

Attachment K

Customer Specific Scope of Work

Please be advised that this attachment is a non-mandatory document intended to assist Customers further define their needs and requirements for Custodial Services. This Attachment is an example and **does not** modify the Contract's Scope of Work (SOW) for purposes of the Custodial Services Solicitation. Any inconsistencies between this Attachment and the SOW shall not be construed as modifying this SOW for purposes of the Custodial Services Solicitation. Attachments associated with the existing Custodial Services contract can be found at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/custodial_services

1. Overview

The following Customer Specific Scope of Work is intended to supplement State Term Contract No. 76111500-21-STC, for Custodial Services (STC). The Customer Specific Scope of Work will be determined and agreed upon by the Customer and the Contractor and set forth in the Customer Contract or Purchase Order. When creating a Customer Specific Scope of Work, Customers are permitted to negotiate terms and conditions which supplement those contained in the STC. Such additional terms shall be for similar or equivalent services contemplated in this Contract Specific Scope of Work and shall not conflict with the terms and conditions established by the STC (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer's Specific Scope of Work are only applicable to the Customer's Contract or Purchase Order.

2. Deliverables

Contractor shall provide Custodial Services identified by the Customer. The Contractor shall follow the customary and standard industry practice for the performance of the Custodial Services. <Customer to list facilities, service and space types, square footage requirements, etc.>.

3. Payment

<Insert Customer specific payment schedule and requirements>.

4. Staffing

The Contractor will ensure adequate custodial operational staffing (day or night as specified by the Customer) is maintained to ensure the highest level of cleanliness throughout the term of the Contract. The Contractor shall indicate its proposed minimum staffing levels, including day and night porters if specified by the Customer.

5. Subcontractors

The Parties agree that the Contractor shall use only those subcontractors identified to the Department and Customer.

6. Key Personnel

The Contractor shall name and certify each on-site supervisor. <Insert additional key personnel requirements>.

7. Safety Requirements

The Contractor shall comply with all applicable requirements of OSHA's "General Industry Standards." These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

8. Material Safety Data Sheet

The Contractor shall provide to the Contract Manager a Material Safety Data Sheet and description literature for each chemical, compound and mixture used in the performance of the Contract before the commencement of any work hereunder. All MSDS's shall be of the latest version and comply with 29 CFR 1910.1200. In 2012, OSHA modified the HAZCOM program to conform to the United Nations Globally Harmonized System of classification and labeling of chemicals or (GHS). By December 1, 2013, the standard requires all employers with covered employees to provide compliance training on new label elements and safety data sheet format. Hazardous products shall not be used, except with prior approval of the Contract Manager, and must be disposed of properly by the Contractor in accordance with the U.S. Environmental Protection Agency (U.S. EPA) 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds and mixtures used in the execution of the Contract.

9. Environmental Health, Safety, Hazardous Substances and Hazardous Materials: Minimum Requirements

The following define the minimum requirements the Contractor is to follow for Environmental Health, Safety, Hazardous Substances, Recycling, Hazardous Materials, Hazardous Waste Characterization and Disposal, Waste Minimization, Personnel Training, Required Notifications, and Permits and Records Retention.

10. Hazardous Substances and Materials

The Contractor shall submit to the Contract Manager, MSDS's for approval of products to be used prior to performing Custodial Services. The Contractor shall not use any product that has a *ph level* of less than 3 or a *ph level* greater than 11. The Contractor is not permitted to use any product that the MSDS rates as "Flammable or Toxic" without approval from the Contract Manager.

11. Proper Disposal of Spent or Used Products

Certain chemicals, compounds and mixtures require proper disposal after they have been spent or used by the EPA and Florida Department of Environmental Protection (Florida DEP). The Contractor is required to establish discrete waste streams for any chemicals that require proper disposal according to 40 CFR 260-265. The Contractor must also arrange to have a licensed, "Part B Permit" Hazardous Waste & Universal Waste contractor to properly characterize, manifest, dispose and transport waste or recyclable materials. The waste hauler must be licensed by the U.S. Department of Transportation as a Hazardous Waste/Universal Waste Hauler under the Series 49 CFR (Code of Federal Regulations).

12. Personal Protective Equipment

All personnel are required to wear personal protective equipment in the performance of their duties that includes protective eyewear or face shields, respiratory protection as necessary and applicable leak proof gloves.

13. Supervisor and Personnel Training

The Contractor is required to and shall train all of the Contractor's personnel prior to a job assignment at the facility according to 29 CFR 1920.120. In 2012 OSHA modified the HAZCOM program to conform to the United Nations Globally Harmonized System of classification and labeling of chemicals or (GHS). By December 1, 2013 the standard requires all employers with covered employees to provide compliance training on new label elements and safety data sheet format. The Contractor shall provide verifiable documentation that supervisors have completed a minimum of eight hours of Hazardous Materials Emergency Response "Operations Level" training, and non-supervisory employees have completed a minimum of four hours of Hazardous Materials "Awareness Level" training from an approved training provider, and any additional Agency-specific training that may be required by the Customer.

14. Records Retention by the Contractor

The Contractor shall keep, maintain, and make available to the Customer upon request all training records and certifications, MSDS's, first report of injury and illness requiring first aid or additional medical professional treatment. Additionally, all injuries shall be recorded on the "OSHA 300 Log" and 300-A according to 29 CFR.

15. Special Permits, License and Product Notifications

Certain cities, counties and municipalities require hazardous materials licenses prior to the use of certain products. The Contractor is responsible to obtain and make available to the Customer upon request all necessary licenses and permits regarding any hazardous materials prior to execution of this Contract.

16. Waste Minimization Programs

The EPA and Florida DEP require the minimization of waste by the use of water-soluble materials. The Contractor is expected to utilize to the extent feasible the use of water-soluble and user-friendly products that are available.

17. Fines, Citations, Damages

The Contractor agrees to be solely and financially responsible for any fines or damages levied by local, state or federal regulators against the Customer for incidents resulting from non-compliance relating to regulatory violations or negligence on the part of the Contractor. This includes, but is not limited to, spills, leaks, injuries to the environment, and injuries to humans or property damages. The Contractor shall be solely responsible for any cost, expenses, attorneys' fees or travel incurred by the Customer relating to such violations or negligence.

18. Pre-Service Conference

The Contractor shall meet with the Contract Manager and other staff at least ten days prior to the Contract start date to discuss and develop mutual understandings relative to interpretation or questions concerning specifications, administering, and scheduling work, material submittals, safety practices, and contract administration. The Contractor shall submit to the Customer each of the following items at the "Pre-Service Conference:"

- Telephone numbers of key personnel, as defined herein.
- List of cleaning supplies and MSDS (*must be identified by brand name and manufacturer*).
- Background checks for personnel and request for approval of these employees.
- Work schedules for Contractor staff assigned to a facility.

19. Work Hours

<Insert customer specific requirements>

20. Cleaning Plan

The Contractor shall prepare and certify a detailed "Cleaning Plan" and provide the plan at the time of the Pre-Service Conference that includes a schedule for all work to be performed within the time frame listed in Work Hours section, day or night, including all periodic work as required (i.e., monthly, semi-annual, annual cleaning). The Contractor shall reimburse the Department for services performed if deficiencies are not corrected within thirty days. The "Cleaning Plan" shall also include cleaning of common areas and high-touch points in accordance with the Centers for Disease Control and Prevention (CDC) guidelines with regard to COVID-19.

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21. Station Regulations

The Contractor agrees that all Contractor personnel, including the Contractor's subcontractors, shall remain within the limits of the work site and shall not enter any restricted areas during ingress, egress, or any other time. All of the Contractor's personnel, including the Contractor's subcontractors, shall adhere to the Customer's code of conduct that includes, but is not limited to, policies and procedures regarding violence in the workplace, sexual harassment and discrimination.

22. Supplies

<Insert customer specific requirements>

23. Supervision

An experienced on-site supervisor must be on-site during all hours work is performed. The Contractor's on-site supervisor must be available by appointment between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, to inspect the facility with the Contract Manager, Facility Manager or designee and to handle special problems when required.

24. Custodial Services

The Contractor shall provide the minimum services contained within this section for daytime or nighttime Custodial Services, whichever is specified by the Customer. <Include daily, as needed, etc. Custodial Services needed by the Customer>.

25. Loss or Damage

Any damage caused to the facility by the Contractor's employees will be the responsibility of the Contractor to repair in a timely fashion or the Customer will perform repairs and deduct the cost from the monthly payment. Under no circumstances will the Contractor perform or have performed repairs without the express prior approval of the Customer.

The Customer shall not bear the risk of any loss. The Contractor shall be responsible for any loss or theft of any items and equipment, public or private, that are left in the workplace.

26. Security

The Contractor shall uphold strict security at all times and shall keep all doors locked. Any penalty levied against the Customer for false alarms caused by the Contractor's employees shall be deducted from the monthly payment to the Contractor.

A. Employee Identification and Building Access: The Contract Manager, Facility Manager or designee shall direct and control access to the facility. The Contractor's employees shall be responsible for securing all doors as work is completed. The Contractor shall supply all employees with identification and uniforms (i.e. shirt, smock, etc.) that must be worn at all times while on the premises. Only authorized Contractor employees and subcontractors are allowed on premises. Each individual employee will be required to sign in and out of the facility in the designated logbook. Under no circumstances will anyone enter times for another employee.

B. Keys: The Contractor will be required to sign for necessary keys. The Contractor's on-site supervisor shall collect keys daily after work is completed and shall secure them in a locked cabinet. A key to the cabinet shall be given to the Contract Manager, Facility Manager or designee. The Contractor shall not duplicate any key, nor remove any key from the facility. The Contractor shall report any lost keys to the Contract Manager immediately upon discovering such, and shall be liable for the costs of re-keying.

- C. Uniforms: All custodial personnel of the Contractor and its subcontractors shall at all times present a neat and professional appearance and wear neat and clean uniforms. Refer to Paragraph A, Employee Identification and Building Access, above.
- D. Identification: The Contractor shall submit a list of employees with the required background checks as stated in the Pre-Service Conference section and a photocopy of a valid picture I.D. to the Contract Manager prior to commencement of services hereunder. All employees, including the on-site supervisor, must sign in and out at the facilities security desk upon entering and exiting the facility. I.D. badges shall show company name, employee name and a photo of the employee. I.D. badges must be worn at all times while performing services under this Contract.

27. Existing Materials

Asbestos Containing Materials (ACM) may exist at the site. These materials (whether confirmed, assumed or suspected of containing asbestos) shall not be disturbed or damaged. Questions regarding known or assumed ACM or the status of suspected ACM shall be directed to the Contract Manager.

28. Reporting Requirements and Financial Consequences

The Contractor shall report as follows.

- A. Shift Cleaning Report: At the completion of each cleaning shift day or night, the Contractor's on-site supervisor shall complete and leave a Shift Cleaning Report, for the Contract Manager. The Contract Manager will inspect completed work and will notify the Contractor of any work that needs to be corrected within two business days.
- B. Monthly Report: The Contractor shall submit a properly completed and signed Monthly Summary Report and Quality Evaluation Form, with the Contractor's monthly invoice. Adjustments to the Contractor's invoice will be made as a result of the Quality Evaluation ratings as follows: Poor "Below Standards" ratings will result in a 3% reduction per performance deficiency. The Customer will return the monthly invoice to the Contractor if the Monthly Summary Report and Quality Evaluation Form, are not included as specified.
- C. Other Customer Specific Requirements: Adjustments to the Contractor's invoice in the form of performance penalties will be made as a result of the quality evaluation ratings.

CONTRACT STAFFING FORM

Contract Staffing Form: Describe and document your company's initial recommended contract staffing for all Custodial Services requested by the Customer.

Facility: _____

In the table below, list assigned staffing for the facility. Indicate the number of persons in each position, rate (use hourly rate), the time of day they begin and end their respective work shifts, and the total hours per day. The Contractor understands that it may be necessary from time to time to adjust or increase staffing to maintain an acceptable cleaning standard. The Contractor may be penalized if adjustments are not consistently provided and services decline.

If any portion of the Custodial Services will be subcontracted, complete the Subcontractor form and submit to the Department and Customer for prior approval.

Indicate your MINIMUM scheduled custodial services labor hours, per day.

Position	Number of Persons	Rate	Begin Time	End Time	Hours/Day
Daytime Porter		\$			
Night Porter		\$			
Supervisors		\$			
Other (add additional rows as needed)		\$			
TOTAL HOURS PER DAY =					