

SERVICE CONTRACT
Janitorial & Floor Maintenance Service at Plants 1 & 2
Specification No. S-2020-1189BD

THIS CONTRACT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OCSD") and [REDACTED] with a principal place of business at [REDACTED] (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor janitorial and floor maintenance services at Plant Nos. 1 and 2 ("Services") as described in Exhibit "A"; and

WHEREAS, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on [REDACTED], the Board of Directors of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Introduction

1.1 This Contract and all exhibits hereto (called the "Contract") is made by OCSD and the Contractor. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Contract are incorporated by reference and made a part of this Contract as though fully set forth at length herein.

Exhibit "A" Scope of Work
Exhibit "B" Bid
Exhibit "C" Acknowledgement of Insurance Requirements
Exhibit "D" OCSD Safety Standards
Exhibit "E" Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions of this Contract shall in all respects govern and control.

1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.

1.5 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OCSD.
- 2. Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not exceed [_____] Dollars (\$[_____]00).
- 3. California Department of Industrial Relations (DIR) Registration and Record of Wages**
- 3.1 To the extent Contractor’s employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract or perform work under a maintenance contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OCSD and/or general public upon request, provided the public request is made through OCSD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).
- 4. Payments and Invoicing**
- 4.1 OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD’s Project Manager or designee, of itemized invoices submitted monthly for Services rendered in accordance with Exhibit “A”. OCSD, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.
- 4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at APStaff@OCSD.com and “INVOICE” with S-2020-1189BD and the Purchase Order Number shall be referenced in the subject line.

5. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
6. **Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.
7. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.
8. **Contract Term** The Services provided under this Agreement shall be for the period of two (2) years commencing on February 1, 2021 and continuing through January 31, 2023.
9. **Renewals**
- 9.1 OCSD may exercise the option to renew this Contract for up to three (3) one-year periods, under the terms and conditions contained herein. OCSD shall make no obligation to renew nor give reason if it elects not to renew.
- 9.2 This Contract may be renewed by OCSD Purchase Order.
10. **Extensions** The term of this Contract may be extended only by written instrument signed by both Parties.
11. **Performance** Time is of the essence in the performance of the provisions hereof.
12. **Termination**
- 12.1 OCSD reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.
- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.
- 12.3 OCSD may also immediately cancel for default of this Contract in whole or in part by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.

13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to maintain required insurance coverage shall result in termination of this Contract.
14. **Indemnification and Hold Harmless Provision** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Contractor's services under this Contract, or by its subcontractor(s) or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
15. **OCSD Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D", including Safety SOP-102 Personal Protective Equipment (PPE), and the Human Resources Policies in Exhibit "E".
16. **Warranties** In addition to the warranties stated in Exhibit "A", if any, the following shall apply:
- 16.1 Manufacturer's standard warranty shall apply. All manufacturer warranties will begin at the date of completion of this Contract.
- 16.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OCSD and Contractor, take all such actions as are necessary to

correct or complete the noted deficiency(ies) at Contractor's sole expense.

17. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
18. **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.
19. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; and 2) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
20. **Regulatory Requirements** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and California Water Codes Division 2.
21. **Environmental Compliance** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
22. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
23. **Applicable Laws and Regulations** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OCSD as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
24. **Contractor's Employees Compensation**
 - 24.1 **Davis-Bacon Act** – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.
 - 24.2 **General Prevailing Rate** – OCSD has been advised by the State of California Director of

Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.

- 24.3 Forfeiture For Violation – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 24.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 24.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 24.6 Record of Wages; Inspection – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project payments per the requirements of Section 1776.
25. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.

26. **Governing Law** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange, in the event any action is brought in connection with this Contract or the performance thereof.
27. **Breach** The waiver of either party of any breach or violation of, or default under, any provision of this Contract, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor to which OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
28. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
29. **Dispute Resolution**
- 29.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 29.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.
30. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.
31. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
32. **Severability** If any section, subsection, or provision of this Contract, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision

is held invalid, the remainder of this Contract or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

33. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
34. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
35. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
36. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
37. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
38. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
39. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
40. **Authority to Execute** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
41. **Entire Contract** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

42. Notices All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

OCSD: Darius Ghazi, Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: [Contact Name]
[Contact Title]
[Company Name]
[Street Address]
[City, State, Zip Code]

Each party shall provide the other party written notice of any change in address as soon as practicable.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by the duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
David John Shawver
Chair, Board of Directors

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing & Contracts Manager

COMPANY

Dated: _____ By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number

Exhibit “A”
SCOPE OF WORK

CONFORMED EXHIBIT A
SCOPE OF WORK/TECHNICAL SPECIFICATIONS
Janitorial & Floor Maintenance Service at Plants 1 & 2
SPECIFICATION NO. S-2020-1189BD

1. Summary

The Orange County Sanitation District (OCSD) is seeking a highly qualified and experienced Janitorial Maintenance Company to provide Janitorial and Floor Maintenance Services at OCSD Plant 1 Facilities, 10844 Ellis Avenue, Fountain Valley, California, and Plant 2 Facilities, 22212 Brookhurst Street, Huntington Beach, California. There are approximately 650 employees/Contract employees at OCSD. Contractor Staffing under the existing contract includes a total of seven (7) Full-time janitors, and Two (2) Full-Time lead/supervisors for the two (2) Plant locations.

2. Project / Work Elements

The Contractor shall furnish all labor, materials, transportation, equipment and other services necessary to provide complete janitorial maintenance and stripping and waxing of floors in accordance with this scope of work. Janitorial maintenance services shall be provided 7 days per week with night shift coverages within the process areas located at each plant location.

For this Contract, OCSD requires the Contractor to provide a total of Ten (10) Full-time janitors, Three (3) Full-time Detail Porters and Two (2) dedicated onsite Full-Time supervisors; one for each of the two (2) Plant locations.

The Contractor shall furnish the following supplies at no additional cost to OCSD. OCSD Does Not Track Janitorial Supplies Usage.

- Facial Tissue for restrooms
- Rolled Paper Towels or Multi Fold paper towels for kitchens
 - DuPont Nature Multifold Towel Product # 48140 or equal
- Toilet paper (2-ply)
- Toilet Seat Protectors
- Waterless Urinal Cartridge (Falcon or equal – OCSD to provide)
- Feminine Products (tampons and sanitary pads)
- All Waste Receptacle Liners
- 7 oz. Water Cups (all Water Cooler locations)
 - Solo Product # R7N or equal

- Tork Matic Hand Towel Roll Dispenser – with Intuition Sensor (Article 5511282)
 - Batteries for auto paper dispenser
- Tork Matic Advanced Matic hand towel roll 700 ft, 1 ply (Article 290089)
- Tork Foam Skincare Soap Dispenser (Article 571508)
- Tork Skincare Soap Refill (Article 401211)
- Stoko Kresto 87044 High Performance Hand Cleaner 2,000 ML Bottle Refills or equal
- Tork S4 Foam Skincare Automatic Hand Sanitizer Dispenser (Article 571600)
 - Batteries for battery operated Tork hand sanitizer dispensers
- Tork S4 Alcohol Foam Hand Sanitizer Refill (Article 400217)
- Stoko Refresh Foaming Instant Hand Sanitizer 1,000 ML Auto Dispenser Refills or equal
 - Batteries for battery operated Stoko hand sanitizer dispensers
- Contractor shall provide and install body wash/shampoo dispensers and provide refills for all showers

Dispensers shall be stocked at all times and shall be checked throughout the day to ensure adequate quantities are available. Contractor shall also check and replace the batteries for battery operated dispensers at no additional cost to OCSD. Furthermore, the Contractor shall ensure that all supplied dispensers are operable and replace within 1 business day if necessary.

The Administration lobby, lobby restrooms, board and meeting rooms are areas of high usage during the entire day, and at times in the evening. Special attention is required to service these areas both at the start and at the end of each day, therefore the Contractor shall be required to provide coverage to work in the Administration Building at our Plant 1 facilities from 5:00 a.m. to 4:30 p.m., Monday through Friday. The lobby restrooms are to be cleaned/refreshed by no later than 4:30 p.m. on committee/board meeting evenings (every Wednesday and the 1st Thursday of each month) and the following mornings (prior to 6:00 a.m.) the committee/board room(s), lobby restrooms and kitchen are to be cleaned. In addition, the conference rooms and the lobby restrooms shall be cleaned and supplies refilled immediately following public tours.

OCSD operates twenty-four (24) hours per day, seven (7) days per week, and most areas will be occupied during the janitorial and floor cleaning services. The janitorial staff shall be flexible and attentive to an area's special needs or special requirements. The janitorial staff shall not service the restrooms, kitchens, and break rooms during OCSD lunch hours, and morning or afternoon breaks. OCSD employees will make a reasonable effort to minimize use of an area while they are being cleaned and serviced.

The Contractor shall be aware of current meeting schedules and other work routines within the facility and conduct its work in such a manner as to cause minimal interference with the execution of OCSD business or staff.

Contractor shall not be allowed to work on the following OCSD observed Holidays:

- New Year's Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

If a Holiday falls on a Saturday, it is observed the previous Friday. If the Holiday falls on a Sunday, it is observed the following Monday.

The following areas shall be cleaned and maintained in the following order and frequency. All equipment and materials shall be used per manufacturer's directions for each application. For additional detailed explanation of terms used in the scope of work to describe the work required in the following areas, see "Definition of Terms", Exhibit A, Section 5.0.

2.1 Locations

See Exhibits A-1, A-2, A-3 and A-4 for a detailed list of locations, square footage, stalls, urinals, showers, sinks, dispensers, refrigerators, microwave ovens, etc.

2.1.1 Restrooms and Restroom Entry Areas

All OCSD **men's** restrooms shall be cleaned and maintained by male workers and all OCSD **women's** restrooms shall be cleaned and maintained by female workers.

Water used in a mop bucket shall be discarded following each restroom cleaning.

2.1.1.1 Daily:

- Check, refill as necessary and clean all soap, toilet paper, paper towel, including feminine napkin dispensers (money from feminine product dispensers shall be collected and used by the Contractor for the cost of supplies).
- Check, refill as necessary OCSD supplied hand sanitizer

- Empty, clean and disinfect (as needed) all trash receptacles and insert new liners
- Disinfect all washbasins (sinks), counters, and fixtures with non-abrasive disinfectant cleanser
 - Tile, grout and caulking shall be free of mold, mildew and stains
- Disinfect all door handles, light switches, handrails, and elevator push buttons
- Disinfect and clean inside and outside of urinals and toilets
- Disinfect toilet seats, fixtures and outside surfaces of urinals and toilets
- Clean all mirrors and mirror's chrome
- Clean stainless-steel fixtures
- Sweep entire restroom/entry area floors
- Damp mop entire restroom floor, including entry areas, with disinfectant

2.1.1.2 Weekly:

- Clean and polish all doors (including kick plates), door jambs (clean only), walls, toilet stall partitions (inside and out), mirrors, chrome, and stainless steel fixtures and remove any marks, stains or graffiti (polish subject to approval of OCSD Representative)
- Pour a large bucket of fresh water down all floor drains

2.1.1.3 Monthly:

- Scrub resilient and hard surface floors (non-waxed surfaces) with appropriate cleaner
- Dust and remove cobwebs from light fixtures, skylights and openings
- Clean HVAC grilles, vents and registers
- Install OCSD supplied Waterless Urinal Cartridge or as instructed by OCSD

- Install monthly “Digester” flyer in holders above all urinals and inside all toilet stalls on the first working day of each month (OCSD shall provide)

2.1.1.4 Quarterly:

- Spray buff resilient and hard surface floors
- Wash/scrub and disinfect wall tile and partitions

2.1.2 Showers, Shower Entry Areas and Locker Rooms

2.1.2.1 Daily:

- Check, refill as necessary and clean all soap, paper towel dispensers
- Check, refill as necessary OCSD supplied sanitizer for dispensers.
- Empty, clean and disinfect (as needed) all trash receptacles and insert new liners
- Disinfect all door handles, light switches, and applicable handrails
- Dust mop/sweep entire floors
- Damp mop floors with disinfectant cleaner
- Dust and spot clean lockers and benches (Benches shall be left dry)
- Spot clean all doors, locker room walls, partitions, mirrors and other surfaces
- Clean shower drains of hair, soap and all other materials
- Scrub and disinfect with anti-fungal cleanser and de-scaler, all shower surfaces including doors, floors, mats associated with showers, baseboards, walls, shower stalls/partitions and fixtures so that all surfaces are free of mold, soap scum, body oils, mineral deposits, stains and odors
- Scrub shower entrances and walk ways with deck scrub brush and disinfectant cleanser

2.1.2.2 Weekly:

- Clean shower curtains so that all surfaces shall be free of soap scum, body oils, mold and mineral deposits

2.1.2.3 Monthly:

- Machine scrub resilient and hard surface floors with appropriate cleaner (non-waxed surfaces)
- Clean and disinfect exterior of all lockers. (Do not allow water to drip into lockers)
- Dust and remove cobwebs from light fixtures, skylights and openings
- Clean HVAC grilles, vents and registers

2.1.2.4 Quarterly:

- Spray buff resilient and hard surface floors (waxed areas only)

2.1.3 Entryways (exterior and interior), Lobbies, Hallways, Corridors, Traffic Areas and Stairs

2.1.3.1 Daily:

- Vacuum or sweep wiper/scrapper mats at entrances to buildings (interior and exterior)
- Dust mop/sweep hard surface floors then damp mop (Interior only)
- Empty and clean trash receptacles and replace liners
- Disinfect all door handles, light switches, and applicable handrails
- Damp wipe handrails outside building entrances (Non-process areas)
- Sweep outside entryways, decks, stairs, and stairway landings
- Immediately remove/spot clean spills from hard floor surfaces and carpet in accordance with Carpet and Rug Institute (CRI) directives and certified products

2.1.3.2 Weekly:

- Clean doors, door jambs, door glass, frames and kick plates
- Sweep and/or vacuum and damp mop interior stairways
- Vacuum all carpet

2.1.3.3 Monthly:

- Dust and remove cobwebs from light fixtures skylights and openings
- Wipe clean: partitions, walls, baseboards, counters, cabinets, trophy cases and all other horizontal (Accessible) surfaces (or as requested)

2.1.3.4 Quarterly:

- Remove cigarette butts and ashes from outdoor ashtrays (keep ashtrays & sand urns 20ft from building entrances)
 - Replenish sand as needed
- Spray buff resilient and hard surface floors

2.1.4 Offices, Cubicles, Meeting and Conference Rooms

2.1.4.1 Daily:

- Wipe down conference room tables with appropriate cleaner
- Sweep or dust mop and damp mop hard surface floors with appropriate cleaner
- Immediately remove debris/spot clean spills from floor surfaces and carpet
- Empty and clean trash receptacles (disinfect as needed) and replace liners
- Empty small, paper recycle receptacles (as needed) and place in 15-gallon paper recycle bins
- Empty paper shredder receptacles and place in designated, outside recycling dumpsters
- Disinfect all door handles, and light switches

- Arrange chairs in orderly fashion

2.1.4.2 Bi-Weekly:

- Empty 15-gallon paper recycle bins throughout Plants 1 & 2 into designated centrally located recycling dumpsters. Quantities and locations to be determined.
Bin sizes/quantities are subject to minor size and quantity changes.

2.1.4.3 Weekly:

- Vacuum all carpets
- Dust and spot clean doors, frames, walls, counters, windowsills, baseboards and partitions
- Clean doors, door jambs, door glass, frames and kick plates
- Clean workstation and partition glass/Plexiglas

2.1.4.4 Monthly:

- Dust all desks, tables, office furniture, chairs, partitions, tops of all cabinets and picture frames with a treated dust cloth. Do not move or disturb any paperwork or property
- Clean HVAC grilles, vents and registers
- Dust and remove cobwebs from light fixtures skylights and openings
- Vacuum fabric on upholstered furniture

2.1.4.5 Quarterly:

- Spray buff resilient and hard surface floors
- Clean window blinds and return to previous position (Do Not Disturb decorations on windows)

2.1.5 Lunchrooms, Kitchens, Break Rooms, Vending and Patio Areas

Lunch area/ eating area cleaning time - Lunch areas/ eating areas are to be cleaned at the end of OCSD staff lunch period.

2.1.5.1 Daily:

- Check, refill as necessary and clean all soap, paper towel dispensers
- Check, refill as necessary OCSD supplied sanitizer for dispensers.
- Empty and clean trash receptacles (disinfect as needed) and replace liners
- Sweep and/or dust mop then damp mop floors with appropriate cleaner
- Damp wipe tables and chairs with appropriate cleaner and replace in orderly fashion
- Clean and disinfect counter tops, sinks, exteriors of appliances and fixtures
- Spot clean doors, glass, door frames, walls, partitions, sills, and baseboards
- Disinfect all door handles and light switches
- Damp wipe interiors of microwave ovens with appropriate cleaner

2.1.5.2 Weekly:

- Vacuum all carpets
- Clean outside surfaces of all kitchen appliances, including but not limited to freezers, refrigerators, microwave and conventional ovens
- Clean interiors of microwave and conventional ovens

2.1.5.3 Monthly:

- Clean HVAC grilles, vents and registers
- Dust and remove cobwebs from light fixtures and skylights and openings
- Vacuum fabric on upholstered furniture
- Clean window blinds and return to previous position (Do Not Disturb decorations on windows)

- Clean interior of refrigerators and freezers (Post notice on front of refrigerator / freezer seven (7) days prior to cleaning)
 - Cleaning of certain refrigerators may occasionally be postponed

2.1.5.4 Quarterly:

- Spray buff resilient and hard surface floors

2.1.6 Elevators

2.1.6.1 Daily:

- Sweep then damp mop resilient floors with appropriate cleaner
- Immediately remove debris/spot clean spills from floors
- Disinfect elevator control panel push buttons
- Remove smudges, fingerprints and graffiti from walls, rails and doors

2.1.6.2 Weekly:

- Clean thresholds and door tracks of dirt and debris
- Polish all chrome and stainless steel
- Vacuum carpet
- Spot clean carpeted floors

2.1.6.3 Monthly:

- Dust and remove cobwebs from light fixtures

2.1.6.4 Quarterly:

- Spray buff resilient and hard surface floors

2.1.7 Fuel Station Plant 1

2.1.7.1 Daily:

- Pick up litter and sweep when necessary

- Empty trash containers and insert new liners

2.1.8 Plant 1 and Plant 2 Cart Barn

2.1.8.1 Weekly:

- Contractor is responsible for sweeping the area
- Empty trash cans and replace with new liners

2.1.9 Other Services

2.1.9.1 Daily:

- Contractor is responsible to supply 7 oz. cups at all water cooler locations and re-fill supply as necessary
- Clean water coolers with damp (disinfectant cloth, including trays (no chemicals shall be used)

2.1.9.2 As Needed:

- Provide water extractor response for water spills / leaks
- Plunge plugged or backed-up toilets, urinals and sinks when observed or requested (disinfect before returning to service). If unsuccessful, Contractor shall notify the OCSD Representative

Toilet Plunger shall never be used on sinks

- Wet wipe surfaces to remove ants (no chemicals shall be used) when observed or requested
- Deep cleaning of offices/cubicles upon personnel moves (OCSD Representative will provide the Contractor with a list of offices that will require deep cleaning).
- Contractor shall notify the OCSD Representative of any items needing repair, including but not limited to:
 - Leaks
 - Broken fixtures
 - Roof leaks

- Clean up small, biohazard (blood) spills. Contact OCSD Representative for disposal. Biohazard (blood) spill cleanup kits and their disposal shall be provided by OCSD.

2.1.10 Floor Coverings

Floor coverings vary in each building. They may include, but are not limited to; carpet, vinyl, VCT, terrazzo, concrete, and ceramic tile. The Contractor shall be responsible for performing the prescribed and appropriate cleaning and polishing method for each type of floor covering. Special attention shall be given to reduce the generation of dust while sweeping concrete surfaces. The use of a sweeping compound for this surface is encouraged.

2.1.10.1 Carpeted Floors and Floor Mats

- Vacuum the entire carpeted area, including under chairs, tables and other easily moved items, and around furniture legs. Return moved items to their original position. Pick up staples and other hard to remove items by hand if necessary. Vacuum hard to reach areas such as behind desks and furniture as needed. The carpet shall be free of visible dirt, litter, and soil.
- Inspect carpet for new spots and stains from spills and remove spots and stains immediately. Remove spots and stains with an appropriate industrial grade spot removing solution using the manufacturer's recommended techniques. Report any tears, burns or unraveling to OCSD representative. Carpet cleaning and shampooing is not part of this contract.

2.1.10.2 Resilient and Hard Surface Floors

- Put out wet floor warning signs (at all affected entrances) while work is in progress and until floor is dry
- All resilient and hard surface floors shall be swept then damp moped daily
- Inspect floors for new spots and stains from spills and remove immediately
- Chairs, trash containers, and other easily movable items shall be moved, cleaned underneath and placed back in an orderly fashion
- Upon completion, the entire surface shall be free of litter, soil, dust, hair, stains, streaks, film, standing water, and splash marks

- Spray buff floors quarterly with floor machine and an all-cotton-buffing pad
- Dust and damp mop floor then apply a thin film of spray polish then buff while moist to remove black marks, scuffs, stains, and scratches
- Dust mop the floor when spray buffing is completed

2.1.10.3 Annual Floor Maintenance (stripping & waxing of floors)

Shall not be performed during normal work hours

The following work is to be performed on all resilient and hard surface floors (excluding concrete) once every year:

- Contractor shall include the cost to perform this service as part of this contract. Contractor shall only be paid upon approval by OCSD Representative or his / her designee; and after all annual floor maintenance service has been completed to the satisfaction of the OCSD Representative.
- Contractor shall provide a work schedule one month prior to the start of the annual floor maintenance as well as a 2-week notice as conformation to advise staff of impending work scheduled for their work location.
- Contractor shall meet with OCSD staff at least three days prior, on-site to arrange specific work times and work areas.
- Stripping and waxing of floors shall not be scheduled during normal work hours. Contractor shall sign in at the Control / Operation Center then contact the Operations Supervisor to inform him / her about the work location(s) and the need to unlock or provide access to any secured locations. Contractor shall be responsible to sign out (log out of the facility) upon completion of work just prior to leaving the facility.
- Contractor shall place “NO ADMITTANCE” signs at all entrance and exits to work areas. The signage shall show the times that the floors will be reopened for use.
- Minimum procedures shall consist of stripping entire floor including corners and edges until all waxes, sealers and cleaning agents are removed. Rinse floor until clean and then dry. Inspect floor to be sure all wax, sealant, dirt, cleaning agents and stains are removed. Baseboards, furniture legs, door bottoms, and corners should be cleaned as well as the floor.

Strippers shall be non-ammoniated

- Apply a minimum of three coats of wax and high speed buff the final coat. Floor finish shall be clear in color, with no streaks or lint, and resist dirt and soil.
 - **The Contractor is responsible to move small furniture, tables, chairs, chair mats, carts, and trashcans out of the work location to be stripped and waxed, and returned to their original position upon the completion of the job.**
 - ***NOTE: Failure to perform the Annual Floor Maintenance in accordance with the above required specifications may result in the termination of the contract, in whole or in part.***

3. Resources Available

3.1 Power

OCSD shall provide the Contractor and their subcontractors, free of charge during the term of this Contract, 120 volts, 60-hertz, maximum 20 ampere electrical service. All other utilities shall be provided by the Contractor at its sole expense.

3.2 Water

OCSD shall furnish to the Contractor, free of charge, during the course of the Contract, city (potable water).

4. Project Management

4.1 Equipment & Facilities Inspection

Prior to making an award, OCSD reserves the right to inspect and evaluate the suitability of all proposed equipment and Proposer's facilities that shall be used to perform this work in accordance with the Scope of Work.

4.2 Qualification and Training of Employees

- Contractor shall submit, prior to the commencement of work under this contract, a complete list of all employees assigned to work under this contract.
- OCSD may require the dismissal of employee(s) OCSD has determined to be incompetent, careless or otherwise objectionable to the public interest.
- When in the opinion of OCSD, an employee does not perform satisfactorily; their employment on this contract shall be denied.

- All of the Contractor's employees shall be required to wear a company uniform, identifying the Contractor and the employee's name. No shorts are allowed.
- Contractor shall notify OCSD's Representative or designee immediately in writing of any change in contract personnel by submitting the name, and effective date of termination of the employee and employment date of the replacement employee.
- Contractor shall have an on-site training program (on a monthly basis at a minimum) during the duration of this contract and it shall include, but not be limited to the following:
 - General Cleaning
 - How to perform each task
 - Hard floor maintenance
 - Safety Training
 - Proper handling and dispensing of chemicals
 - Hazard communication
 - QA/QC issues
 - Customer Service issues
 - Contractor shall provide up to date documentation that its staff has been trained in the above whenever requested by OCSD.
- The on-site training program is to provide the Contractor's personnel the training required for the thorough understanding and ability to demonstrate proficiency in effectively cleaning the items mentioned in this scope of work. In addition, the personnel shall meet ISSA Cleaning Industry Training Standard (CITS), Cleaning Management Institute (CMI) or another industry recognized standard.

4.3 Workmanship, Materials & Equipment

- 4.3.1** The Contractor shall consistently furnish a high quality and level of labor, materials and equipment for satisfactory contract performance. OCSD reserves the right to reject any cleaner, supplies or equipment that does not meet its needs or performs at an unacceptable level of cleanliness or quality. OCSD shall not bear any additional costs if any or all restroom or cleaning supplies are deemed unacceptable for OCSD use, and upgrades are required.

4.3.2 Prior to the start of the contract, OCSD may request samples of supplies or products in order to evaluate the acceptability for use at OCSD facilities.

4.3.3 Vacuum Cleaners shall:

- have the Carpet and Rug Institute (CRI) Seal of Approval (SOA) and shall meet the gold or silver performance standard
- be certified for commercial use
- have a rotating cylindrical brush, not a beater bar

4.3.4 When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for that purpose. Each item or article shall be subject to inspection and / or test and approved by the OCSD Representative or Representative when so required. All workmanship shall be subject to the inspection and approval of the OCSD Representative or designee.

4.3.5 All necessary cleaning equipment including power driven, floor scrubbing, waxing and polishing machines, industrial-type vacuum cleaners, etc., that is needed to perform the work on this contract, shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work similar to this contract and shall meet the approval of the OCSD Representative or designee.

Equipment deemed by the OCSD Representative or designee to be of improper type or inadequate for the purpose intended shall be replaced at no additional cost to OCSD.

4.3.6 Contractor shall be responsible for maintenance and repair of its supplies and equipment such as vacuum cleaners, mops, brooms, notification signage, bicycles, carts, etc.

4.4 Changes

OCSD may at any time, by giving fifteen (15) days written notice, delete or add to the scope of work as set forth in these specifications.

A change in the contract amount may be amended or waived through the purchase order process.

4.5 Supervisory Staff

4.5.1 The Contractor shall provide two (2) dedicated onsite Full-Time Supervisors (Monday – Friday) for on-site supervision of its employees (Janitors and Detail Porters) performing the contract work. One (1) Supervisor at the Fountain Valley location and One (1) Supervisor at the Huntington Beach location.

- 4.5.2** The Contractor shall provide the work schedule of the janitorial staff to the OCSD Representative or designee.
- 4.5.3** The Supervisors shall be available at all times during the day while the contract work is in progress to respond to instructions from the OCSD Representative or designee regarding janitorial issues that need immediate attention.
- 4.5.4** The Contractor Supervisors shall be equipped with a cell phone and the number provided to OCSD Representatives.
- Supervisors shall respond immediately after being contacted by voice or text message.
- 4.5.5** The Contractor's Supervisors shall be fully experienced and adequately trained in both cleaning and supervision and shall meet the approval of the OCSD Representative or designee.
- 4.5.6** Contractor's Supervisors shall be required to perform daily Inspections (QA/QC) of all buildings serviced under this contract.
- 4.5.7** The Supervisors shall be able to communicate in English, both orally and in writing.
- 4.5.8** In the absence of the Supervisor(s), Contractor shall notify OCSD in advance or as soon as possible of Supervisor's absence and provide OCSD with name and cell phone number of substitutes.
- Substitute shall be able to communicate in English, both orally and in writing
- 4.5.9** Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.

4.6 Non-Supervisory Staff

The Contractor shall provide Ten (10) Full-Time Janitors and Three (3) Full-Time Detail Porters to perform the contract work at the Fountain Valley and Huntington Beach locations.

- The Ten (10) Full-Time Janitors shall perform mainly the daily work tasks and other work tasks as directed by his/her Supervisor.
- The Three (3) Full-Time Detail Porters shall perform mainly the weekly, bi-weekly, monthly, quarterly work tasks and other work tasks as directed by his/her Supervisor. The Detail Porters shall ensure that the detailed work as listed (in the Scope of Work) but not limited to the weekly, bi-weekly, monthly, quarterly work tasks

are satisfactorily completed in a high quality and professional standard.

4.7 Inspection of Premises

The Contractor Supervisors shall be required to sign all "Verification of Services Performed Log" (supplied by OCSD) on a daily basis by the end of each workday. This log is to be used daily to document all work completed. The logs shall be submitted to OCSD Representative(s) at the end of each week. SEE Exhibit A-5 for a sample of the "Verification of Services Performance Log".

4.7.1 The Contractor Supervisors shall be responsible on a daily basis to inspect and rate the level of services performed by his/her staff on the "Verification of Services Performed Log".

4.7.2 The Contractor Supervisors shall be required to perform on-site physical Inspection (QA/QC) for the satisfactory completion of the Janitorial services (based on the timeline) as prescribed in the Scope of Work to be completed on a daily, weekly, bi-weekly, monthly, quarterly basis. On-site inspections are to ensure scope of work compliance. The Contractor Supervisors shall inspect based on the timeline as prescribed in the Scope of Work. Work discovered as unsatisfactory during the inspections shall be discussed/relayed to the Contractor Janitor(s)/ Detail Porter(s) and request the service to be corrected and not to re-occur. Repeated under performance/poor quality service by the Janitor(s) or Detail Porter(s) shall be cause for the removal and replacement of the Janitor/ Detail Porter. When in the opinion of OCSD, a Supervisor does not perform satisfactorily in their inspection and corrective process; their employment on this contract shall be denied and the Supervisor shall be replaced immediately.

4.7.3 The Contractor shall submit a monthly invoice per Exhibit B. The Contractor's monthly invoice shall not be submitted prior to the last week of each month and shall not be approved for payment until the OCSD Representative or designee rate the overall performance of the Contractor as "satisfactory".

4.7.4 The Contractor's on-site Supervisor(s) shall also accompany the OCSD Representative on scheduled and non-scheduled inspection tours of the buildings and sites when requested by OCSD.

4.8 Safety, Equipment Protection & Damage

4.8.1 The Contractor shall be responsible for the protection of all existing equipment and facilities and shall, at its own expense, repair or restore any damage caused by the actions or negligence of its employees, within a 24-hour period. **If the Contractor fails or refuses to make such repairs or restorations, OCSD may have the work performed and deduct the repair cost from the monthly invoice.**

- 4.8.2** All Contractor employees shall receive blood-borne pathogen training annually and the Contractor shall have training records available upon request.
- 4.8.3** OCSD's Risk Management Division must approve all chemicals used. All chemicals shall have proper identifying labels affixed to them as well as secondary containers (i.e., spray bottles). Any chemical used in performing the contract work shall have the appropriate Material Safety Data Sheet (MSDS) in a labeled safety binder in each area / closet in which they are stored.
- 4.8.4** Contractor's staff shall comply with any and all safety requirements and don all personal protective equipment as called out by the instructions on the chemical labels.
- 4.8.5** Copies of all MSDS sheets for each building shall be supplied to OCSD at the start of the contract as well as during the duration of the contract prior to the introduction of any additional materials.
- Failure to comply shall result in the immediate removal of said product(s) / Chemical(s) by the Contractor.
 - Liquid soap shall be non-alcohol based.

4.9 Storage Space

OCSD will assign a limited amount of secured storage space if available in buildings for the storage of the Contractor's supplies and equipment. Contractor shall keep this space in a neat and orderly condition. Contractor shall keep electrical panels, fire extinguishers, interior access doors and water heater areas clear of materials and supplies. OCSD shall not be responsible for damage or loss to the Contractor's stored supplies, equipment or personal belongings. **Materials in large volumes (5 gallons or more) shall not be stored on OCSD property. No flammable materials shall be brought on-site.**

4.10 Conduct of Work

- 4.10.1** The Contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers and cabinets, using telephones, radio equipment, and any other equipment provided for official OCSD use.
- 4.10.2** No OCSD equipment shall be unplugged without OCSD's prior approval.

4.11 Security

- 4.11.1** Electronic identification badges shall be issued to all janitorial staff by OCSD.

4.11.2 All exiting doors are to remain closed and locked. Do not prop open exiting doors for any reason. Do not assist entry to anyone. Close and lock all exterior windows. When Janitorial staff gains entrance to a locked room / office, they shall lock the room / office upon exiting.

4.12 Energy Conservation

Contractor shall instruct all employees performing janitorial work within the facility to utilize energy conserving work methods, which shall maximize energy conservation. If they turn on the lights to clean, they shall turn off the lights when finished. Janitorial Staff shall turn off lights upon exiting an unoccupied room.

4.13 Cleaning Quality Requirements/Expectations

4.13.1 Services performed under this contract shall be subject to inspection and approval of the Contractor Supervisors and the final approval of OCSD's Representative or designee. Consistent, first quality cleaning shall be required.

4.13.2 Unsatisfactory work shall be called to the attention of the Contractor Supervisors at the discretion of OCSD's Representative(s) and the Contractor shall be required to correct the work deficiencies within one (1) hour to the satisfaction of OCSD's Representative or designee.

4.13.3 Contractor shall respond to the work site within one (1) hour should unsatisfactory work causes an emergency condition as determined by OCSD. Failure by the Contractor to comply with such requests will force OCSD to use any means necessary to correct the problem. Associated costs shall be deducted from the monthly invoice. Repeated failures to respond may be cause for the termination of the contract.

4.13.4 Notification of unsatisfactory work shall be deemed given as soon as OCSD leaves a Voicemail, text or E-mail message, notifying the Contractor Supervisor(s) or Management of deficient performance. Contractor shall provide telephone, Email address, and cell phone numbers for this purpose, and shall provide a 24-hour telephone number for emergencies, and shall respond within 30 minutes with a return phone call.

4.14 Cleaning Schedule(s)

Contractor shall furnish OCSD's Representative or designee with a routine work schedule(s) of all cleaning tasks that are not performed on a daily basis. The Contractor shall provide this schedule(s) to OCSD not later than 30 days after contract is awarded.

4.15 Work Hours and Locations of Services

The majority of the janitorial work shall be performed between the hours of 6:00 A.M. and 4:30 P.M, Monday through Friday. OCSD will also require the Contractor to perform Janitorial services for the Operational areas (as indicated in Exhibit A-5) on Saturday and Sunday between the hours of 6:00 A.M. and 4:30 P.M. In addition to the daily day-time Janitorial services, the Contractor shall also perform evening/Night shift services between the hours of 4:30 P.M. through 9:30 P.M. Monday through Sunday for the specified Operational areas (as indicated in Exhibit A-5). A list of building locations and servicing hours are noted in Exhibit A-5.

4.16 Exceptions:

4.16.1 Administration Building-Plant 1

- Contractor shall be required to provide coverage to work from 5:00 a.m. to 4:30 p.m. Routine weekday services shall be provided Monday through Friday.
- Lobby restrooms are to be cleaned/refreshed by no later than 4:30 p.m. on Committee / Board meeting evenings (every Wednesday and the 1st Thursday of each month). On the mornings following meeting nights, prior to 6:00 a.m., the Committee / Board room(s), lobby restrooms and kitchen are to be cleaned.
- Contractor shall have the staff flexibility to also provide requested services for cleanup and housekeeping during special events (typically a few hours per event) that may occur five (5) to ten (10) times per year at no additional cost to OCSD (Mondays through Saturdays).

4.16.2 Annual Floor Maintenance (stripping and waxing of floors)

Shall not be scheduled during normal work hours

4.16.3 Recyclable Materials

The Contractor shall be required to deposit all recyclable paper, cans, and all other recyclables in the appropriate containers for that facility.

4.16.4 Minimum Staffing, Breaks and Extraordinary Services

- **The Contractor shall provide no less than the minimum number of staff to meet the requirements of this scope of work and to the satisfaction of the OCSD Representative.**

For this Contract, OCSD requires the Contractor to provide a total of Ten (10) Full-time janitors, Three (3) Full-time Detail Porters and Two (2) Full-Time supervisors; one for each of the two (2) Plant locations.

- Contractor maybe required to re-clean areas that were already cleaned due to accidents, spills, etc. This occurs infrequently. Cost shall be included in this contract.

- Service Provide may be required to re-disinfect areas that were already disinfected. This may occur occasionally. Cost shall be included in this contract.
- Contractor's staff shall take regular, pre-determined breaks (break times shall be agreed upon by Contractor and OCSD Representative).
- Contractor's staff shall not take breaks in janitor closets/rooms
 - OCSD shall notify Contractor of areas that its staff can use for breaks. Such areas are subject to change.
- Contractor's staff shall perform duties during entire shift with the exception of regularly scheduled breaks
- Contractor's staff shall not use personal communication devices during work time.
- OCSD shall compensate four (4) hours of pay in the event one of Contractor's employee's reports for work as scheduled but is denied work without any prior notification.
- Should a Contractor employee fail to report to work or go on vacation, the Contractor shall provide a substitute person to cover that person's cleaning responsibilities by the start of the second workday.
- **OCSD shall be the sole judge of any performance discrepancies.**

5. Definition of Terms

The following definitions apply unless otherwise noted:

OCSD: Shall mean the Orange County Sanitation District

OCSD REPRESENTATIVE: Shall mean the OCSD employee who is the main point of contact for all issues related to this Contract.

DAILY: Shall mean once per day, Monday through Friday, excluding Holidays

WEEKLY: Shall mean once per week

MONTHLY: Shall mean once per calendar month

QUARTERLY: Shall mean once per every three months

ANNUAL: Shall mean once per year (contract year)

AS NEEDED: Shall be determined by OCSD Representative

CERAMIC TILE SEALER: Apply protective sealer finish that adds luster but does not build up

CLEAN: Remove all dirt, mold, mildew, grime, stains and marks with approved cleaner and applicator

DAMP MOP: Remove all surface dirt and stains with a mop and warm water containing detergent or floor cleaner as required; and rinse

DAMP WIPE: Remove all surface dirt with a damp cloth

DEEP CLEANING: extensive and thorough cleaning including but not limited to scrubbing, vacuuming, wiping, dusting, and disinfecting surface areas.

DISINFECT: Clean with a disinfecting agent

DUST: Remove all loose dirt and debris. Treated cloths shall be used.

DUST MOP: Use an all-cotton push mop sprayed with a chemical dust attractant to remove all dirt and debris

HI-SPEED BUFFING: Hi-speed buffing machine shall be used to apply protective sheen on wax floors where specified.

SCRUB: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pads

SIGNAGE: "Caution, Warning, No Admittance, Wet Floor, Closed, Slippery" etc. signs

SPRAY-BUFF: Use floor machine equipped with an all-cotton bonnet-polishing pad. Apply solution and buff until dry.

STRIP: Remove accumulations of old floor finish, all surface dirt, stains and marks. Rinse and dry.

SWEEP: Remove all dirt, debris and litter with a broom

VACUUM: Remove all surface and embedded dirt with a high efficiency filter suction cleaner with cylindrical brush.

WAX: Apply appropriate number of coats of approved floor finish