

Attachment B Scope of Work

1. Purpose

To provide Custodial Services pursuant to State Term Contract to 76111500-21-STC for use by Customers.

2. Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code, Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

Commodity Code – The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Contractor – A Vendor that enters a Contract with the Department.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Control Book – A book or log that is maintained on-site at each facility. The Control Book shall be accessible to Customer's and Contractor personnel and used to identify specific cleaning issues and report any maintenance deficiencies. The Control Book shall also contain the Contractor Sign-In and Sign-Out Sheets, all Safety Data Sheets (SDS's) for the respective facility or Customer site, cleaning and staffing plans, as well as all other documents such as special permits and training certifications deemed appropriate by the Customer.

Custodial Services – Cleaning services based on square footage, types of service, flooring type, unit of measure and hourly rate. Cleaning services include, but are not limited to, cleaning blinds and windows, restrooms, pressure washing, carpet cleaning, hard surfaces cleaning, and fixture cleaning.

Customer – An ordering entity including state agencies and eligible users.

Customer Specific Scope of Work – Non-mandatory document for Customers which is used to assist Customers in further defining their needs and requirements for Custodial Services. Please reference the Customer Specific Scope of Work attachment as an example. This Attachment is an example and does not modify the Department's Scope of Work. Any inconsistencies between this Attachment and the SOW shall not be construed as modifying this SOW.

Daytime Porter – The Contractor's employee who is responsible for Custodial Services in a facility or building during the daytime, during the hours of 8:00 a.m. to 5:00 p.m. or as specified by the Customer.

EPA – The United States Environmental Protection Agency.

Facility Manager – The Customer’s representative designated for each facility or building who will serve in a contract management capacity as delegated by the Customer’s Contract Manager. May be used interchangeably with Building Manager.

Fixture – A piece of equipment or furniture which is fixed in position in a building, including lighting fixtures, posts, etc.

Nighttime Porter – The Contractor’s employee who is responsible for Custodial Services in a facility or building during the nighttime, during the hours of 5:00 p.m. to 9:00 p.m. or as specified by the Customer.

OSHA – The Occupational Safety and Health Administration.

Producer Price Index (PPI) – The PPI is a measure, calculated by the U.S. Department of Labor, Bureau of Labor Statistics, of the average change over time in the selling prices received by domestic producers for their output.

Restroom Fixture – Toilets, urinals, and sinks located in a restroom.

Safety Data Sheet (SDS) – An informational document prepared by the chemical manufacturer, distributor, or importer for hazardous chemicals to communicate information on these hazards for downstream users. The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The information contained in the SDS must be in English.

Supervisor – Contractor employee whose duties may include, but are not limited to supervise and manage other Custodial Services personnel; oversee the daily performance of on-site Custodial Services required by the Customer; ensure customer satisfaction via well-trained staff, use of proper work instructions, adhere to Scope of Work and Customer Specific Scope of Work, and respond to Customers’ inquiries.

State – The State of Florida.

3. Customer Specific Scope of Work

Customers may create a Customer Specific Scope of Work to tailor requirements or specify additional requirements for Custodial Services. The Customer Specific SOW is not mandatory. The Customer Specific SOW will be determined and agreed upon by the Customer and the selected Contractor and set forth in the Customer Contract or Purchase Order. When creating a Customer Specific SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall be for similar or equivalent services contemplated in this Contract SOW and shall not conflict with the terms and conditions established by this Contract (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 SOW are only applicable to the Customer’s Contract or Purchase Order.

4. Per Building Pricing

A per building price model may be used by the Customer instead of a square footage or hourly rate model to accomplish Custodial Services. Customers who choose to use a per building pricing model shall adhere to the requirements listed in the Customer's Request for Quote(s) which is mandatory when using this pricing model. Customers shall negotiate all pricing, fees, and related expenses associated with the completion of Custodial Services with the selected Contractor. Per building pricing should be fully detailed in the Customer's Specific SOW and Customers shall include at a minimum, the following information in the Customer RFQ:

1. Statement of purpose
2. Customer Specific Scope of Work (required for per building pricing)
3. Term of the Customer Contract
4. Job duties, tasks, and deliverables
5. Customer specific financial consequences for non-performance
6. Customer specific terms and conditions

5. Contractor's Duties

The following Custodial Services duties will be provided by the Contractor, in accordance with the terms of this Contract and will also be provided to Customers pursuant to the Customer's Specific SOW as set forth in the Customer's Contract (if applicable) or purchase order. Customers may supplement these duties in providing Custodial Services to the Customer, so long as they are similar or equivalent services that do not exceed or conflict with the services contemplated in the Department's Contract Scope of Work. Custodial Services shall be provided with a frequency sufficient to maintain cleanliness, and shall be performed with a frequency specified in the Customer Specific of Work or Purchase Order by the Customer.

5.1 General Custodial Services

- For COVID-19 and any other events that require additional cleaning protocols, the Contractor shall provide cleaning in common areas and high traffic areas in accordance with the Centers for Disease Control and Prevention (CDC) and Florida Department of Health's guidelines. Cleaning of common areas and high-touch points shall be in accordance with the Centers for Disease Control and Prevention (CDC) and Florida Department of Health's guidelines with regard to communicable diseases, including but not limited to, COVID-19, or any other events that may require additional cleaning protocols.
- The Contractor shall remove all recyclable and non-recyclable waste and place in appropriate dumpsters.
- The Contractor shall spot clean all trash cans and replace all trash can liners. The Contractor shall not reuse trash can liners.
- The Contractor shall empty and clean all ash urns and cigarette receptacles.
- The Contractor shall dust and spot clean exposed horizontal surfaces, paying special attention to rings or spills. The Contractor shall not disturb any papers or personal items on any work surfaces.
- The Contractor shall clean wooden surfaces and maintained with a Department or Customer approved polish. The Contractor must make every effort to ensure no rings, spills, or noticeable dust is visible.
- The Contractor shall wet clean Formica surfaces.
- The Contractor shall clean telephones using a germicidal cleaner disinfectant.
- The Contractor shall clean and polish tables, benches, and chairs, and complete wet cleaning as needed.

- The Contractor shall clean, disinfect, and polish drinking fountains. The Contractor should not allow mineral deposits on bubbler or metal. Metal polish should not be used.
- The Contractor shall clean all entrance glass doors and doorframes in all entryways and lobbies.
- The Contractor shall sweep all freight loading areas, inside and outside.
- The Contractor shall dust all wall hangings and decorative light fixtures.
- The Contractor shall remove cobwebs.
- The Contractor shall clean stairwells and remove debris.
- The Contractor shall clean and polish all elevators and elevator doors, leaving no debris in grates, tracks, or corners.
- The Contractor shall vacuum all mats and elevator carpets.
- The Contractor shall sweep all stairs and landings and remove all spills.
- The Contractor shall vacuum traffic areas and address any visible debris on carpets.
- The Contractor shall spot clean carpets as needed, utilizing extraction methods.
- The Contractor shall spot clean light switches, doors, walls, and tops of all furniture and workstations.
- The Contractor shall brush pile or vacuum any plush carpeted areas so no footprints are visible.
- The Contractor shall ensure that carpets, edges, and baseboards are free of dust and spots.
- The Contractor shall ensure that hard floors are maintained and that there is no build-up in corners, no discolored edges from improper finish application or cleaning, and no dull or dirty surfaces. The Contractor shall provide a high gloss, uniform appearance. In addition, the Contractor shall buff, scrub, and re-coat hard floors as needed.
- The Contractor shall disinfect high touch areas included but not limited to, flat surfaces, doorknobs, elevators, break rooms, kitchen areas, communal areas, etc.
- The Contractor shall ensure that its employees are trained on proper use of cleaning equipment, chemical handling and disposal, and personal safety.

5.2 Restrooms and Restroom Fixtures

- The Contractor shall clean and disinfect restrooms and resupply all restroom supplies.
- The Contractor shall maintain the appearance and cleanliness of the restroom at the highest level.
- The Contractor shall ensure that there are no streaks, discoloration, or visible dust or debris on restroom floors, walls, ceilings, vents, toilet partitions, and Restroom Fixtures.
- The Contractor shall ensure that all metal, porcelain, and tiled surfaces within the Restroom maintain a polished and clean appearance.
- The Contractor shall clean all painted surfaces, leaving no streaks.
- The Contractor shall use a name brand or commercial type germicidal cleaner and surface air dried to provide maximum effectiveness before buffing or polishing is performed.

- The Contractor shall ensure there are no mineral deposits on any exposed surfaces, including under the rims of Restroom Fixtures.
- The Contractor shall clean and disinfect all baby changing stations.
- The Contractor shall apply a name brand or commercial type germicidal cleaner to kill organisms that may be harmful.
- The Contractor shall clean and maintain all glass and metal surfaces of restrooms, including doors.
- The Contractor shall wet mop floors after business hours of the facility or building using a general-purpose type cleaner.
- The Contractor shall dust mop and damp mop floors.
- The Contractor shall polish floor using buffing products to restore shine.
- The Contractor shall machine scrub restroom floors.
- The Contractor shall clean restroom walls and doors.

5.3 Floor and Carpet Cleaning

- The Contractor shall vacuum all carpeted areas, including stairwells.
- The Contractor shall mop all hard surface flooring.
- The Contractor shall damp mop or machine scrub tile areas in loading and canopy areas.
- The Contractor shall dust and wipe clean handrails in stairwells and landings.
- The Contractor shall detail clean all horizontal or vertical surfaces so that no visible dirt, dust, cobwebs, or streaks are visible, including all furniture, edges, corners, baseboards, walls, air vents, and door frames (high and low dusting, etc.) from floor to ceiling. Include all custodial closets, stairwells, entrance areas, and planters, and any other item or area within the scope of this Contract.
- The Contractor shall clean and polish entrance walls.
- The Contractor shall vacuum air supply and return vents and apply a germicidal cleaner.
- The Contractor shall clean all restroom floors and grout to a neat and uniform appearance.
- The Contractor shall strip and finish all hard floors.
- The Contractor shall buff, scrub, strip, or refinish all hard surface flooring to maintain a uniform, high gloss, slip resistant, and clean surface.
- The Contractor shall perform subsequent stripping and refinishing after initial stripping and refinishing or on an as needed basis.
- The Contractor shall perform more frequent stripping, refinishing, and buffing to maintain required appearance in high traffic areas.
- The Contractor shall spot clean carpets utilizing extraction method.
- The Contractor shall ensure that carpet is free of any dirt, dust, lint, stain, or foreign matter.
- The Contractor shall use cleaning procedures and chemicals in accordance with manufacturer's recommendations and warranty conditions.
- The Contractor shall spot clean any spotted or stained areas as frequently as needed to maintain cleanliness, and as requested.
- The Contractor shall ensure that spot cleaned carpet areas blend with adjacent carpet areas which were not spot cleaned.
- The Contractor shall ensure that no dirt or debris is left on carpets, in corners, near baseboards, behind doors, or under any furniture.

- The Contractor shall clean carpets using an extractor when necessary or if specified by the Customer.
- The Contractor shall use special spotting kits as needed to remove difficult stains.
- The Contractor shall ensure that edges and baseboards do not have fibers, debris, or spills visible after cleaning.
- The Contractor shall clean carpet where visible and accessible, which will require moving light furniture such as chairs, end tables, stands, etc. Moving heavy furniture, such as filing cabinets, is not required.
- The Contractor shall apply a Teflon-based protector to all carpeting after cleaning.
- The Contractor shall provide all empty containers of carpet protector to the Customer's Contract or Facility Manager.
- The Contractor shall operate air handlers overnight for extractions to reduce drying time if drying is not anticipated to be complete before the start of the next Business Day.
- The Contractor shall use commercial carpet dryers.
- The Contractor shall wipe baseboards free of dust.

5.4 Blinds and Windows

- The Contractor shall clean all blinds.
- The Contractor shall ensure that blinds continue to operate properly and contain no visible streaks, smears, or dust after cleaning.
- The Contractor shall clean venetian blinds with an ultrasonic blind cleaner, or other Customer approved enhanced cleaning method. The Contractor may clean vertical blinds in place using chemicals designed for vinyl cleaning.
- The Contractor shall clean all interior window surfaces and shall ensure that the surfaces contain no visible streaks, smears, or dust after cleaning.
- The Contractor shall clean all first-floor exterior windows as needed.
- The Contractor shall ensure window blinds, sills, trim and other surroundings of window glass are free of drippings and other watermarks after washing.

5.5 Custodial Closets

- The Contractor shall maintain custodial closets and keep equipment clean and odor free.
- The Contractor shall always keep mop sink drains unclogged.
- The Contractor shall recycle office paper and waste as specific by the Customer.

5.6 Pressure Cleaning

- The Contractor shall pressure clean all paved areas (bricks, planters, sidewalks, curbs, and concrete), other than asphalt parking lots and drives.
- The Contractor shall use pressure washers having a minimum working pressure rating of 3,500 PSI.
- The Contractor shall thoroughly pressure clean all surfaces and remove all dirt, mold, mildew, chalking, oil residues, scale, stains, and other contaminants.
- The Contractor shall pressure cleaning action shall be constant and uniform to provide a restored or like new appearance.

- The Contractor shall ensure that no swirl marks, streaks or stains show in the finish.
- Any stubborn stains, mold, or mildew remaining after pressure cleaning shall be re-cleaned by the Contractor by applying a Customer-approved mildew/stain remover. Before applying any type of chemical-based removers for use on stain or mildew, the Contractor shall provide manufacturers' material safety data sheets to the Customer for approval.
- The Contractor shall perform pressure cleaning without interrupting normal operations of the facilities.

5.7 Light Fixture Cleaning

- The Contractor shall use an ultrasonic lens cleaner if possible.
- The Contractor shall use a properly diluted non-solvent neutral cleaner on all surfaces.
- The Contractor shall remove lamps and wipe them clean.
- The Contractor shall clean the troffer and ballast cover, along with both sides of the lens and lens holder.
- To avoid shock, the Contractor shall not clean the troffer within two inches of lamp sockets.
- The Contractor shall allow lenses and troffers to air dry to eliminate a static electricity build-up on surfaces.
- The Contractor shall not replace lenses until dry.

6. Porters

Customers may require Daytime or Nighttime Porters for Custodial Services. Porters will be paid by an hourly rate as specified on the Price Sheet posted on the DMS website. The following duties may be performed by Porters, and may be further defined in the Customer Specific Scope of Work.

- Porters shall maintain entrances and lobbies, (including parking garage) windows, doors, and perform dusting.
- Porters shall clean water fountains.
- Porters shall clean and maintain restrooms.
- Porters shall empty and restock trash.
- Porters shall dust all interior signage including lobby and common areas.
- Porters shall maintain kitchenettes by emptying trash, dusting windowsills, wiping down exterior and interior of cabinets, and wiping down counter and sink areas.
- Porters shall maintain custodial storage areas, keeping active inventory of supplies and all custodial closets clean and neat.
- Porters shall check all facility entrances and parking garages for paper and trash, empty all trash, and empty all smoking containers outside of facilities.
- Porters shall report any maintenance items needing repair or custodial issues in the Control Book.
- Porters shall remove all recycling waste.
- Daytime Porters shall provide ongoing service for entrances, common areas, restrooms, emergency spill removal from carpets and hard flooring, rainy day safety precautions (put out mats, signs, wet umbrella bags, and keep floors mopped dry).
- The Customer's Contract Manager will have authority to direct the Daytime Porters to perform cleaning duties between business hours.

- Porters shall perform vacuuming office areas and spot cleaning as necessary.
- Within healthcare and related facilities or buildings, Porter's shall respond to all requests for clean-ups, including full custodial cleaning of affected areas.

7. Staffing Levels

The Contractor shall ensure adequate Custodial Service staffing levels, as specified by the Customer, to ensure the highest level of cleanliness throughout the term of the Contract. All staffing must be approved by the Customer prior to work being performed.

8. Subcontractors

The Contractor shall use only those subcontractors as approved by the Department and Customer. Should the Contractor use a subcontractor without obtaining prior approval from the Department or Customer's Contract Manager, the Contractor may be deemed in material breach of this agreement.

9. Supervision

The Contractor shall have an experienced supervisor available during all hours work is performed. The Contractor's supervisor must be available to the Customer by appointment between the hours of 8:00 a.m. and 5:00 p.m. at the Customer's location, Monday through Friday, to handle special problems and inspect the Customer's facility or building with the Customer's Contract Manager, Customer's Facility Manager, or designee, when required. Upon Customer request, the Contractor will provide the Customer's Contract Manager with the name and telephone number of the Contractor's supervisor, prior to Contract execution

10. Safety Requirements

The Contractor shall comply with all applicable requirements of Occupational Safety and Health Administration OSHA's "General Industry Standards." These requirements shall include all primary and refresher training mandated under the OSHA guidelines. Additionally, all injuries shall be recorded on the "OSHA 300 Log" and 300-A according to 29 CFR.

10.1 Environmental Health, Hazardous Substances, and Hazardous Materials: Minimum Requirements

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

10.1.1 Safety Data Sheet (SDS)

If required by the Customer, the Contractor shall provide to the Customer an SDS and description literature for each chemical, compound, or mixture used in the performance of the Contract before the commencement of any work hereunder. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used, except with prior approval of the Customer's Contract Manager, and must be disposed of properly by the Contractor in accordance with the EPA 40 CFR 260-265. The Contractor shall maintain, and have readily accessible on-site, a complete SDS book of all chemicals, compounds, and mixtures used in the execution of the Contract.

10.1.2 Hazardous Substances and Materials

If required by the Customer, the Contractor shall submit SDS's for all products intended for use to the Customer's Contract Manager for approval prior to any use

in the facility or building. The Contractor is not to use any product not approved by the Customer's Contract Manager anywhere in the facility or building. The Contractor shall not use any product that has a *ph level* of less than three or a *ph level* greater than eleven. The Contractor is not permitted to use any product that the SDS rates as "Flammable or Toxic" without approval from the Customer's Contract Manager.

10.2 Proper Disposal of Spent or Used Products

Certain chemicals, compounds, and mixtures are subject to proper disposal methods and procedures after they have been spent or used in order to comply with the EPA and Florida Department of Environmental Protection (Florida DEP) requirements. The Contractor is required to establish discrete waste streams for any chemicals that require proper disposal according to 40 CFR 260-265 (Code of Federal Regulations). 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. Any waste hauler used by Contractor must be licensed by the U.S. Department of Transportation as a Hazardous Waste/Universal Waste Hauler under the Title 49 CFR. The Contractor shall be solely responsible for proper disposal of spent or used products.

10.3 Personal Protective Equipment

All of the Contractor's personnel are required to wear personal protective equipment in the performance of their duties. This requirement includes, when appropriate, protective eyewear or face shields, respiratory protection, and applicable leak proof gloves.

10.4 Supervisor and Personnel Training

If required by the Customer, the Contractor shall train all personnel prior to assigning them to a job assignment at the facility or building according to 29 CFR 1910.1200. 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 (4) 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.

10.5 Records Retention by the Contractor

The Contractor shall keep and maintain all training records and certifications, SDS's, first report of injury and illness requiring first aid or additional medical professional treatment. The Contractor shall keep and maintain all such records for at least five years beyond Contract termination, and make all records available to the Department or Customer upon request.

10.6 Special Permits, License and Product Notifications

Customers may require hazardous materials licenses prior to the use of certain products. The Contractor is responsible for obtaining, and making available to the Department or Customer, upon request, all necessary licenses and permits regarding any hazardous materials prior to commencement of Services in each facility or building.

10.7 Waste Minimization Programs

The EPA and Florida DEP require the minimization of waste by the use of water-soluble materials. The Contractor shall utilize water-soluble products when available.

10.8 Fines, Citations, and Damages

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

11. Service Requirements

11.1 Pre-Service Conference

If required by the Customer, the Contractor shall meet with the Customer's Contract Manager and other staff prior to the Contract start date to discuss specifications, administering and scheduling work, material submittals, safety practices, and contract administration.

11.2 Work Hours

The Customer reserves the right to adjust work hours to serve the specific needs of the Customer's facility or building. The Customer may list required work hours in the Customer Specific Scope of Work. The Contractor shall commence nighttime Custodial Services as directed by the Customer's Contract Manager, Customer's Facility Manager, or designee. For nighttime Custodial Services and for the purposes of energy conservation, lights are to be used in the immediate area where work is being performed and turned off as areas are completed. The Contractor shall complete nighttime Custodial Services and vacate the Customer's facility or building at a time agreed upon by the Customer's Contract Manager. After work is completed, the Contractor shall ensure that all lights are turned off unless specifically requested by the Customer (Emergency, flood lights, etc.). The Contractor shall be proactive in conserving energy by ensuring lights are turned off in offices, common areas, etc.

11.3 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. 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.

11.4 Quality Control

If required by the Customer, the Contractor's on-site supervisor shall perform a detailed inspection covering a minimum percentage specified by the Customer of the maintained space during each cleaning shift and shall report each inspection to the Customer.

11.5 Inspection and Acceptance

Any service rendered under this Contract, including quality of work, is subject to inspection for acceptance by the Customer's Contract Manager, Customer's Facility Manager, or designee during the Contractor's operations as well as upon completion of work.

11.6 Reoccurring Meetings

If required by the Customer, the Contractor's on-site supervisor shall meet with the Customer's Contract Manager, Customer's Facility Manager, or designee (as directed by the Customer's Contract Manager) at a frequency specified by the Customer, to inspect the Customer's facility or building and to resolve cleaning issues.

11.7 Silence of Specifications

The apparent silence of these specifications on any details or omissions from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of high quality are to be used. All interpretations of this Contract shall be made upon the basis of this statement. In the event that the Parties cannot agree, see the 'Dispute Resolution, Governing Law, and Venue' section of the Special Contract Conditions attachment.

11.8 Supplies

The Contractor shall supply all supplies related to the completion of this Contract. Commonly used supplies include but are not limited to paper products, cleaning supplies, cleaning equipment, liners, hand soap, etc. The Contractor shall furnish paper towels in all food service areas, including break areas, containing vending machines, kitchenettes, and coffee stations.

All supplies shall be approved by the Customer's Contract Manager prior to use and stored in a clean, neat, and safe manner within designated areas in each Customer's facility or building. No flammable products, including gasoline, shall be stored in the Customer's facility or building.

The Contractor shall submit to the Customer a list of all cleaning chemicals, with SDS, prior to work being performed. Label data must be transferred to smaller containers and spray bottles to ensure personnel safety and proper use, per 29 CFR 1910.1200.

If required by the Customer, the Contractor shall furnish and install all hand soap and hand towel dispensers, if deemed necessary by the Customer. The Customer shall approve all new hand soap and hand towel dispensers prior to installation by the Contractor. The Customer shall also approve in advance the exact location of all new hand soap and hand towel dispensers, including the height from finished floors, proximity to other fixtures, and other accessibility concerns. The Contractor shall use paper products that are approved by the Department or Customer prior to the commencement of Services, and as needed thereafter.

The Contractor shall only use nationally recognized brands of cleaning products in strict accordance with the manufacturers' instructions. Environmentally sensitive or green cleaning products are preferred when deemed practicable and effective by the Customer. Germicidal disinfectants shall be name brand or commercial, EPA-registered, hospital-strength, quaternary ammonium-type disinfectants. Use non-toxic, neutral, all-purpose cleaners. Do not use sodium hydrochloride (bleach), abrasive cleaners, or acid-based cleaners unless approved in advance by the Customer. All other cleaners shall be industry-standard products with low flammability and low toxicity. Other products or supplies may be specified or required by the Customer.

The Contractor shall use floor and carpet maintenance products that are approved by the Department or Customer prior to the commencement of Services, and as needed thereafter. Carpet care equipment shall meet or exceed the following specifications:

- Upright Vacuum: Windsor Model VSP14/VSP18
- Backpack Vacuum: Windsor Model VP 6/10
- Extractor: Steam-Demon XL15 or XL20
- Space Vacuum: Windsor Model WAV-Wave
- Air Mover/Carpet Dryer: Windsor, Model AM Air Mover

All cleaning products, supplies, and equipment shall meet or exceed the requirements contained within this section. The Customer may approve the use of additional products as needed. The Contractor may be required by the Customer to submit samples of all cleaning products and supplies to the Customer's Contract Manager. If required by the Customer, the Contractor shall maintain a minimum on-site inventory equal to a two-week stock of all cleaning products and supplies at all times.

11.9 Loss or Damage

The Contractor shall be responsible for repairing any damage caused to the facility or building by the Contractor's employees within 30 calendar days of the incident, or the Department 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 Department. The Department 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, from the workplace.

11.10 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. Employees may be subject to background checks and training.

Employee Identification and Building Access: The Customer's Contract Manager, Customer's Facility Manager, or designee shall direct and control Contractor access to the facility or building. The Contractor's employees shall be responsible for securing all doors as work is completed. The Contractor shall supply all employees with identification in accordance with the requirements herein 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 or building in a designated logbook. Under no circumstances will anyone enter entry or exit times for another employee.

Keys: The Contractor will be required to sign for necessary keys. 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 Customer's Contract Manager, Customer's Facility Manager, or designee. The Contractor shall not duplicate any key, nor remove any key from the facility or building. The Contractor shall report any lost keys to the Customer's Contract Manager immediately upon discovering such and shall be liable for the costs of re-keying.

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 Section, Employee Identification and Building Access, above.

Identification: The Contractor shall submit a list of employees with the required background checks and a photocopy of a valid picture I.D. to the Customer's Contract Manager prior to commencement of services. All employees, including the on-site supervisor, must sign in and out at the facilities security desk upon entering and exiting the facility or building. 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.

11.11 Communications

The Contractor's porter(s) and on-site supervisor must carry direct means of communications provided by the Contractor at all times during work shifts.

11.12 Existing Materials

Asbestos Containing Materials (ACM) may exist at the Customer's location. 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 Customer's Contract Manager.

12. Holidays

The Contractor shall provide Customers all services during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's contract or Customer's Specific Scope of Work.

13. Routine Communications

Contractor shall send all routine communications and reports related to the Contract to the Department's contract manager. If any information listed on the Vendor Information and Ordering Instructions attachments changes during the life of the Contract, then the Contractor shall update the attachments and submit to the Department's contract manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

14. Purchasing Card

The State of Florida has implemented a purchasing card program. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the state’s new Purchasing Card platform within 30 days of notification of such change.

15. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar Month	15 calendar days after the end of each month
Quarterly Sales Report	State’s Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 calendar days after close of the period
Proof of Insurance	Annual	Upon policy renewal

16. MFMP Transaction Fee Reports

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department’s electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee and Reporting section and Training for Vendors subsections under Vendors on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

17. Quarterly Sales Report

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department contract manager within 30 calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive contract quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

- Quarter 1 – (July-September) – due 30 calendar days after the close of the period
- Quarter 2 – (October-December) – due 30 calendar days after the close of the period
- Quarter 3 – (January-March) – due 30 calendar days after the close of the period
- Quarter 4 – (April-June) – due 30 calendar days after the close of the period

18. Diversity Report

At the Customer’s request, the Contractor shall report the Customer’s specific spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each Customer ordering under the terms of this Contract.

19. Ad-hoc Report

The Department may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests for reports within the specified amount of time as requested by the Department.

20. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor’s performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

21. Financial Consequences

Financial Consequences may be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services, within thirty calendar days after the required report submission date. Financial consequences may be assessed on a daily basis for each individual failure until the performance or submittal is accomplished and will apply to each target period beginning with the first full month or quarter of the Contract’s performance and each and every month and quarter thereafter. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties. The following Financial Consequences shall apply and additional Financial Consequences may be determined in the Customer Specific Scope of Work:

Deliverable	Performance Metric	Performance Due Date	Financial Consequences for Non-Performance
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	\$250

Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	\$100
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22. Price Adjustments

Prices may not be adjusted during the initial term of the Contract. For the renewal term of the Contract, the prices will be the renewal term prices specified on the Price Sheet(s); however, the renewal term prices may be adjusted no earlier than twelve months after the start date of the renewal term and, thereafter, or no earlier than twelve months after the effective date of the previous price adjustment. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Series ID	Product
PCU56172056172051	Nonresidential cleaning services

The change in PPI for the first price adjustment after the start date of the renewal term shall be determined using the PPI for the month in which the renewal term began and the latest available non-preliminary PPI at the time of the price adjustment request (a preliminary PPI is indicated on the BLS website with a “(P)” notation). The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the contract manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three percent, whichever is less. The percent change in PPI shall be calculated using the following formula:

$$\frac{(B - A)}{A} = Z$$

Where:

A = earliest PPI (PPI at the time the renewal term began or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at the time of price adjustment request)

Z = percent change in PPI

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report.

A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department approves a price adjustment in a written communication to the Contractor, it will incorporate the price adjustment onto the Price Sheet(s) listed on the State Purchasing Contract website. Price adjustments may not be applied

retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

23. Contract Transition

The Contractor will be required to perform, at no additional cost, transition services for Customers and the Department associated with the end of, or termination of, this Contract or a Customer's Purchase Order to a replacement contract. The complete transition of existing services to replacement services is hereby explicitly made a criterion for completing this Contract. As part of transition services, the Contractor shall, where applicable:

- Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to any replacement contract.
- Deliver to the Department or the Customer upon request, whether or not previously made available, the following:
 - a. Current technical documentation, operations guides and procedures the Contractor follows to provide the services; and
 - b. A disclosure of the contract services performed by Third-Party Entities and Contractor's equipment and software utilized in furtherance of Contractor's obligations under the Contract.
- Assist Customers with migration of databases and other repositories of information and all State of Florida Data to the Customer or identified third-party vendor in a format, method, and timeline acceptable to the Customer that is consistent with current industry practices and standards.
- Promptly answer all questions related to the transition and migration of the Contract and Customer's Purchase Orders.
- Provide such other services, functions, or responsibilities inherent or necessary to the transition of services to a replacement contract.