Signature required

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. **Offeror’s suggested rewording by way of redline/strike-out “track changes” in Word Format**
2. Reason(s) for submitting the proposed exception; and
3. Any impact the proposed exception may have on cost, scheduling, or other areas

Part 2**A. Company Profile**(Complete this form and submit as **Part 2** in the second tabbed section of Proposal)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Business Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Website Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship? _____ Yes _____ No

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No

If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: (____) _____

Contact person for Accounts Payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: (____) _____

Name of Project Manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: (____) _____

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: (____) _____

B. Company Background and Data

In this section, Offeror must provide the following information:

- a. **Company Information:** Include a brief overview of the firm's:
 - i. Size
 - ii. Date of inception
 - iii. Office from which services will be provided
 1. Include number of employees in office
 2. Annual revenue for this office
 3. Daily square feet of services provided by this office
- b. Identify your business structure – corporation, partnership, joint venture, sole proprietorship, etc. and number of years of operation under this structure.
- c. If incorporated, furnish state of incorporation and provide name and titles of principle officers, and names of individuals or organizations owning 5% or more of the business, **or** if sole proprietorship, indicate sole proprietor's name and the name(s) under which that person is doing or has done business as (DBA) or (AKA), **or** if partnership, list names of partners and indicate which individuals or organizations hold more than 5% of the business.
- d. Provide firm's W9 form, including a signed Taxpayer Identification Number and Certification and a corporate resolution demonstrating the legal authority of the signature to bind the company.
- e. For any business structure, provide history of acquisitions, buyouts or mergers with other entities for the past five (5) years.
- f. Provide detailed information regarding any cause of action or judgment by any state or Federal regulatory agency and/or details of any investigation against your firm.
- g. Provide detailed information regarding any litigation, liens or claims against your firm.
- h. Provide a statement regarding any failures or refusals to complete contracts.
- i. Provide information regarding any of your firm's contracts which have been terminated within the past three (3) years and provide an explanation of why the termination occurred.

C. Certificate of Insurance

In this section, if selected, please state your ability to provide the County with required satisfactory proof of insurance coverage as set forth in Section III of this solicitation in Article P of the Model Contract, within seven (7) days of notification of award.

D. Bonds

In this section, if selected, please state your ability to comply with each of the following:

- a. Offeror must be able to provide the County with a Performance Bond, as set forth in Section III – Model Contract – Article 3 within 10 days of notification of award.
- b. Offeror must be able to provide the County with a Janitorial Bond, as set forth in Section III – Model Contract – Article 3 within 10 days of notification of award.

Part 3

Offeror's Qualifications and Proposed Approach

Offeror will be evaluated on the following information provided:

(Complete this section and submit as **Part 3** in the third tabbed section of Proposal)

Offeror must submit with their Proposal the following information. Please have each question answered by appropriate personnel. The accuracy and completeness of this information will be weighted heavily in the considerations of the evaluation of the responses.

In providing your responses to items, restate each item title in bold face type with your response directly below.

A. APPROACH TO SCOPE OF WORK

Offeror is to provide all staff and supplies (cleaning and consumables) to provide Janitorial Services for JWA. Offeror is to develop a service schedule to provide Janitorial Services for the service areas identified in Model Contract - Attachment A – Scope of Work. Please provide information regarding your proposed frequencies for servicing restrooms and all other service areas in detail (i.e. 15 minute intervals or daily, weekly, monthly, quarterly, etc.).

Offerors shall state specific capabilities, approaches and proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed under the proposed Model Contract and its relation to County's needs. Specifically, Offeror's Proposal shall demonstrate Offeror's ability to meet requirements included in Model Contract - Attachment A - Scope of Work.

a. Transition and implementation plans:

- i. Terminals A & B & outer buildings - Develop a plan for the smooth transition of the incumbent to the next Offeror as seamlessly as possible.
- ii. Terminal C - Develop a plan for the smooth implementation of new services to Terminal C as seamlessly as possible.

b. Work tasks: Develop a listing of daily and periodic cleaning items.

c. Methodology: Offeror shall state its proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed to meet JWA's needs.

d. Scheduling:

- i. Offeror shall provide a schedule that outlines Daily Cleaning requirements.
- ii. Offeror shall provide a schedule that outlines Periodic Cleaning requirements.

e. Performance standards: Offeror shall provide performance standards and criteria to test and measure Contract compliance.

f. Supplies: Offeror shall provide a breakdown of supplies including specifications and quantities.

g. Equipment: Offeror shall provide a breakdown of equipment including specifications and quantities.

h. Resources to be provided by County: Offeror must identify and list any requirements for County-furnished equipment, materials, facilities or any other County support that will be necessary to implement and complete this project, other than those listed in Model Contract - Attachment A - Scope of Work. County reserves the right to accept or reject any and all requests/requirements for County-furnished items and assistance. Offeror shall include any office or storage space required in this section.

B. PROPOSED STAFFING PLAN

OFFERORS MUST PROVIDE THEIR RESPONSE TO THIS SECTION BY USING THE FORMAT PROVIDED IN ATTACHMENT E – SUMMARY SHEET. STAFFING PLAN OFFERED IN ANY OTHER FORMAT MAY BE GROUNDS FOR ELIMINATION FROM FURTHER CONSIDERATION.

Provide a method of recording daily activities, on a shift by shift basis, that accurately accounts for man hours and tasks completed. Include a contingency plan for missed shifts, paid days off and unannounced absenteeism.

The table below contains the **current** daily level of staffing. Offeror shall provide the staffing level proposed in this section. Provide a detailed justification for your staffing model, including a description of support functions. In order to meet JWA standards, it is expected that crews will work 24 hours a day, 7 days a week, 365 days a year.

<u>Position</u>	<u>Number of Employees</u>
Account Manager	1
Human Resources office assistant	1
Shift Supervisors	4
1 st Shift Janitors	16
2 nd Shift Janitors	14
3 rd Shift Janitors	16

- Organizational Chart:** Offeror shall provide an organizational chart that reflects the title of key staff and management of each individual assigned to provide the services. 11” x 17” foldout pages are permissible for the table.
- Project Team Organization and Key Personnel:** List the name(s) of key staff members who will be assigned to work on this project. Include brief biographies and resumes demonstrating relevant Janitorial service experience.

C. PROPOSAL COST

Offeror must complete Model Contract - Attachment B – Contractor’s Pricing as detailed in Model Contract - Attachment A – Scope of Work.

OFFERORS MUST PROVIDE THEIR RESPONSE TO THIS SECTION BY USING THE FORMAT PROVIDED IN ATTACHMENT B. PRICING OFFERED IN ANY OTHER FORMAT MAY BE GROUNDS FOR ELIMINATION FROM FURTHER CONSIDERATION.

D. FINANCIAL STABILITY

In this section, Offeror must provide the following information and documents:

- General Description:** Offeror shall provide financial statements, prepared in accordance with generally accepted accounting principles, reflecting Offeror’s current financial condition. Financial statements must include a balance sheet and income statement for the last three (3) fiscal years, prepared by an independent Certified Public Accountant. Offeror must be prepared to substantiate all information provided. If Offeror submits a reviewed or compiled balance sheet and income statement, the information will be considered unverified and more weight will be given to an audited statement.

- b. **Summary of Key Financial Data:** Using your firm's last three (3) financial statements, provide the following key financial data in the table below (in thousands):

	Year 1 Year Ended:	Year 2 Year Ended:	Year 3 Year Ended:
Cash	\$	\$	\$
Accounts Receivable	\$	\$	\$
Investments	\$	\$	\$
Current Assets	\$	\$	\$
Total Assets	\$	\$	\$
Current Liabilities	\$	\$	\$
Total Liabilities	\$	\$	\$
Stockholder's Equity	\$	\$	\$
Operating Expenses	\$	\$	\$
Income from Continuing Operations	\$	\$	\$
Net Income	\$	\$	\$

- c. **Carrying Costs:** Can your firm carry operating costs for 90 days? Provide verification of that ability.
- d. **Bankruptcy Information:** If Offeror's company has had a controlling interest in a company in bankruptcy or that has ever been declared bankrupt, Offeror must attach a statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.
- e. **Litigation, Liens or Claims:** Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror, including any principal officers Please state if: a) No action pending; b) No prior action; or c) Information attached.
- f. **Other Business:** Does your company have financial interest in other lines of business? If yes, please provide information regarding other financial interest.

E. QUALIFICATIONS AND EXPERIENCE

- a. **Statement:** Offeror shall include a summary of their qualifications and experience and shall be limited to a maximum of two (2) pages.
- b. **Relevant Experience:** Provide the following information for all Janitorial contracts (current and past) since January 1, 2006:
- Company name
 - Contact person
 - Dates of service
 - Square footage of the building(s)
 - Hours of Operations
 - Contract amount
 - Key supervision/management staff responsible for each contract

- c. **References:** Provide a minimum of three (3) references for which the Offeror has experience on large assignments similar to that set forth in this RFP within the past five (5) years; airport experience is preferred, but not mandatory. For each reference provided, include:
 - i. Company name
 - ii. Name, telephone number and email address of a contact person
 - iii. Brief description of services
 - iv. Contract dates
 - v. Size of building (Square feet)
 - vi. Hours of Operations; include number of shifts and shift hours
 - vii. Number of staff dedicated to the assignment
 - viii. Total dollar amount of each contract

Reference letters including the following information shall be weighed higher:

 - ix. A brief description of client's business
 - x. Number of people that flow through their facility on a daily basis
 - xi. Would client recommend Offeror to provide services for a facility the size of JWA?
 - xii. Describe any particular challenges that Offeror had overcome.
 - i. Describe any programs that Offeror put into place that were particularly effective for the client.
- d. **Licenses:** Provide copies of current and valid of any license(s) to do business in California.
- e. **Certification/Accreditation:** Indicate any type of certification/accreditation that your company may possess. Provide copies of certificates or accreditations applicable to this RFP.

III. PROPOSED MODEL CONTRACT FOR JANITORIAL SERVICES



**PROPOSED MODEL CONTRACT
BETWEEN THE COUNTY OF ORANGE
AND**

FOR JANITORIAL SERVICES

This Agreement, hereinafter referred to as "CONTRACT", for Janitorial Services as further described herein 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 _____, with a place of business at _____, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES."

RECITALS

WHEREAS, CONTRACTOR responded to a Request for Proposals (RFP) to provide Janitorial Services, as further set forth herein; and

WHEREAS, CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, CONTRACTOR agrees to provide services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, COUNTY agrees to pay CONTRACTOR the fees as further set forth in CONTRACTOR's Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, 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, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire CONTRACT:** This CONTRACT, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, 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 his designee.
- C. **Amendments – Changes/Extra Work:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by PARTIES; no oral understanding or CONTRACT not incorporated herein shall be binding on either of PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

CONTRACTOR shall make no changes to this CONTRACT without COUNTY's written consent. In the event that there are new or unforeseen requirements, COUNTY with 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, CONTRACTOR's ability to deliver services, or the project schedule, CONTRACTOR shall give 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 COUNTY and 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 COUNTY-assigned Deputy Purchasing Agent (DPA), shall require the mutual consent of all PARTIES, and may be subject to approval by COUNTY Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted includes California state sales or use tax.
- 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 description, or services that do not conform to the prescribed Scope of Work. 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 and within 30 calendar days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the COUNTY's Project Coordinator and is subject to routine processing requirements of the COUNTY.

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

- G. **Warranty:** CONTRACTOR expressly warrants that goods/services covered by this CONTRACT are 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 Article "HH", and as more fully described in Article "HH", 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 copy-righted 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 Article "HH", 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, but not limited to, attorney's fees, costs and expenses.

I. **Assignment or Subcontracting:** 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 or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign, subcontract or transfer 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.

- a. **Transfers:** CONTRACTOR shall not transfer, assign, or hypothecate (hereinafter referred to as "Transfer") any interest of CONTRACTOR in the CONTRACT without the prior written approval of COUNTY. CONTRACTOR shall give COUNTY 30 days' prior written notice of all proposed Transfers. CONTRACTOR shall not make any such Transfers for a period longer than the remaining term of the CONTRACT.

If COUNTY approves such Transfers, such approval does not constitute a waiver of any of the terms of the CONTRACT. All Transfer documents shall be consistent with the terms, covenants, and conditions of the CONTRACT, and in the event of any inconsistency, the provisions of this CONTRACT shall govern.

If CONTRACTOR is a corporation, an unincorporated association, or a partnership, Transfers include the acquisition by any person other than CONTRACTOR of any stock or interest in said corporation, unincorporated association, or partnership in the aggregate amount of 51% or more.

The failure by CONTRACTOR to obtain the prior written approval by COUNTY of any Transfer of the CONTRACT or any interest in the CONTRACT shall constitute a material breach of this CONTRACT by, and shall not confer any rights upon the transferee. Such failure shall be grounds for termination of this CONTRACT for default per Article K - Termination.

- b. **Conditions of COUNTY Approval:** COUNTY agrees that it will not arbitrarily withhold consent to any Transfer, but COUNTY may withhold consent at its sole discretion if any of the following conditions exist:
- i. CONTRACTOR, its successors or assigns are in default of any term, covenant or condition of this CONTRACT, whether notice of default has or has not been given by COUNTY.
 - ii. The prospective assignee or transferee has not agreed in writing to keep, perform and be bound by all the terms, covenants, and conditions of this CONTRACT.
 - iii. The prospective assignee or transferee is not financially capable or not experienced in performing the obligations of this CONTRACT, as determined by COUNTY.
 - iv. All the terms, covenants and conditions of Transfer, including the consideration therefore, of any and every kind, have not been revealed in writing to COUNTY.
 - v. Any construction required of CONTRACTOR as a condition of this CONTRACT has not been completed to the satisfaction of COUNTY.
 - vi. CONTRACTOR has not provided COUNTY with a copy of all documents relating to the Transfer.
- c. **Bankruptcy Transaction:** If CONTRACTOR assumes this CONTRACT and proposes to assign the same pursuant to the provisions of the UNITED STATES BANKRUPTCY CODE, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to COUNTY.
- i. The name and address of proposed assignee,
 - ii. All of the terms and conditions of such offer, and

- iii. Adequate assurance to COUNTY of the proposed assignee's future performance under the CONTRACT, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).
 - iv. Any person or entity to which this CONTRACT is assigned pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, et seq., shall be deemed without further act or deed to have assumed all of the obligations arising under this CONTRACT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to COUNTY an instrument confirming such assumption.
- 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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations. Upon termination of CONTRACT with CONTRACTOR, COUNTY may begin negotiations with a third-party contractor to provide services as specified in this CONTRACT.

The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

- a. **Termination for Default:** If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within 10 days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately.

COUNTY may terminate this CONTRACT and all of its obligations hereunder with or without prior notice to CONTRACTOR and may exercise all rights of entry for default and breach, if CONTRACTOR fails to perform on any of its obligations under this CONTRACT including but not limited to the following:

- i. Failure of CONTRACTOR to maintain the quality of service to the satisfaction of COUNTY Project Coordinator as required by Attachment A – Scope of Work in this CONTRACT, after service of a five (5) day notice to correct the condition.
- ii. Not providing enough properly skilled workers or proper materials.
- iii. Persistently disregarding laws and or ordinances.
- iv. Not proceeding with the work as agreed to herein.
- v. Substantially violating any provision of this CONTRACT.
- vi. A general assignment for the benefit of creditors and any transfer without the prior written approval by COUNTY.
- vii. The voluntary abandonment or discontinuance of service by CONTRACTOR.

- viii. The violation by CONTRACTOR of any of the terms of any insurance policy referred to in the CONTRACT.
- ix. If CONTRACTOR is found by the FAA, TSA, other government regulatory or successor agency to have violated specified safety standards in the conduct of CONTRACTOR's business.
- x. The violation of any written directions of COUNTY Project Coordinator.
- xi. The appointment of a receiver to take possession of all, or substantially all, the assets of CONTRACTOR.
- xii. CONTRACTOR discontinues operations for 24 hours or more.
- xiii. The failure of CONTRACTOR to obtain from any local, state or federal agency the necessary license or operating permit required for service.
- b. Conditions of COUNTY Site Upon Termination or Default: Except as otherwise agreed to herein, upon termination or default of this CONTRACT, CONTRACTOR shall redeliver possession of COUNTY provided space to COUNTY in substantially the same condition that existed immediately prior to CONTRACTOR's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted. References to the termination of the CONTRACT in this CONTRACT shall include termination by reason of expiration.
- c. Disposition of Abandoned Personal Property: If CONTRACTOR abandons or quits the CONTRACT or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to CONTRACTOR and left on the COUNTY premises 15 days after such event shall be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefore to CONTRACTOR or to any person claiming under CONTRACTOR, and shall have no need to account therefore. Personal property left on the COUNTY premises after termination, expiration, or abandonment of the CONTRACT shall not be construed as giving CONTRACTOR possession of the area during the 15 days after termination, expiration or abandonment of the CONTRACT.
- d. Termination Claim: After receipt of a termination notice from COUNTY, CONTRACTOR shall submit to COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by COUNTY upon written request of CONTRACTOR. Upon termination COUNTY agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
- 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. **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.
- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of COUNTY. Neither the CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance:** Prior to the provision of services under this contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore 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.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "-0-" by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate this contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and Contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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.

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

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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement 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.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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 JWA/Insurance: Attn: Melissa Padilla, 3160 Airway Avenue, Costa Mesa, CA 92626.

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

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

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within 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

- Q. **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 Article "HH", 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.
- R. **Changes:** See Article C.
- S. **Change of Ownership:** See Article I.
- T. **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.
- If either PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Article shall excuse CONTRACTOR from the prompt payment of any fees or other charge required of CONTRACTOR except as may be expressly provided elsewhere in this CONTRACT.
- U. **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.
- V. **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 Article "HH", 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.
- W. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.

- X. **Pricing:** CONTRACT price, as more fully set forth in Attachment B – CONTRACTOR’s Pricing, shall include full compensation for providing all required goods or services in accordance with required specifications, or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **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.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney’s fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of 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 of 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 affect the purpose of the PARTIES and this CONTRACT.
- FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved

in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

- HH. **Indemnification Provisions:** 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.

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT, including Attachments, specifies the contractual terms and conditions by which CONTRACTOR shall provide the services, as described in Attachment A - Scope of Work, under a time and materials CONTRACT, as set forth herein.
2. **CONTRACT Term:** This CONTRACT shall be effective _____ and shall continue for one (1) year from that date unless otherwise terminated as provided herein. CONTRACT may be renewed upon expiration for four (4) consecutive one-year periods, upon mutual agreement of both PARTIES. Board of Supervisors approval may be required for renewals. COUNTY is not obligated to give a reason if it elects not to renew.
3. **Bonds:**

i. **Faithful Performance Bond:**

CONTRACTOR will provide to COUNTY a Faithful Performance Bond in an amount equal to 25 percent the annual CONTRACT amount. Bonds 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 the COUNTY Offices of County Counsel and Risk Management and in accordance with the General Conditions.

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 materials in the prosecution of the work contemplated by this CONTRACT.

COUNTY shall return bonds to CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

ii. **Janitorial Bond**

CONTRACTOR will be required to provide a Janitorial Bond in an amount equal to one hundred thousand (\$100,000.00) dollars within 10 working days of notification. COUNTY

shall return the bond to CONTRACTOR after successful completion of fulfillment of all CONTRACTORS' obligation and completion of all services required under the CONTRACT.

4. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of COUNTY assigned DPA.
5. **Airport Security:** CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.
 - a. **Badge Acquisition:** Prior to issuance of a security badge(s), designated CONTRACTOR personnel who will be working on-site at JWA terminal, and engaged in the performance of work under this CONTRACT must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$27.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. CONTRACTOR's designated personnel will need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). CONTRACTOR shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. CONTRACTOR's designated personnel must successfully complete the badge acquisition within 14 days of CONTRACT execution, unless other arrangements have been coordinated by COUNTY Project Coordinator or designee in writing.
 - b. **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 badge 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 will be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge will 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 will 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 will be engaged in work under this CONTRACT to COUNTY Project Coordinator 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.

6. **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 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 terminated Contractor when the 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 (3) 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 (4) 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.

7. **Child Support Enforcement Requirements:** CONTRACTOR is required to comply with the child support enforcement requirements of COUNTY. Failure of CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within 60 calendar days of notice from COUNTY shall constitute grounds for termination of the CONTRACT.
8. **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.
9. **Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this CONTRACT and to know the general conditions which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by COUNTY are expressly stated in the CONTRACT.
10. **Conflict of Interest – CONTRACTOR's Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; CONTRACTOR's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.
11. **Conflict of Interest – COUNTY Personnel:** COUNTY's Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
12. **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.
13. **Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the

CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

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

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

15. **CONTRACTOR's Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on COUNTY sites during performance of work and services under this CONTRACT. COUNTY will not provide free parking for any service on COUNTY property.
16. **CONTRACTOR's Personnel:** 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 anticipated under this CONTRACT and possess sufficient experience and/or education to perform the services requested by COUNTY. CONTRACTOR's employees assigned to this CONTRACT must meet character standards as demonstrated by background investigation and reference checks, coordinated by COUNTY.
17. **CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a Project Manager to direct CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Manager shall be subject to approval by COUNTY and shall not be changed without the written consent of COUNTY's Project Coordinator, which consent shall not be unreasonably withheld.

CONTRACTOR's Project Manager and CONTRACTOR personnel shall be assigned to this CONTRACT for the duration of this CONTRACT and shall diligently pursue all work and services to meet CONTRACT time lines. COUNTY's Project Coordinator shall have the right to require the removal and replacement of CONTRACTOR's Project Manager from providing services to

COUNTY under this CONTRACT. COUNTY's Project Coordinator shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within three (3) business days after written notice by COUNTY's Project Coordinator. COUNTY's Project Coordinator shall review and approve the appointment of the replacement for CONTRACTOR's Project Manager. COUNTY is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR's Project Manager from providing services to COUNTY under this CONTRACT.

18. **CONTRACTOR's Power and Authority:** CONTRACTOR warrants that it has the full power and authority to grant the rights herein granted and will hold COUNTY hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, CONTRACTOR avers that it will not enter into any arrangement with any third party which might abridge any rights of COUNTY under this CONTRACT.

19. **CONTRACTOR's Responsibility:** CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this CONTRACT.

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

20. **COUNTY's Project Coordinator:** COUNTY shall appoint a Project Coordinator, as specified in Article 45 - Notices, to act as liaison between COUNTY and CONTRACTOR during the term of this CONTRACT. COUNTY's Project Coordinator shall coordinate the activities of COUNTY staff assigned to work with CONTRACTOR.

21. **Default – Reprocurement Costs:** In case of default by CONTRACTOR, COUNTY may procure services from other sources. If the cost for those services is higher than under this CONTRACT, CONTRACTOR will be responsible for paying COUNTY the difference between CONTRACT cost and price paid, and COUNTY may deduct this cost from any unpaid balance due CONTRACTOR. The price paid by COUNTY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this CONTRACT and under law.

22. **Duty to Inform:** CONTRACTOR shall inform all employees assigned to work on this CONTRACT and all bargaining units representing said employees, that CONTRACTOR is the sole employer. In addition, CONTRACTOR shall notify all employees and their bargaining units that COUNTY is not an employer of CONTRACTOR and has only contracted with CONTRACTOR to provide services. Employees of CONTRACTOR should not expect employment beyond the term of this CONTRACT.

23. **Equal Employment Opportunity:** CONTRACTOR shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONTRACTOR agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical

or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

24. **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 CONTRACTOR personnel attached hereto, prior to submission to COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
25. **Existing Site Conditions:** Information respecting this site of work given in Scope of Work, drawings, and/or specifications has been obtained by COUNTY's representatives and it's believed to be reasonably correct, but COUNTY does not warrant either the completeness or accuracy of such information, and it is the responsibility of CONTRACTOR to verify all such information.
26. **Expenditure Limit:** CONTRACTOR shall notify COUNTY Project Coordinator in writing when expenditures against CONTRACT reach 75% of the dollar limit on the CONTRACT. COUNTY will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the CONTRACT unless an amendment to cover those costs has been issued.
27. **Firm Price Quotes:** Prices quoted herein shall be firm for the period of CONTRACT.
28. **Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, COUNTY shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by COUNTY in procuring on the open market any services which CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
29. **Hazardous Conditions:** Whenever CONTRACTOR's operations create a condition hazardous to the public, airport employees, COUNTY staff or CONTRACTOR's staff, 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 COUNTY. CONTRACTOR shall comply with COUNTY directives regarding potential hazards.

CONTRACTOR shall immediately notify the Airport Police Services Control Center at (949) 252-5000 of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances.

30. **Headings Not Controlling:** Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this CONTRACT.
31. **Inspections:** COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this CONTRACT are being complied with.
32. **Interpretation of CONTRACT:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by COUNTY's assigned buyer. If disagreement exists between CONTRACTOR and COUNTY's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by COUNTY's Purchasing Agent or his designee.
33. **Meet and Confer:** COUNTY and CONTRACTOR hereby agree to meet and confer in good faith in order to resolve any difference affecting the work that may arise during the course of this CONTRACT.
34. **Ownership of Documents:** COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of COUNTY, may be used by COUNTY as it may require without additional cost to COUNTY, and shall be turned over to COUNTY upon demand. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR for any other purpose without the express written consent of COUNTY. All materials, documents, data or information, including copies, must be returned to COUNTY at the end of this CONTRACT.
35. **Precedence:** CONTRACT documents consist of this CONTRACT and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the Attachments.
36. **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.
37. **Relationship of PARTIES:** The relationship of the PARTIES hereto is that of COUNTY and CONTRACTOR, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of CONTRACTOR in the conduct of CONTRACTOR's business or otherwise, or a joint venture with CONTRACTOR; and the provisions of this CONTRACT and the contracts relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This CONTRACT is intended for the sole benefit of the PARTIES hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.
38. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. COUNTY's Project Coordinator and CONTRACTOR's Project Manager will meet on reasonable notice to discuss CONTRACTOR's performance and progress under this CONTRACT. If requested,

CONTRACTOR's Project Manager and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.

39. **Right to Audit/Records:**

- a. **Defined:** "CONTRACTOR's records" as referred to in this CONTRACT shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to: records, accounts, financial transactions, books, papers, documents, recordings, notes, daily logs, supervisor reports, receipts, vouchers, memoranda, time sheets, time cards or other employee time tracking methods, payroll registers, payroll records, cancelled payroll checks, employee schedules (or other means of informing employees of their work schedules), any and all other agreements, sources of information and matters that may in COUNTY's sole discretion have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the CONTRACT, and any other of CONTRACTOR's records which may have a bearing on matters of interest to COUNTY in connection with CONTRACTOR's dealings with COUNTY to the extent necessary to adequately permit evaluation and verification of any or all of the following:
 - i. Accuracy of amounts billed to COUNTY for services provided by CONTRACTOR.
 - ii. Compliance with any requirement in this CONTRACT.
- b. **Availability:** CONTRACTOR's records shall upon reasonable notice be open to inspection and subject to audit, review, and/or reproduction during normal business working hours at one location within the limits of the County of Orange in the State of California. Such audits may be performed by COUNTY or an outside representative engaged by COUNTY.

COUNTY Project Coordinator, upon request of CONTRACTOR and at said COUNTY Project Coordinator sole discretion, may authorize records to be kept in a single location outside the limits of the County of Orange in the State of California, provided CONTRACTOR shall agree to pay all expenses including, but not limited to, transportation, food, and lodging necessary for COUNTY Project Coordinator or designee to audit or review CONTRACTOR's records. Said right shall not be exercised by COUNTY Project Coordinator more than once per calendar year.

Upon the request of COUNTY Project Coordinator, CONTRACTOR shall promptly provide, at CONTRACTOR's expense, necessary data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this CONTRACT and to CONTRACTOR's use of the Airport. Such data shall include, if required, a detailed breakdown of CONTRACTOR's operations.

CONTRACTOR agrees to include a similar right for COUNTY to audit records and interview staff of any subcontractors related to performance of this CONTRACT.

- c. **Period:** COUNTY or its designee may conduct such audits or inspections throughout the term of this CONTRACT and for a period of three (3) years after final payment or longer if permitted by law.
- d. **Methodology:** COUNTY or designee may, without limitation by CONTRACTOR, conduct verifications including, but not limited to, inspection of records, observation of CONTRACTOR's employees in or about the Airport Premises, and verification of information and amounts through interview and/or written communications with CONTRACTOR's employees or subcontractors.
- e. **Maintenance:** CONTRACTOR shall, at all times during the term of this CONTRACT, keep or cause to be kept true, complete records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted by the CONTRACT.

- f. **Retention:** All records shall be retained by CONTRACTOR for a period of the balance of the fiscal year in which the record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this CONTRACT expires or CONTRACT terminated.

Should CONTRACTOR cease to exist as a legal entity, CONTRACTOR's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to COUNTY.

- g. **Accounting Year:** Accounting year shall be 12 full calendar months. Accounting year may be established by CONTRACTOR, provided CONTRACTOR notifies COUNTY Auditor-Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by COUNTY Auditor-Controller unless Auditor-Controller has objected to CONTRACTOR's selection in writing within 60 days of CONTRACTOR's written notification.

In the event CONTRACTOR fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the 12 month period contained in the first one-year term of the CONTRACT.

Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the CONTRACT commencement is not is same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the CONTRACT unless COUNTY Auditor-Controller specifically approves in writing a different accounting year. COUNTY Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on CONTRACTOR, and not because of mere convenience or inconvenience.

- h. **Audit or Review Costs:** The full cost of any audit or review, as determined by COUNTY, shall be borne by COUNTY. CONTRACTOR shall bear the full cost of any audit or review, in addition to any fee deductions applied from Attachment D – *Basis of Deductions*, if any of the following conditions are found to exist as a result of the audit or review:

- i. *With respect to fees due to CONTRACTOR, an overpayment of more than a one percent difference between (a) the amount due CONTRACTOR as calculated by the audit or review and (b) the amount paid by COUNTY to CONTRACTOR for the identical period determined solely by COUNTY.*
- ii. CONTRACTOR has failed to maintain adequate and complete records and accounts in accordance with this article. COUNTY Project Coordinator or designee shall determine the adequacy of such records.

- i. **Failure to Maintain Adequate Records:** In addition to all other remedies available to COUNTY at law or in equity or under this CONTRACT, in the event that CONTRACTOR fails to maintain and keep records and accounts of its business operations conducted on or from the Airport and/or source documents relating thereto, or to make the same available to the Airport for audit or review, or to provide other information to the Airport regarding fees paid to CONTRACTOR, COUNTY Project Coordinator, at COUNTY Project Coordinator's sole discretion, may:

- i. Perform such inspections, audits, or reviews itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of fees paid to CONTRACTOR, and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by CONTRACTOR upon demand.
- ii. Provide accounting services and/or a system for recording all operations by CONTRACTOR upon or from COUNTY, and, at COUNTY's option, maintain personnel

on the Airport to observe and/or record such operations during CONTRACTOR's business hours.

Costs payable by CONTRACTOR pursuant to this Article shall include reimbursement to COUNTY provided services at such rates as COUNTY may, from time to time, in good faith, establish for such services. In the case of services provided by COUNTY's employees, such rates shall be sufficient to reimburse COUNTY for employees salaries, including employee taxes and benefits and COUNTY's overhead or, at COUNTY's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by COUNTY Project Coordinator, if engaged by COUNTY to perform such services.

40. **Rules and Regulations:** COUNTY may adopt and enforce rules and regulations which CONTRACTOR agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall not be inconsistent with safety and with rules, regulations and orders of the FAA and TSA with respect to all operations of the Airport.

CONTRACTOR shall comply with all Airport rules and regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the Airport or the activities thereon, including compliance with FAA, TSA and Airport security rules, regulations and plans, Cal OSHA, the California Regional Water Quality Control Board – Santa Ana Region, and the SCAQMD.

To the fullest extent authorized by law, CONTRACTOR shall be liable to COUNTY for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon COUNTY due to CONTRACTOR's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising from the unauthorized entry of any person or vehicle onto the Airport or from any other violations caused directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of CONTRACTOR, its employees, subtenants, agents or suppliers.

COUNTY shall not be liable to CONTRACTOR for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall CONTRACTOR be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with CONTRACTOR's use and occupancy of the Project Site so as to constitute a termination in whole or in part of this CONTRACT by operation of law in accordance with the laws of the State of California.

41. **Stop Work:** COUNTY may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which 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 order, 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 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which PARTIES shall have agreed, COUNTY shall either:
- Cancel the stop work order; or
 - Terminate CONTRACT immediately in whole or in part in writing as soon as feasible. COUNTY is not required to provide 30 days notice of the termination of the CONTRACT to CONTRACTOR if a stop work has been issued.

42. **Subcontracting:** No performance of this CONTRACT or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract any performance of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

In the event that CONTRACTOR is authorized by COUNTY to subcontract, this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which COUNTY expects to receive services, COUNTY shall look to CONTRACTOR for performance and not deal directly with any subcontractor. All matters related to this CONTRACT shall be handled by CONTRACTOR with COUNTY; COUNTY will have no direct contact with the subcontractor in matters related to the performance of this CONTRACT. All work must meet the approval of COUNTY.

Subcontracting of carpet cleaning is permitted and Offeror MUST list proposed subcontractor during the RFP process.

43. **Validity:** 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.
44. **Waiver of Rights:** The failure of COUNTY or CONTRACTOR to insist upon strict performance of any of the terms, covenants or conditions of this CONTRACT shall not be deemed a waiver of any right or remedy that COUNTY or CONTRACTOR may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the CONTRACT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this CONTRACT. Any waiver, in order to be effective, must be signed by the PARTY whose right or remedy is being waived.
45. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the COUNTY's Project Coordinator and CONTRACTOR's Project Manager 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.

COUNTY:	JWA/Facilities Attn: TBD 3160 Airway Avenue Costa Mesa, CA 92626
cc:	JWA/Purchasing Attn: TBD 3160 Airway Avenue Costa Mesa, CA 92626
CONTRACTOR:	TBD

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

TBD*

DO NOT SIGN AT THIS TIME

Signature	Print Name	Title	Date
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DO NOT SIGN AT THIS TIME

Signature	Print Name	Title	Date
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** If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth.*

- *The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) President; or 3) any Vice President.*
- *The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; or d) Assistant Treasurer.*
- *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

COUNTY AUTHORIZED SIGNATURE:

Signature	Print Name	Title	Date
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APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Steve Miller, Deputy	Date
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Approved by Board of Supervisors on: _____
Date

ATTACHMENT A SCOPE OF WORK

I. SCOPE OF WORK

- A. **Scope of Work** This scope of work is for Janitorial Services CONTRACT for JWA and its facilities on a 24 hours a day, 7 days per week. 365 days a year basis and includes all weekends and holidays. This includes but is not limited to labor, materials, supplies, and equipment listed and not listed under the scope of work.
- B. Labor shall be based on full time employees working eight (8) hour shifts (not including lunch). Materials and supplies shall be of high quality and meet COUNTY's Project Coordinator approval. Equipment must be industrial grade and meet COUNTY's Project Coordinator's approval. CONTRACTOR shall have 10 days from notification to change any labor, materials, supplies, and equipment not approved by COUNTY Project Coordinator.
- C. Definitions are provided in Attachment C for the purposes of this CONTRACT.

II. INTRODUCTION

- A. Tenant spaces are excluded from this CONTRACT unless directed by COUNTY Project Coordinator. Authorized services to tenant spaces will be invoiced separately and paid for with Additional Services funds.
- B. The Terminal C Customs and Border Protection (CBP) area is only accessible for cleaning when CBP Agents are present. Minimum services will be performed on a daily basis during this time. Major work will be coordinated with CBP on an as-needed basis.
- C. Breakdown of JWA's cleaning areas in square feet is as follows:

Existing Buildings	Carpeted Flooring	Hard Surface Flooring	Restroom (quantities)	Restroom (Total square footage)
Terminal A	64,000	106,600	8	2,000
Terminal B	64,000	106,000	8	2,000
Terminal A TSA	150	200	2	150
Terminal B TSA	150	200	2	150
Gate 1 ABC		300	2	150
Gate 14 ABC		300	2	150
Terminals A&B		26,400	6	600
Commercial Ramp				
Terminal Admin	13,500	280	5	500
Parking Structure		2,400		
Elevator Lobbies				
3160 Airway	36,000	3,000	7	500
366 Paularino	1,875	250	4	150
Taxicab Lot		160	2	410
Old T-Hangar			2	300
Restrooms				
New T-Hangar			2	350
Restrooms				
Changing Trailer	720		1	40
Restroom				
Maintenance Building	144	180	2	100
Jay's Gate Restroom			1	70
Pilot's Lounge			2	200
Restroom				
Night Supervisor's	430			
Trailer				
Superintendent's	300			
Trailer				
TSA Trailer		960		
Contracts Trailer	720			
F&G Trailer	720			
Totals	182,709	247,230	58	7,820

Future Buildings	Carpeted Flooring	Hard Surface Flooring	Restroom (quantities)	Restroom (Total square footage)
Terminal C	84,000	62,750	9	1000
Customs and Border Protection Area	8,500	6,000	4	900
Terminal C TSA	150	200	2	150
Terminal C Commercial Ramp		26,400	2	100
Parking Structure Elevator Lobbies		1,000		
Totals	92,650	96,350	17	2,150

III. CONTRACTOR REQUIREMENTS

CONTRACTOR shall:

- A. Have staff fully available to accept additional work from JWA.
- B. Make immediate changes to any existing schedules as determined by the COUNTY Project Coordinator at no additional cost to improve efficiency.
- C. Perform all work in a manner that will minimize inconvenience to the airport employees and the traveling public.
- D. Not block off any area for cleaning purposes between 4:30 a.m. and 10:30 p.m. unless responding to a cleanup incident and actively working.
- E. Provide adequate signage advising the public when custodial work is performed and where safety is concerned.
- F. Add, move, and take away all janitorial service signs at COUNTY Project Coordinator's discretion.
- G. Have all signage approved by the COUNTY Project Coordinator's discretion.
- H. Be 100% operational within 30 days of CONTRACT execution. This shall include but not be limited to supplies, equipment, labor, management, transportation, badging, documentation, records, biometric clocks, fobs, and any other operational recordkeeping devices.

IV. STAFFING

CONTRACTOR shall:

- A. Provide a staffing plan.
- B. Provide a table of tasks and frequencies.
- C. Provide on-site Operational Project Manager, and Shift Supervisors who are dedicated to the CONTRACT on a full-time basis.
- D. Provide Supervisors and Managers that proficiently read, write, and speak English. All new-hire janitorial staff shall be able to converse in English for business purposes.
- E. Replace any personnel including but not limited to management and supervision that COUNTY Project Coordinator does not approve of within 30 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 respects to assume the responsibilities of crew members in the event of absenteeism.
- H. Schedule Supervisors and janitorial staff in three daily work shifts:
 - 1st shift: 6:00 am to 2:30 pm
 - 2nd shift: 2:00 pm to 11:30 pm
 - 3rd shift: 11:00 pm to 6:30 am.
- I. 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 is not in the Terminal seating areas or in public view.
- J. 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.
- K. Have all personnel properly trained, knowledgeable, and have the ability and authority to respond to or be assigned to any janitorial calls.

V. UNIFORMS

CONTRACTOR shall ensure that all staff is in uniform when working at JWA. Uniforms shall consist of long or short sleeve polo or button-up shirts embroidered with company name, pants, and embroidered jackets. COUNTY Project Coordinator shall approve uniform style and color.

VI. TELEPHONE SERVICE

CONTRACTOR shall:

- A. Provide contact phone numbers to Airport personnel to contact a manager, supervisor, or staff members so that they can resolve any custodial maintenance issue, 24 hours a day, 7 days a week, 365 days a year.
- B. Provide a phone number of a single cell phone to be carried by the “on-duty” shift supervisors at all times.

VII. RADIOS

CONTRACTOR shall equip all “on-duty” janitorial staff with Family Radio Service (FRS) radios. Radios shall be of sufficient range to allow the “on-duty” supervisor to communicate with “on-duty” janitorial staff at all times. CONTRACTOR shall also supply additional batteries to be charged while radios are in use.

VIII. RESPONSE TIMES

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 15 minutes, the Service Desk must be notified immediately at (949) 252-4004.

IX. SUPPLIES

CONTRACTOR shall 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.

- A. All products shall be approved by COUNTY Project Coordinator prior to use.
- B. Roll paper shall be of proper size to fit existing JWA roll paper towel dispensers.
- C. Tri-fold paper towels shall be the maximum size to fit existing JWA dispensers properly.
- D. Toilet paper shall be 2-ply in all office areas and 1-ply in the Terminal. Toilet paper shall be the maximum size that can fit in the dispensers properly.
- E. Standard toilet seat covers.
- F. Hand soap shall be mildly scented and be of similar viscosity as the existing soap.
- G. Feminine hygiene products shall be of proper size to be dispensed and CONTRACTOR shall be responsible for maintaining the machines and be able to collect the money from the coin boxes.
- H. Other supplies to be provided by CONTRACTOR, including but not limited to:
 - 1. Anti-bacterial soaps
 - 2. Buffing pads
 - 3. Carpet cleaners
 - 4. Deodorizers
 - 5. Disinfectants
 - 6. Emulsifiers
 - 7. Floor cleaners
 - 8. Glass cleaners
 - 9. Graffiti removal cleaners
 - 10. Gum removers
 - 11. Large trash can liners
 - 12. Marble cleaners
 - 13. Metal cleaners
 - 14. Pathogen neutralizers
 - 15. Powdered cleansers
 - 16. Scrubbing pads
 - 17. Small trash can liners
 - 18. Soaps
 - 19. Spot removers
 - 20. Stain removers
 - 21. Waxes

X. EQUIPMENT

CONTRACTOR shall be responsible to provide and maintain adequate supply on hand of equipment necessary to perform janitorial service, including but not limited to:

1. Brooms
2. Dust mops
3. Dusters
4. Carpet extractors
5. High pressure washers
6. Hoses
7. Ladders
8. Lifts
9. Mop buckets
10. Mop ringers
11. Mops
12. Pile lifters
13. Power escalator sweepers
14. Rags
15. Scaffolding
16. Scouring pads
17. Scrub brushes
18. Sponges
19. Squeegees
20. Vacuums
21. Vehicles

XI. RECORDS

CONTRACTOR shall:

- A. Provide biometric scan records to COUNTY's Project Coordinator each month prior to monthly invoicing.
- B. Install check-in fobs in every restroom within 30 days of start of CONTRACT. Provide records of restroom cleaning frequencies each month prior to monthly invoicing.
- C. Provide payroll records from a payroll company or certified payroll each month prior to or with monthly invoicing.

IV. MSDS RECORDS

CONTRACTOR shall:

- A. Provide MSDS records of all chemicals to be used at JWA in the performance of custodial services outlined in this scope of work. JWA will approve all chemicals used. On an individual basis, Furnish one copy of the MSDS sheets to:

JWA/Facilities/Contract Section
3160 airway Avenue
Costa Mesa, CA 92626

- B. Post copies of the MSDS sheets in a conspicuous space in the custodial area as required by OSHA hazard communications standard 29 CFR 1910.1200.
- C. Not change or modify existing MSDS without prior authorization from COUNTY Project Coordinator throughout the term of the CONTRACT.

XII. RUNOFF CONTAINMENT

No chemicals or water runoff shall be allowed into the storm drains.

XIII. PERFORMANCE SPECIFICATIONS

CONTRACTOR shall:

- A. 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 and thorough cleaning shall be performed between 11:00 pm and 5:00 am when the facility is closed. CONTRACTOR shall perform any janitorial function that is required to provide and maintain clean facilities.
- B. Provide four (4) full time restroom attendants for Terminals A&B sterile side restrooms.
4:30 am to 9:00 pm
- C. Provide two (2) full time restroom attendants for Terminal C sterile side restrooms.
4:30 am to 9:00 pm
- D. Provide 30 minute cleaning intervals to all other unattended public restrooms within all Terminals.
- E. Inspect, note, keep records, and inform the Service Desk of any maintenance items as they occur.
- F. Inspect trash receptacles and dispose of trash when receptacle is 75% full, when trash is wet or odorous, and/or when receptacle opening is blocked. Trash can liner shall be replaced upon removal of trash.
- G. Instruct each individual janitor to inspect respective areas and perform appropriate cleaning services to maintain the cleanliness of the facility.
- H. Inspect, sift sand, replace sand, and spot clean cigarette urns.
- I. Provide and apply anti-slip products as requested by COUNTY Project Coordinator.
- J. Unstop toilets using hand plunger as discovered or reported. If toilet is still non-functional, CONTRACTOR shall report it to the Service Desk.
- K. CONTRACTOR shall maintain company rags using their own cleaning service or facilities.
- L. All found acts of vandalism shall be reported to the Sheriff's Department (949) 252-5000. 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.
- M. Add water to floor drains as necessary to prevent sewer odors from entering building.

XIV. PERIODIC CLEANING ITEMS

- A. Provide high cleaning above 30 feet once per year.
- B. Provide linear vent and HVAC diffuser cleaning twice per year.
- C. Provide carpet flushes, extractions, spot cleaning, gum removal twice per year.
- D. Provide Terminal Interior & Exterior High Glass Cleaning above 10 feet twice a year.
- E. Clean refrigerators on the inside and outside on a monthly basis

XV. CARPET

- A. 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. The prime CONTRACTOR shall hot water spot extract all spills occurring during operating hours and perform additional thorough cleaning (if necessary) during the overnight hours.
- B. Maintain the cleanliness of the carpet. This includes but is not limited to gum, stain, and spot removal, extractions, pile lifting, and vacuuming on a continuous and scheduled basis. Prime CONTRACTOR is CONTRACTOR accountable for this CONTRACT.

In addition to vacuuming the entire carpeted areas of the Terminal nightly, CONTRACTOR shall also perform nightly extraction of 8,500 square feet of carpet in Terminals A and B, and 8,500 square feet in Terminal C. CONTRACTOR shall provide separate pricing for the following carpet cleaning scenarios (See Schedule 1 and Schedule 2 on Attachment B - CONTRACTOR Pricing):

Scenario 1: Terminal Carpet Extraction– Resistech subcontractor

- A. Hire, as a subcontractor, a flooring company to perform nightly carpet flushes, hot water extractions, spot cleaning, gum removal and applications of Invista's Resistech. Performing nightly extractions over the course of one month, the entire terminal carpet will be extracted and treated with Resistech. This monthly cycle will be repeated over the entire term of the CONTRACT.
- B. Incorporate subcontractor's recommendations for the methods of cleaning and equipment necessary for cleaning in the day to day operations.
- C. Have the flooring company continue services with a seamless transition from the previous CONTRACTOR to the incoming CONTRACTOR.
- D. Support subcontractor in all ways necessary to achieve clean carpet with a great appearance.
- E. Assign all subcontractors' work.
- F. Coordinate all subcontractors' work.
- G. Direct all subcontractors' activities.
- H. Monitor all subcontractors' activities.
- I. Pay for subcontractor's services.

Scenario 2: Terminal Carpet Extraction- CONTRACTOR

Purchase and maintain all carpet extracting equipment. Performing nightly extractions over the course of one 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. Carpet extracting equipment shall include but not be limited to:

- A. Fans/blowers
- B. Extractors
- C. 3 truck mount carpet extracting units
- D. Scrubbers
- E. Barricades
- F. Wet floor signs
- G. Topical carpet treatment (Scotch Guard, Teflon, etc)

XVI. ADDITIONAL SERVICES

- A. CONTRACTOR may be asked to submit supplemental proposals for work not called for under the fixed price portion of the Scope of Work, including, but not limited to additional work, and any similar type of work not stated elsewhere in this Scope of Work.
- B. COUNTY reserves the right to use alternative sources for completion of work, other than basic services, to obtain competitive proposals for additional services.
- C. If COUNTY Project Coordinator authorizes work by an alternate source or authorizes CONTRACTOR to subcontract the work; CONTRACTOR may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period. In such cases CONTRACT may be adjusted accordingly.

CONTRACTOR will be allowed a markup no greater than 10% of actual costs from the subcontractor for payment submission for all subcontractor labor, materials, and equipment.

- D. CONTRACTOR shall continue to provide services covered under this CONTRACT that is not affected by work provided by an alternate source.
- E. CONTRACTOR shall agree to respond immediately to all COUNTY requests for emergency situations.

XVII. QUALITY ASSURANCE

- A. 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.

- B. 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.

- C. Procedures: In the case of unsatisfactory or non-performed work, COUNTY may:

- 1. Give CONTRACTOR written notice of observed deficiencies prior to deducting for unsatisfactory or non-performed work and/or assessing Scheduled Deductions. Such written notice shall not be a prerequisite for withholding payment for non-performed work. COUNTY may specify, as provided for below, that Scheduled 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.

2. 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 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.
3. 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.
4. 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.

D. 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.

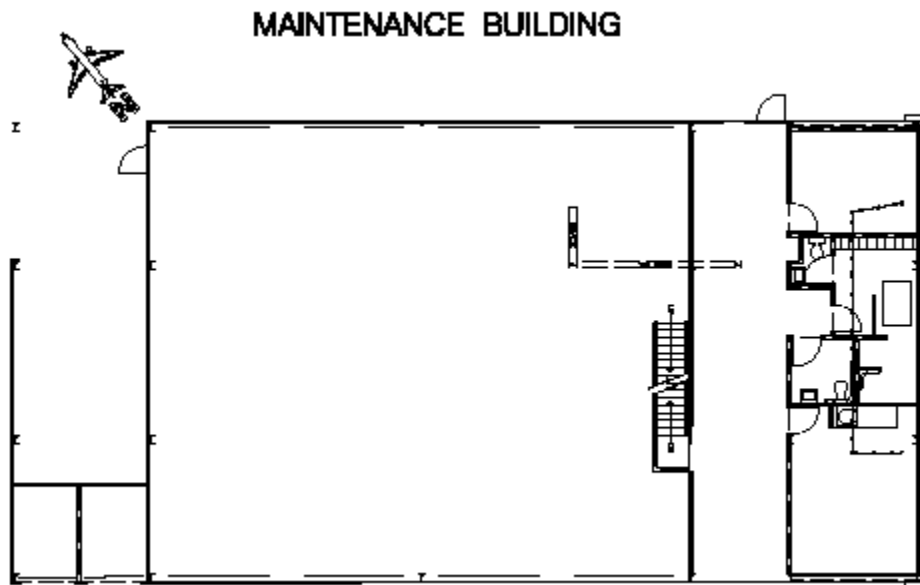
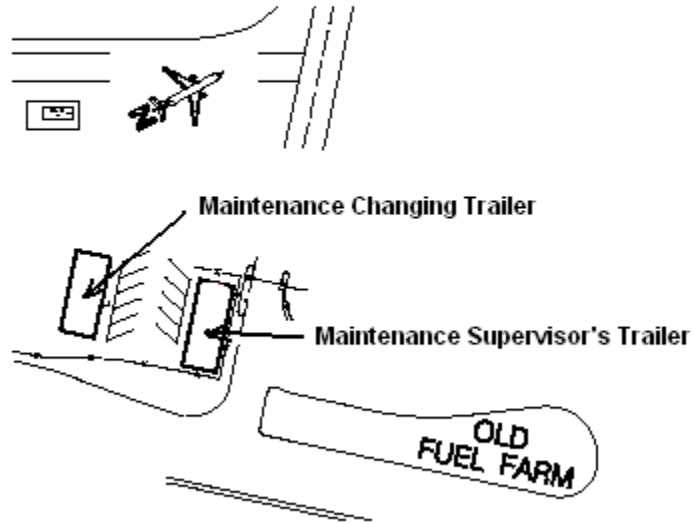
E. Estimating the Price of Non-Performed or Unsatisfactory Work

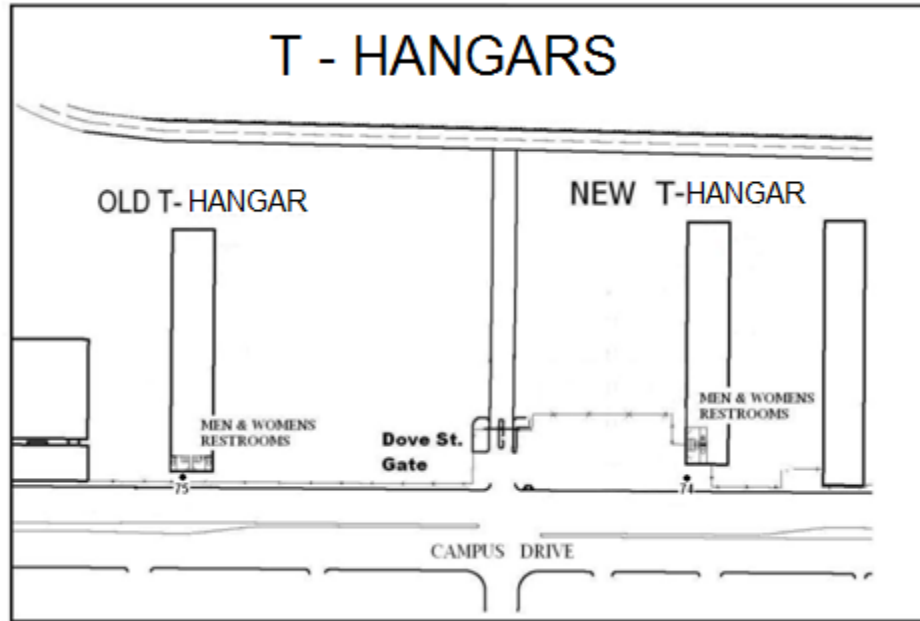
In accordance with the "Consequences of CONTRACTOR'S Failure to Perform Required Services", deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Basis of Deductions, or on the basis of the actual cost to COUNTY, estimated methods may be used. Engineered Performance Standards (EPS) or other estimating sources may be utilized to estimate the cost of non-performed work or the costs that would be incurred in remedying unsatisfactory work. 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.

TERMINALS A, B AND C

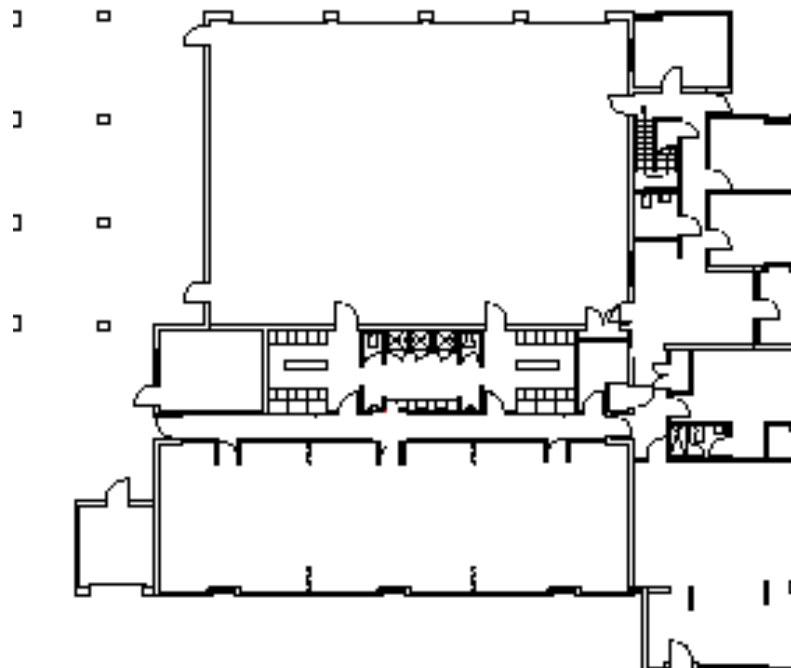


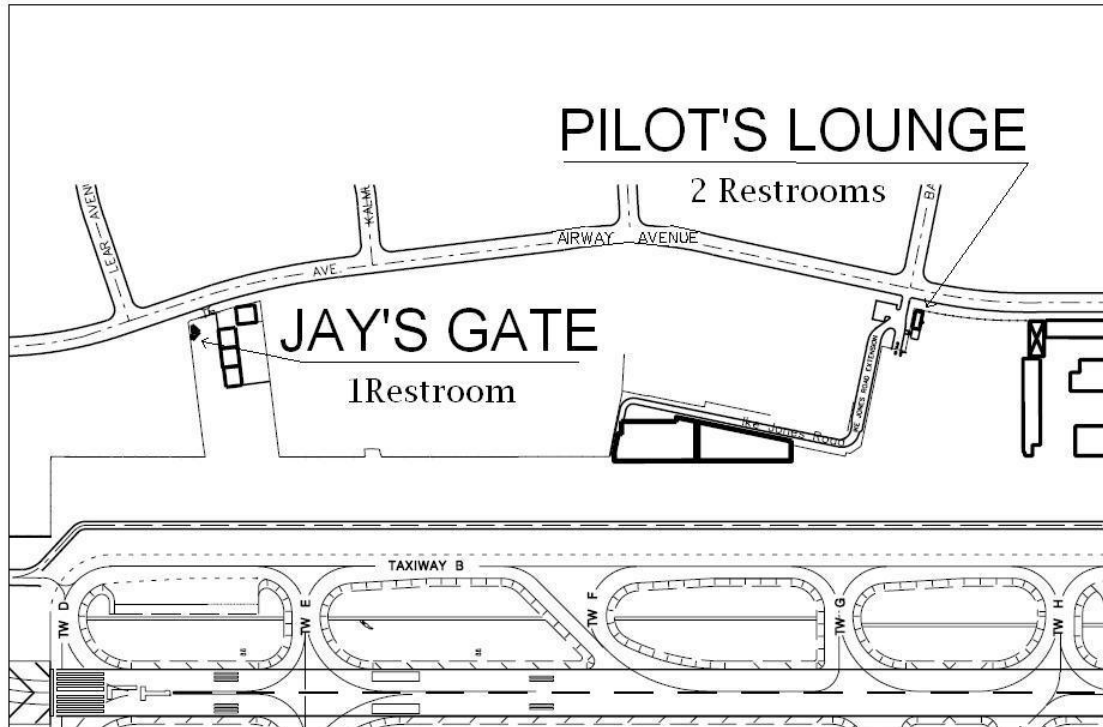
Maintenance Changing Trailer Maintenance Supervisor's Trailer

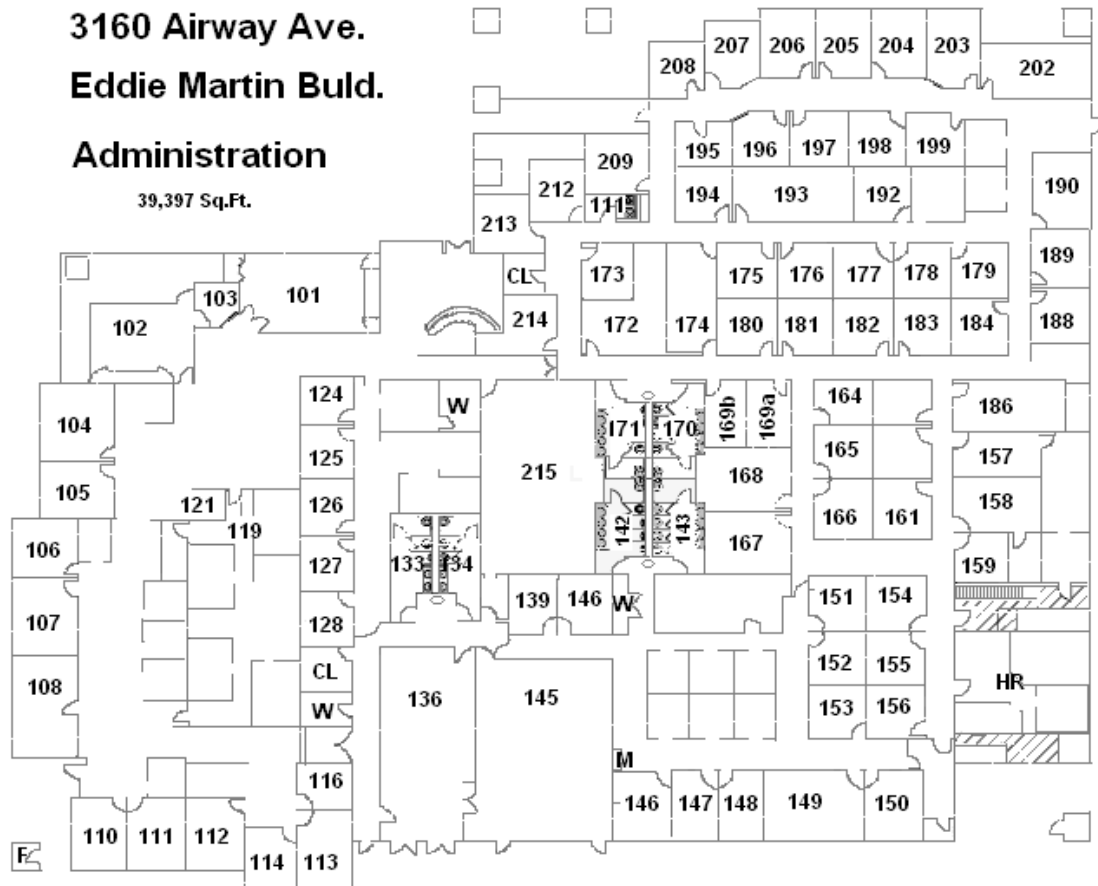




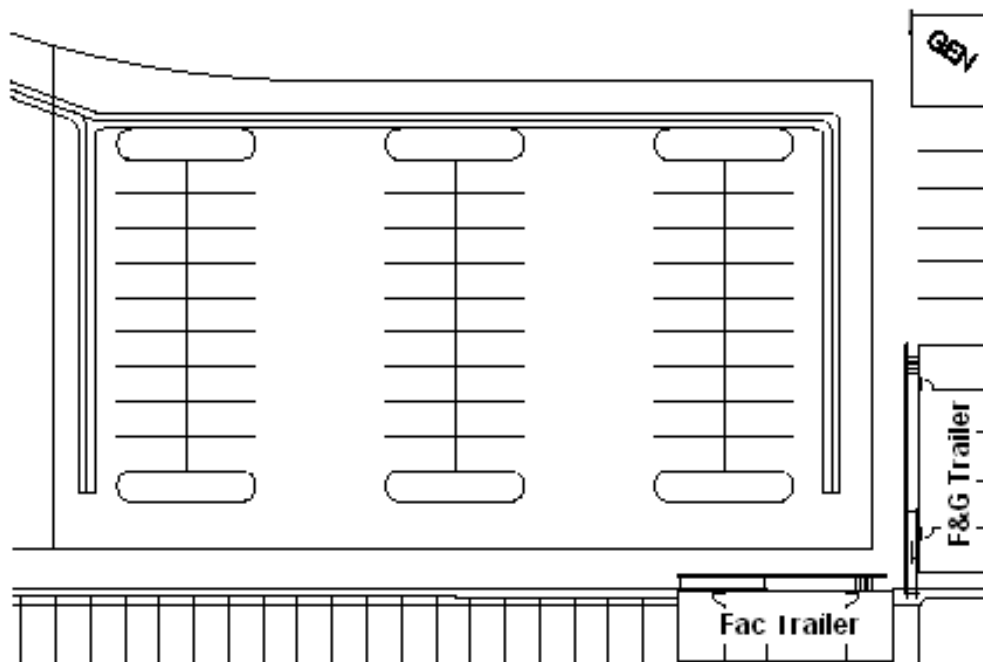
BUILDING 366

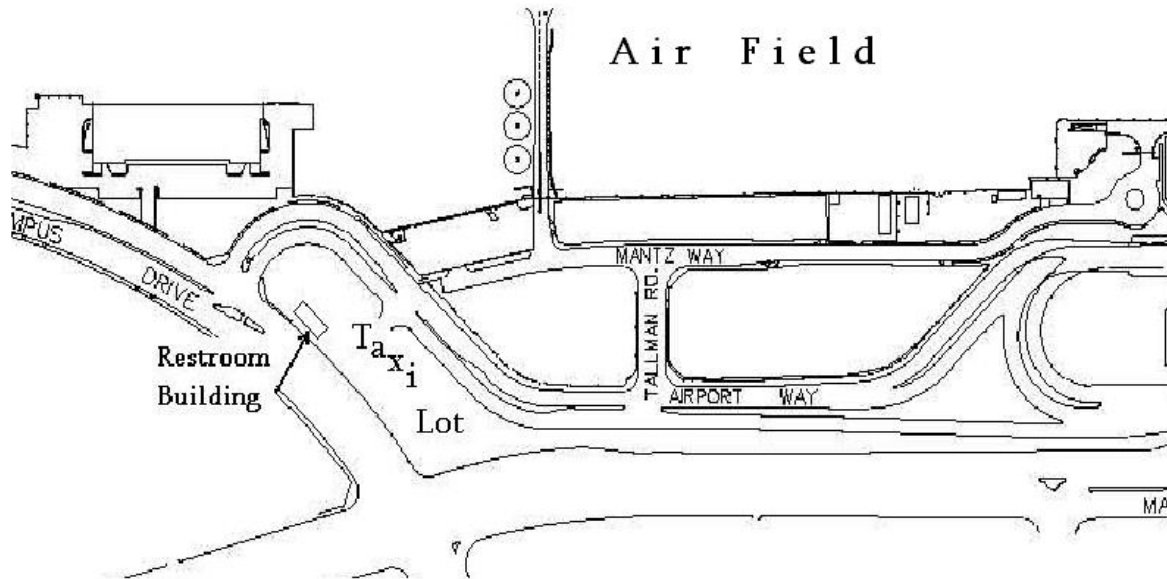




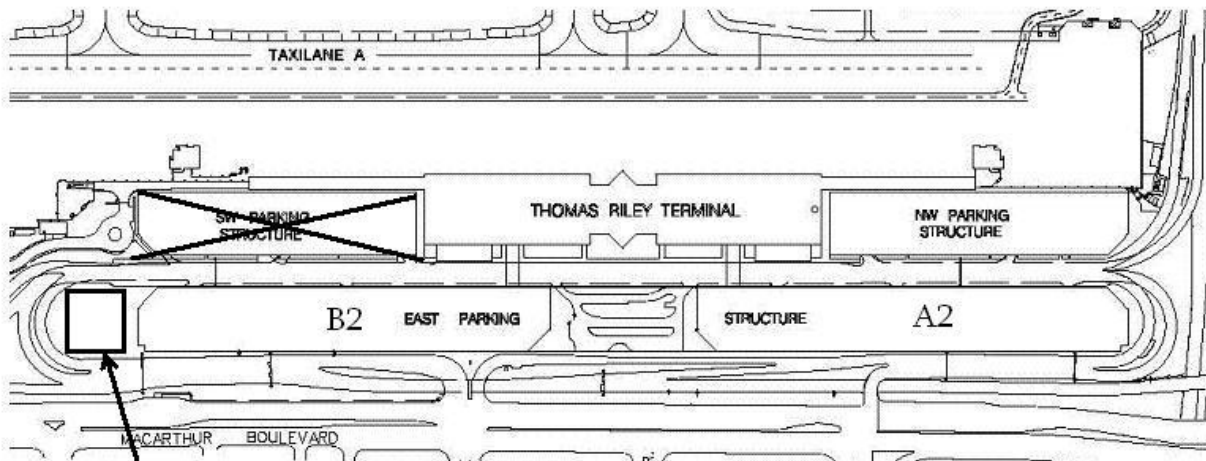


3160 ADMINISTRATION BUILDING





Taxi Lot Restroom Building



Co-Gen Plant

**ATTACHMENT B
CONTRACTOR PRICING SHEET**

I. COMPENSATION

This is an all-inclusive, fixed price, not to exceed maximum firm fixed price CONTRACT between COUNTY and CONTRACTOR for services defined in Attachment A - Scope of Work.

CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, travel, etc. required for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of total CONTRACT amount specified herein unless authorized by amendment in accordance with Articles "C" – Amendments – Changes/Extra Work.

II. FEES AND CHARGES

COUNTY will pay the following fees in accordance with the provisions of this CONTRACT.

The fixed price shall include all requirements and expenses related to the performance of work and services set forth in the Scope of Work.

Payment terms: Payment shall be made in accordance with the provisions of this CONTRACT regardless of the number of days in the month:

Schedule 1; Payment Schedule for Terminals A&B & Outer Buildings

Description	Unit	Cost	No. of Units	Total Annual Cost
Janitorial Costs	Monthly		12	
Supplies, Materials & Equipment	Monthly		12	
Linear Vents and HVAC Diffusers	Semi-annual		2	
Carpet Cleaning Outer Buildings	Semi-annual		2	
Terminals A&B Interior & Exterior High Glass Cleaning Above 10 Feet	Semi-annual		2	
High Cleaning Above 30 Feet Terminals A&B	Annual		1	
Scenario 1: Carpet Cleaning Terminals A&B – Resistech Subcontractor	Annual		1	JWA use only
Scenario 2: Carpet Cleaning Terminals A&B – Contractor	Annual		1	
Sub-Total Annual Amount				
Additional Repairs and Work as Needed (5% of Sub-Total)				
Total Annual Amount				
CONTRACTOR shall provide a material cost plus ____% mark up for any additional materials used under this CONTRACT.				

Schedule 2; Payment Schedule for Terminals C

Description	Unit	Cost	No. of Units	Total Annual Cost
Janitorial Costs	Monthly		12	
Supplies and Materials	Monthly		12	
Linear Vents and HVAC Diffusers	Semi-annual		2	
Terminal C Interior & Exterior High Glass Cleaning Above 10 Feet	Semi-annual		2	
High Cleaning Above 30 Feet Terminal C	Annual		1	
Scenario 1: Carpet Cleaning Terminal C – Resistech Subcontractor	Annual		1	JWA use only
Scenario 2: Carpet Cleaning Terminal C – Contractor	Annual		1	
Sub-Total Annual Amount				
Additional Repairs and Work as Needed (5% of Sub-Total)				
Total Annual Amount				
CONTRACTOR shall provide a material cost plus _____% mark up for any additional materials used under this CONTRACT.				

III. INVOICING

Invoices are to be submitted monthly in arrears, after services have been provided, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to COUNTY and verified and approved by COUNTY Project Coordinator and subject to routine processing requirements. COUNTY's Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to COUNTY Auditor-Controller for processing of payment. Responsibility for providing an acceptable invoice to COUNTY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.

Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for services not provided or when goods or services do not meet CONTRACT requirements.

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

CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. CONTRACTOR's name and address
- b. CONTRACTOR's remittance address (if different from above)
- c. Name of COUNTY agency department
- d. COUNTY CONTRACT number
- e. Service date(s)
- f. Service description
- g. If not already submitted, Certified Payroll
- h. CONTRACTOR's Federal I. D. number
- i. Total

Invoices and support documentation are to be forwarded to:

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

ATTACHMENT C
DEFINITIONS

- 1) **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.
- 2) **366** - 366 Paularino, Costa Mesa is the old Fire Station 33 that is now used as an office space for contracted staff during the improvement program at JWA.
- 3) **Service Desk (aka BPOC)** - Located in Terminal A which receives and dispatches information and tasks. Phone Number (949) 852-4004.
- 4) **AOA** – Aircraft Operations Area.
- 5) **Buff** - Method of bringing a natural shine to a surface without the use of chemicals.
- 6) **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.
- 7) **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.
- 8) **Cleaning from 6:30 am to 11:30 pm** - Ongoing cleaning services/cursory services that can be quickly done with minimal impact to the traveling public.
- 9) **Cleaning from 11:30am to 6:30am - 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.
- 10) **Co-generation Plant** - New facility for electrical and HVAC generation.
- 11) **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.
- 12) **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.
- 13) **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
- 14) **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.
- 15) **Family Rooms** - Adjoining restroom areas that is designed for family usage.
- 16) **Feminine Products** – Feminine hygiene products and disposal bags designed for these products
- 17) **HVACs Diffusers** - Heating and Air-conditioning diffusers, vents, grills, that directs air.
- 18) **Jay's Gate** - One unisex restroom and picnic table on west side of JWA. Referred to as an outer building.
- 19) **Maintenance Building** - Building designated for maintenance activities. Referred to as an outer building located in the Southeast corner of the airfield.

- 20) **New T Hangar** - 19471 Campus contains one women's and one men's restroom. Referred to as an outer building.
- 21) **Night Supervisor's Trailer** - Trailer located on east side of airfield used for supervisory functions and meeting area. Referred to as an outer building.
- 22) **Old T Hangar** - 19661 Campus contains one women's and one men's restroom. Referred to as an outer building.
- 23) **Outer buildings** - Shall include Terminal administration, TSA Terminal A, TSA Terminal B, TSA Terminal C, 3160 Airway, 366 Paularino, Night supervisor's trailer, TSA trailer, co-gen plant, changing trailer, maintenance building, superintendant's trailer, pilot's lounge, Jay's gate, contract's trailer, F&G trailer, and taxicab lot trailer.
- 24) **Pile Lift** - Lifting process that stands carpet yarn up from the weave.
- 25) **Pile Lifter** - Machine that stands carpet yarn up from the weave.
- 26) **Pilot's Lounge** - Men and women's restroom and eating area designed for general aviation usage. Referred to as an outer building.
- 27) **Pressure Wash** - The act of washing using power equipment; an ablution; a cleansing, wetting, or dashing with water quantity.
- 28) **Ramp** - Area designated for aircraft boarding and fueling operations adjacent to the Terminal and AOA.
- 29) **Resistech** - A product made by Dupont and distributed by Invista that is used to encapsulate dirt making it easier to extract in subsequent vacuuming.
- 30) **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.
- 31) **Sanitary Disposal Cans** - Used to dispose of feminine hygiene products.
- 32) **Sanitize** - Make sanitary by cleaning or sterilizing.
- 33) **Scrub** - The act of cleaning a surface by rubbing it with a brush and soap and water.
- 34) **Scrubbed** - Aggressive or persistent process to remove embedded contaminants, materials and particulates from surfaces.
- 35) **Seal** - A finishing coat applied to exclude moisture.
- 36) **Shine** - The quality or state of shining; brightness; luster, gloss; polish; sheen.
- 37) **Spot Clean** - Removal of a mark on a substance or body made by foreign matter; a blot; a place discolored.
- 38) **Stains** - A soiled or discolored appearance.
- 39) **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.
- 40) **Superintendent's Trailer** - Trailer on south end of airfield used by the Maintenance Superintendent. Referred to as an outer building.
- 41) **Tandem seating** - Seating manufactured by Herman Miller used throughout the Terminal for passenger convenience.
- 42) **Terminal Administration** - Area that administrates airport operations located in the Terminal. Referred to as an outer building
- 43) **Water recovery system** - A system to recover water preventing water from entering gutters and storm drains
- 44) **Wax/waxed** - Applying a coat of wax and polishing the surface to a high shine.

ATTACHMENT D BASIS OF DEDUCTIONS

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

Prices shown in the “Basis of Deductions” will be utilized in conjunction with the “Failure to Perform Required Services” clause in making 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:

		FREQUENCY	TOTAL PRICE
Janitorial	Administration Costs	Each Instance	\$50.00
Janitorial	Deficiencies found during Inspections	Each Instance	\$100.00
Janitorial	Deficiencies Reported	Each Instance	\$100.00
Janitorial	Non-responsiveness	Each Instance	\$50.00
Janitorial	Insufficient Reporting	Each Instance	\$50.00
Janitorial	Inaccurate Reports	Each Instance	\$50.00
Janitorial	Untimely Reports	Each Instance	\$100.00
Janitorial	Spills not cleaned within 30 Minutes	Each Instance	\$500.00
Janitorial	Uniform Deficiencies	Each Instance	\$100.00 and Employee Can Not Work Until Uniform is complete
Janitorial	Unusable Cleaning Equipment	Each Instance	\$500.00
Janitorial	Insufficient or Unacceptable Supplies	Each Instance	\$100.00

ATTACHMENT E
SUMMARY SHEET

TERMINALS A,B,C AND OUTER BUILDINGS

STAFFING					
Positions by Title	Number of Employees	Monthly Cost - Regular Hours	Monthly Cost - Benefits	Total Monthly Cost	Annual Cost
Total Full Time Employees					
Account Managers					
Human Resources					
Shift Supervisors					
1st Shift Crew Members					
2nd Shift Crew Members					
3rd Shift Crew Members					
Total Labor					

HOURS	Daily	Weekly	Monthly	Annual
Janitor Hours				
Supervisor Hours				
Account Managers				
Human Resources				

Description	Quantity
What is the weekly Full Time Equivalent's for Janitors only?	
What do you propose as the manager to supervisor ratio?	
What do you propose as the supervisor to janitor ratio?	

SUPPLIES/CONSUMABLES/EQUIPMENT	Monthly Amount	Annual Amount
Cleaning Chemicals and Supplies		
Consumables		
Equipment (vacuums, floor equipment, radios)		
Maintenance and Repair all equipment and vehicles		
Total		

PERIODIC CLEANING ITEMS	Monthly Amount	Annual Amount
Monthly		
Semi-annual		
Annual		
As needed		
Total		

TERMINAL CARPET	Monthly Amount	Annual Amount
Scenario 1: Resistech Subcontractor		
Scenario 2: Contractor		

MISCELLANEOUS OTHER COSTS - SAMPLE ITEMS	Monthly Amount	Annual Amount
Performance Bond		
Parking Permits for PBC Supervisors		
IT Support		
Drinking water		
Other		
Total		

FINAL SUMMARY – ACTUAL COSTS FROM CHARTS ABOVE	Carpet Scenario 1		Carpet Scenario 2	
	Monthly Amount	Annual Amount	Monthly Amount	Annual Amount
Labor				
Supplies/Consumables/Equipment				
Periodic Cleaning Items				
Carpet				
Miscellaneous Other Costs				
GRAND TOTAL				

SUPPLIES		
Vendor Name	Description of Supplies	Quantity

EQUIPMENT			
Type	Specifications	Frequency of Use	Quantity

BIOMETRIC TIME CLOCK	
Type	Specifications

ELECTRONIC CHECK IN DEVICES AND FOBS	
Type	Specifications

UNIFORMS		
Type	Specifications	Quantity

PHONES		
Type	Specifications	Quantity

RADIOS		
Type	Specifications	Quantity

TRAINING PROGRAMS (Provide all internal training programs provided to staff and frequency)		
Title	Description	Frequency

INCENTIVE PROGRAMS (Provide all internal Incentive Programs provided to staff and frequency)		
Title	Description	Frequency

EXHIBIT I
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

- B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

(Additional sheets may be used if necessary)

"I certify _____ Company Name _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the CONTRACT with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT."

 Authorized Signature

 Name

 Title

 Date