



**Exhibit E1  
Custodial Scope of Work (SOW)**

**For**

**Orange County Schools  
Hillsborough, North Carolina**

# 1 CUSTODIAL SCOPE OF WORK

## 1.1 Introduction

The custodial specifications for Orange County Schools, located in Hillsborough, North Carolina (hereinafter referred to as “OCS”) have been put into a **performance-based framework** which allows for a clear and concise understanding of the various customer requirements and key performance indicators (KPIs).

In addition to the performance criteria described in section 1.2 herein, the Cleaning Specifications and Green Cleaning Policy includes industry best-practices to ensure a healthy and safe environment for the people who visit, study or work in OCS buildings and schools.

## 1.2 Custodial Performance-Based Criteria and Key Performance Indicators

During the term of the agreement, Service Provider shall be required to participate in the Smart Inspect™ custodial quality system, paid for separately by OCS.

Quality assurance activities, such as those associated with participation in a performance-based program, are considered an integral part of the relationship between OCS and the Service Provider.

**The performance of the Service Provider shall be evaluated and managed in the manner described below:**

### Monthly Inspections

The Service Provider will require access to the Smart Inspect™ auditing platform. Service Provider must also purchase or have access to a tablet or smart phone for each of its inspectors.

During the term of this agreement, the Service Provider shall conduct monthly quality audits and data uploads using the Smart Inspect™ custodial quality assurance program. **A CROSS-SECTION OF AT LEAST 50% OF THE SQUARE FOOTAGE OF EACH BUILDING** must be inspected **EACH MONTH**. Inspectors shall randomly select a variety of areas throughout the whole building, but shall always include the main entrance, lobby, cafeteria, main office, elevators, plus any other primary high-visibility areas. OCS reserves the right to request a higher or lower square footage percentage inspection requirement for any of the buildings included in the Agreement. It is recommended that the quality inspection be spread throughout the month, rather than performing the entire inspection on one day.

The Service Provider has primary responsibility to schedule and coordinate the audits, communicating the monthly schedule with OCS. OCS supervisors, principals and staff shall be provided with copies of audit reports.

When available, OCS shall join the Service Provider for the formal monthly quality inspection. OCS may use Smart Inspect™ or similar inspection tool to conduct their own

inspections, separate from the Service Provider's formal monthly inspection. Semi-annually, a third-party audit will be conducted by a joint review team comprised of a third-party auditor and a representative of OCS.

#### Maintaining a Quality Success Percentage of 85% or better

During the term of the agreement, the Service Provider is required to maintain a quality success percentage (QSP) of 85% (relating to the quality system).

A QSP score shall be defined as the score that results from dividing the total acceptable items (i.e. items that meet the appearance criteria as stated in specifications) into the total number of items inspected. For example, if an auditor inspects 1,000 items and 850 of those items are deemed to be acceptable (free of dust, debris, spots, etc.), then the resulting QSP is 85%.

#### Quality Improvement Plan

The Service Provider shall provide a quality improvement plan within one week following each audit, regardless of the QSP attained.

#### Non-Compliance Penalty

Non-compliance is defined as:

- 1) Failure to obtain the defined minimum QSP score (85%)
- 2) Failure to conduct the required monthly audit (at least 50% of the square footage)
- 3) Failure to meet other terms and conditions of the agreement

Two consecutive months of non-compliance shall result in a 3% penalty of the second month's invoice value and shall apply to individual buildings if applicable (rather than the total, combined score). The penalty shall be continued for additional consecutive months of non-compliance.

#### 1) Failure to obtain the defined minimum QSP Score

A 3% penalty shall apply if an individual building fails to obtain a QSP score of 85% for two consecutive months. A failed third-party quality audit also results in a 3% penalty for the failing building. The 3% penalty shall not apply to any extra work order line items on the custodial invoice. Repeated failure to achieve a QSP of 85% may result in termination.

#### 2) Failure to conduct the required monthly audit

The Service Provider has the primary responsibility to schedule and coordinate, with OCS management, a monthly audit using the Smart Inspect™ or similar quality platform (a cross section of at least 50% of the square footage of **each building** shall be inspected each month, or more/less if approved by OCS). Inspectors shall randomly select a variety of

areas throughout the whole building, but shall always include the main entrance, lobby, cafeteria, main office, elevators, plus any other primary high-visibility areas.

Failure to conduct the required monthly quality audit will be deemed as the equivalent of failing to meet the prescribed QSP score. The 3% penalty, as well as other available remedies, will apply.

3) Failure to meet other terms and conditions of the agreement

The Service Provider also agrees to all other terms and conditions as described in the agreement. Failure to meet these terms and conditions may result in termination.

**Emergency Response Consideration**

OCS understands that the Service Provider, at times, is required to reassign staff to respond to an emergency. In these instances, the area(s) or building(s) where staffing is reduced in order to respond to the emergency shall not be inspected for two (2) days in order to give the Service Provider an opportunity to catch up on the cleaning of that area or building.

**Team Approach**

OCS views its relationship with the Service Provider as a team relationship. Therefore, the Service Provider shall be invited to accompany both OCS and/or a third-party auditor during any cleaning quality inspection.

**Summary of Custodial KPIs:**

- #1:** Service Provider must schedule and conduct monthly quality inspection of a cross-section of at least 50% of the square footage (randomly selected) of all buildings using the Smart Inspect™ app or similar program
- #2:** The overall monthly Quality Success Percentage (QSP) score must be at least 85%
- #3:** Meet all other custodial-related requirements as stated in the specification

**Penalties:** Failure to meet any one of the above KPIs for two consecutive months shall result in a penalty of 3% (applies to individual buildings) of the second month's invoice value associated with the failing building(s). The penalty shall be continued for additional consecutive months of non-compliance. A failed third-party quality audit also results in a 3% penalty for the failing building. Repeated failure may result in contract termination. See above language for additional information.

### 1.3 Account Management

OCS is requiring the Servicer Provider to employ AT LEAST one (1) day manager and one (1) night manager. These positions are 100% managerial (non-cleaning). There is no expectation that the non-working day and night managers both be full-time. Service Provider is encouraged to propose a management structure that it believes will provide sufficient employee oversight and maintain best-in-class quality levels.

The managers shall maintain a detailed monthly record of staffing, specifically employee hours worked by day to verify that OCS receives staffing consistent with the requirements listed herein. Managers must demonstrate that adequate staffing is maintained on a month-to-month basis and must ensure coverage for daily absences.

OCS reserves the right to ask for team member changes at any time. Service Provider shall put in place an account management team that will have the responsibility to manage all areas within the scope of the Agreement. This account team shall consist of (but may not be limited to) the following individuals who will be responsible for the assignments designated below:

#### Day Manager

- **This position is required and shall be 100% managerial, not performing any routine cleaning, project work, fill-in, or temporary cleaning services.** This position should be fully dedicated to oversight and onsite review of the day shift custodians at each campus
- Is available 24 hours, 7 days a week (as appropriate)
- Primary work schedule is day shift, but will assist with night shift as needed
- Responds to emergencies within one hour
- Has ultimate responsibility for all activities within the OCS account
- Functions as the primary contact with OCS
- Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the agreement
- Visits OCS buildings as appropriate
- Coordinates OCS's requirements within the Service Provider's organization consistent with OCS needs and quality expectations
- Updates OCS on potential changes in products, services and enhancements to the current program
- Provides OCS information on resources, educational opportunities and industry trends
- Assists OCS on other program requirements as directed
- Account manager will immediately resolve any issues or problems discovered as a result of an inspection
- Interface with key customers on a regular basis regarding special requests and recent cleaning issues or problems
- Review the custodial work order report to ensure that all issues, requests and deficiencies have been resolved

- Prepares a work list to ensure that OCS complaints/issues, special projects, and any other outstanding issues/tasks are addressed/completed satisfactorily
- All other duties as directed by OCS

### **Night Manager**

- **This position is required and shall be 100% managerial, not performing any routine cleaning, project work, fill-in, or temporary cleaning services.** This position should be fully dedicated to oversight and onsite review of the night custodians at each campus
- Should OCS desire, the day and night managers shall make themselves available during non-business hours for a joint floor, area, building. The night manager will maintain a notebook and make notes of all items brought to his or her attention, either through complaints or inspections and take the necessary action to correct them
- Coordinates and acknowledges all activities
- Complete inspection tours to ensure that complaints, special projects, and periodic maintenance were completed satisfactorily
- Review project status and periodic maintenance status schedule for nightly assignments
- Upon completion of employee's assignments, make sure employee signs out at the proper time and turns in security badge and keys. At this time, each employee is to report any special problems encountered in his/her respective areas
- Acts as a key interface with building management team
- Coordinates and tracks all activities ensuring compliance to agreed-upon schedules, requirements and quality expectations
- Coordinates all corrective activity
- Performs quality audits
- Responds to calls promptly
- Perform regular inventory checks to maintain adequate paper product supply levels
- Prepares and submits purchase orders as needed for paper/consumable supplies
- Make sure each employee understands his or her daily assignment, placing special emphasis on periodic maintenance, customer complaints and special project assignments
- All other duties as directed by OCS

## **1.4 Reporting**

The Service Provider must provide various management reports to OCS. The reports specified below represent the minimum reporting requirements. All reports (divided by frequency required) that shall be submitted to OCS are summarized below:

### Daily

- Communicate all events and issues to OCS, including but not limited to: attendance, injuries, damages (i.e.: missing items/furniture, broken furniture, torn carpets, stair treads, etc.), security, building intruders, etc. The employees of the Service Provider

shall be responsible to immediately notify security of any inappropriate or illegal activities that they witness while on site.

### Monthly

- Quality inspection scores and KPIs, including:
  - Overall monthly average score
  - Average score per building / school
  - Corrective action plans and follow-up results
  - Quality trend reports
  - Note: Smart Inspect™ automatically generates monthly quality inspection data and reports

### Quarterly

- A dashboard report showing high-level KPIs and data. For example: quality scores (overall and by group), supply/consumable purchase amounts and/or KPIs, training hours, and open action items
- Service Provider is required to submit quarterly reports proving the compliance with the supply and material purchasing requirements as stated in the Green Cleaning Policy, showing:
  - Current YTD breakout % of sustainable vs. non-sustainable items: indicating compliance with green cleaning protocol (show cost subtotals)
  - Equipment purchases/repairs: indicating compliance with green cleaning protocol where applicable
  - Up-to-date chemical/equipment list: indicating compliance with green cleaning protocol
- Training logs, indicating topics covered and hours per employee
- Project Schedule: cycle task schedule to be updated weekly showing completed tasks. Project schedule reports not received will indicate that work was not completed
- Service Provider shall provide a report summarizing the status of open special projects / cleaning duties and restorative cleaning tasks

## **1.5 Problem Resolution**

Service Provider shall remedy any unsatisfactorily performed or missed service(s) that have occurred. Where performance of a task(s) has been deemed by OCS's management team to have been performed unsatisfactorily, or missed, Service Provider shall perform such task(s) to a satisfactory completion within twenty-four (24) hours of notice, at no additional charge to OCS.

## **1.6 Training**

Service Provider shall ensure that staff has received appropriate training for all services described herein. Training programs are to be approved by OCS. Evidence of training must be provided upon request of OCS. The training shall include, but is not be limited to:

- Customer service training

- Environmental Health and Safety training
- Blood-borne pathogen training
- Asbestos awareness training
- Appropriate chemical “hazard” communication training and SDS
- Workplace safety training
- Pandemic response and “cleaning for health”
- Orientation to the area(s) being serviced
- Green cleaning training

Service Provider shall provide all training at no additional cost to OCS. Service Provider shall provide evidence of initial training, as well as on-going refresher training, at the discretion of OCS.

Service Provider shall maintain and submit a quarterly training log. The training log shall list the employees, training topics addressed, and number of hours spent in training. A minimum of eight hours per year per employee is required.

### **1.7 Green Cleaning**

To demonstrate its commitment to sustainable greening of its buildings, OCS has implemented a Green Cleaning Policy. OCS requires that the Service Provider performs cleaning in accordance with the program as stated in the Green Cleaning Policy.

### **1.8 Paper Products / Consumables / Trash Liners**

OCS owns all paper product dispensers and soap dispensers in the district. Batteries in dispensers will be replaced by OCS. Restroom paper products (paper towels and toilet tissue), trash liners, soap, and hand sanitizer are supplied by OCS and these products are not included in the custodial agreement.

Service Provider will support OCS’ inventory control program and provide OCS with monthly reports on usage and current inventory, if desired.

### **1.9 Chemicals**

The Service Provider shall be responsible for providing all cleaning chemicals and supplies, to be included in the overall fixed price.

Chemicals used for daily cleaning, disinfectants, window cleaner, floor stripper and wax, odor control and any other chemicals for cleaning are included in this contract both for the Service Provider and for OCS custodial usage. For blended schools (both in-house and outsourced), the vendor needs to account for the fact that the in-house day custodian(s) will be using their chemicals from the proportioning system.

Service Provider will comply with all OSHA requirements and maintain the appropriate Safety Data Sheets (SDS) wherever it stores chemicals at each OCS building. The Service



Provider will also provide OCS composite manual on all SDS. The SDS should be kept current. Manuals will be kept at each school-based location and in the Maintenance Office.

Upon request, the Service Provider shall submit a log book of up-to-date Safety Data Sheets (SDS) of all supplies with attached SDS intended for use in the building. All chemicals and supplies brought on-site by Service Provider must be properly labeled and stored according to OSHA regulations.

All cleaning products and supplies shall meet the green cleaning requirements as stated in the Green Cleaning Policy.

Cleaning supplies and chemicals shall be discussed during the annual vendor review meeting, to include topics such as: reporting, cost reduction, supply distribution, usage, standardization and green cleaning. The Service Provider shall work with OCS on an ongoing basis to test new cleaning supplies, methods, processes and consumables products to develop program improvements.

## **1.10 Equipment**

Service Provider shall be responsible for providing and maintaining all equipment and related items for OCS. Equipment is to be well maintained and checked periodically for safety hazards. All equipment is to be stored out-of-sight in the appropriate designated area(s) when Service Provider's employees have completed their task. Service Provider is responsible to ensuring equipment is on site, in good working order, and available for the services to be provided.

At the onset of the agreement, Service Provider will provide OCS with a list of equipment to be in OCS buildings. Service Provider shall begin the agreement with new or like-new equipment. This list must be maintained and updated throughout the life of the agreement and shared with OCS upon request. OCS reserves the right to require specific equipment to be utilized to preserve building finishes. Service Provider will be responsible for any repairs as a result of misuse or negligence. Gas power equipment may not be stored inside any building. The Green Cleaning Policy includes additional equipment-related details and requirements.

The Service Provider shall maintain and submit a quarterly equipment maintenance/purchasing log. The equipment log shall show a current equipment list that details the make/model of equipment, year purchased and condition, along with a record of maintenance activities. Quarterly reports shall indicate compliance with the supply and material purchasing requirements as stated in the Green Cleaning Policy.

In addition, the Service Provider may be responsible for ordering custodial equipment for the in-house custodial program on a scheduled basis (on the same schedule as the Service Provider's internal orders) and shall be reimbursed on a cost-plus basis for these items.

### **1.11 Service Provider Employees**

The names and addresses of all contract employees shall be provided to OCS prior to the start of work and immediately if changes in staffing occur.

The individuals employed by the Service Provider shall be capable employees, trained and qualified in custodial, grounds maintenance, and related work. All employees must receive close and continuing first-line supervision from the Service Provider. Service Provider employees must wear identifiable uniforms and security badge that include the employees name and picture (must be approved by OCS). All day custodians shall wear the same shirt and pants combination uniforms. Service Provider is responsible for ensuring all staff have on uniforms and ID badges. Service Provider employees must wear proper Personal Protective Equipment (PPE) where applicable. Service Provider shall supply all uniforms and PPE. Service Provider staff must utilize sign in and sign out processes on each campus each day through the district (currently the Ident-A-Kid Visitor management kiosk at each site). There is no additional cost for the Service Provider to use this system. Any sign in / out information shall be made available to OCS upon request.

Service Provider employees will be expected to interact with OCS employees, visitors and students in a friendly and courteous manner. Service Provider employees will not engage in inappropriate conduct such as borrowing money from OCS employees, visitors and students, using available telephones for personal calls, arguing over controversial subjects, conducting outside business at OCS locations, using OCS equipment or supplies for personal reasons or to satisfy the requirements of this agreement, or taking OCS materials, equipment or supplies, including those belonging to employees, visitors and students, for any reason. Employees will not accept gifts or gratuities from anyone for any reason. OCS has the right to remove any employees from its locations at its discretion.

At times special circumstances may arise in which OCS would require an employee's responsibilities to change for a short period of time. This could result in the employee performing a function not normally within their job description. Service Provider must ensure that employees are flexible to be able to handle special circumstances as they arise.

Service Provider agrees that absenteeism of its employees shall not be an excuse for work not being performed. In the event an employee of Service Provider is sick or absent (or if there is a vacancy in the position), Service Provider shall supply an adequately trained and uniformed replacement. Supervisors, managers, and existing custodians shall not be used to cover assignments.

### **1.12 Employee Background Checks and Citizenship Verification**

Service Provider shall perform a full background check at no additional cost to OCS (including criminal background investigation). Service Provider shall perform a full background investigation on any Service Provider employee who performs services for OCS within four weeks before beginning an assignment at OCS and shall certify to OCS that no such employee has any criminal background that would render such employee not bondable

as an employee according to customary bond underwriting criteria. OCS reserves the right to review these records.

Service Provider represents and warrants that all Service Provider employees designated to perform services for OCS are either citizens or legally eligible to work in the United States. Service Provider shall utilize e-verify or similar services to verify this requirement is met. Service Provider also represents and warrants that it has and will comply with all applicable immigration laws and regulations.

### **1.13 Security**

Service Provider will take extraordinary steps to ensure the security code is kept in confidence. The Service Provider is responsible for notifying OCS immediately should any code holder leave the employment of the Service Provider.

Service Provider staff are responsible for securing facilities after each shift. Service Provider staff must be out of the buildings prior to the scheduled time as indicated in the Scope of Work. If the Service Provider or staff fails to secure buildings resulting in an alarm call, response, or dispatch after hours due to the fault of the Service Provider or staff, there will be a cost of \$100 per event. This is in addition to contracted responsibility for damage to the facilities caused by the neglect of the Service Provider.

Service Provider will collaborate with OCS to develop and maintain a system that keeps master key(s) necessary for the execution of this contract in highest security. A current schedule of master key holders shall be provided to OCS at all times. Service Provider will notify OCS immediately should master key(s) be lost or misplaced or in the event a master key holder leaves the Service Provider employ (even if the key is returned prior to leaving). Should OCS be required to rekey a building as a direct result of loss of master keys by the Service Provider, Service Provider will be responsible for all associated costs.

When notified by OCS of an act of theft or dishonesty by Service Provider employees, and such act is not reasonably in dispute, Service Provider shall reimburse OCS. Service Provider will remove any Service Provider employees from assignment at OCS that are deemed by OCS to be unsatisfactory for any reason.

### **1.14 Language Requirements**

All Managers and supervisors must be able to speak, read and write fluent English.

### **1.15 Work Rules**

Employees of Service Provider shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, or tamper with other personal or OCS property. Additionally, the Service Provider shall require employees to adhere to the following work rules:

- Minimum lights will be used in the process of cleaning
- Turn off lights upon completion of cleaning operations
- Do not read or remove any materials left on desks, file cabinets, etc.
- Do not remove anything from the building which is personal or OCS property
- Do not smoke in the buildings or on any OCS campus
- Do not use telephones or computers for personal calls, emails or surfing the internet
- Do not open drawers, doors, etc. of office furniture
- Do not consume alcoholic beverages or other drugs on the job or report to work under the influence of alcohol or drugs
- Do not operate or tamper with any office machines or equipment
- Wear proper attire
- Security check doors and windows
- Activate the site security system using a security code provided by OCS Site Manager
- Do not enter any off-limit areas
- All keys for custodial employees, including the supervisor's, will be kept in a secure location. Service Provider is responsible for any costs or liability incurred as a result of their loss or misuse (see section 1.13)
- Service Provider's employees shall leave the premises with all perimeter doors locked upon leaving the building. Service Provider will leave all office doors, conference room doors, kitchen doors, storage doors, etc. in the condition specified by OCS

### 1.16 Day Custodians

The Service Provider shall provide OCS with day custodians as follows:

<b>Building</b>	<b>Full-Time Custodians</b>	<b>HEAD Full-Time Custodians</b>	<b>Total</b>
<b>Elementary School(s)</b>			
Central Elementary	1		<b>1</b>
<b>High School(s)</b>			
Cedar Ridge High School	1	1	<b>2</b>
Orange High School	1	1	<b>2</b>
<b>Middle School(s)</b>			
Orange Middle School	1	1	<b>2</b>

The day custodians shall perform tasks such as policing the restrooms, entrances, cafeterias and immediate exterior areas. These employees shall also be required to perform special services and events at the direction of OCS, including the prompt response and clean-up necessitated by emergencies, as well as many other non-cleaning duties. These services will

be required during the regular business hours or as OCS may wish to assign them. These requirements shall be considered part of the total proposal of cost. **The Service Provider MUST provide day custodian hours EQUAL TO the level of day custodian staffing levels noted in the table above.**

### **1.17 Night Custodians**

The Service Provider shall propose a staffing plan for evening/night cleaning custodians based on the cleaning specification, the performance standards, and the Service Provider's experience.

**Service Provider must include one (1) lead night custodian at each middle school and high school.**

### **1.18 Scheduling of Night Cleaning**

Cleaning of sites will normally be performed Monday through Friday in coordination with the school district's calendar. It is the responsibility of the Service Provider to adjust their cleaning schedule if school buildings are being used after normal hours.

Buildings are available to the Service Provider for night cleaning and maintenance tasks within the hours of 5:00 PM and 12:00 AM (midnight). Any cleaning/maintenance outside of those hours require the express written permission of OCS prior to them being commenced.

### **1.19 School Year Calendar and Summer Cleaning**

School Year General Cleaning Calendar: Service Provider must perform full custodial routine cleaning duties in buildings for 173 student days plus 21 teacher workdays, totaling 194 days. Service Provider will not be onsite on holidays (11 days) or on scheduled teacher annual leave days (10) unless permitted by OCS.

Summer Cleaning Calendar: Service Provider is responsible for ensuring all floors are stripped and waxed in the summer months with a 3-coat minimum standard on floor wax. Service Provider is responsible for deep cleaning in the summer months including windows (all exterior within reach of 6-foot ladder), blinds, and high dusting in all locations. Service Provider shall move and replace all furniture needed to provide the above services. Service Provider is responsible for all equipment and supplies needed to perform summer cleaning.

Service Provider will have an approximately 40 business day window to complete all summer cleaning services. Priority will be given to the year-round program to ensure floors are completed in the three-week intersession in June before staff return to the building the first week of July. **Each building will have approximately two weeks without summer programming or most staff in schools for the vendor to schedule work to be completed.** Service Provider must submit the summer cleaning schedule to OCS prior to April 1st. Service Provider should utilize spring break and other school closures for restorative and

project work. All cleaning activities during school closures must be planned and coordinated with OCS.

Summer programming will be conducted in approximately 50% of school buildings in the district. In addition to floor and summer cleaning, Service Provider will continue to provide school year general cleaning at those designated locations.

### **1.20 Invoicing in General**

The Service Provider shall provide a monthly invoice for each installment due from OCS for the base custodial services.

On a separate invoice, the Service Provider shall include any additional billing above and beyond the base contract (events, special coverage, etc.) with the details attached (event description, service hours, and hourly price). All additional billing requires prior approval from OCS.

### **1.21 Invoicing for In-House Custodial Supplies, Equipment and Consumables Products**

In the interest of product standardization and safety, Service Provider shall order custodial supplies, equipment and consumables on behalf of in-house custodial staff on a scheduled basis (same schedule as the Service Provider's internal orders). Service Provider shall bill OCS directly for these purchases on a separate invoice. Invoice shall be accompanied with a detailed report of costs by product, quantity, unit price, extended price, and any cost markup if applicable.

### **1.22 Monthly Insufficient Custodial Staffing Credit**

Service Provider must maintain the number of custodial labor hours as proposed in the Pricing Workbook in each month of the Agreement. If actual monthly custodial labor hours, for all services included in the base specification, fall below the proposed custodial labor hours as indicated by in the Pricing Workbook for any month of the Agreement, a credit must be provided back to OCS.

The monthly invoice shall include a credit for non-replaced absenteeism and vacancies (number of monthly hours of non-replaced employee absenteeism or vacancies, multiplied by the hourly discount rate for non-replaced absenteeism and vacancies as stated in the Pricing Workbook). Service Provider shall provide monthly reports summarizing the total number of monthly labor hours worked compared to the total number of monthly labor hours proposed. The delta of these two totals shall be the total number of non-replaced employee absenteeism. Considerations will be made for holidays and number of working days per month. Supervisors and management hours may not be used toward the total number of labor hours. Service Provider shall use floater or absentee replacement personnel to cover staffing assignments, rather than utilizing existing custodial staff in the buildings.

### **1.23 Bio-Hazard Services**

The Service Provider shall provide OCS with adequate staffing to complete cleaning and disinfecting services of bio-hazard incidents as they occur. This is to include, but is not limited to: blood spills, vomit and other bodily fluids/waste. These services shall be conducted in accordance with current OSHA and OCS standards. Likewise, disposal of the contaminated materials associated with these cleanings will be conducted in accordance with current OSHA and DOT standards and regulations, and product shall be placed in designated bulk biohazardous storage locations.

### **1.24 Extra Services**

It is imperative that the Service Provider adequately provide coverage for events, construction cleanup and extra services above the base specification when requested by OCS. The Service Provider shall support the events and perform extra services per OCS's instructions, which may include, but are not limited to, set-ups, tear downs, pre-cleaning, mid-event cleaning and post-event clean-up activities, sometimes on very short notice.

The Service Provider shall invoice for events and extra services based on the pre-established all-inclusive hourly price for extra work (included in the Custodial Pricing Workbook). This hourly rate applies to events and extra services that require overtime or extra labor hours.

Special project work is to be performed during scheduled breaks when students are not in session. The preparation for this may be impacted by summer school programs, community use of buildings, and planned capital projects. Service Provider shall provide labor to move and re-install furniture when floors are being refinished.

### **1.25 Communication**

Service Provider shall provide smart phones and/or Wi-Fi tablets for the account manager, supervisors and head workers.

### **1.26 Adding or Removing Buildings and Employees**

At the sole discretion of OCS, additional buildings or employees (e.g. daytime custodians) may be added to or removed from the scope of this agreement.

If an entire building is added to the agreement, the Service Provider shall be required to submit a formal proposal and full disclosure Custodial Pricing Workbook that specifies the proposed staffing levels and cost. OCS will compare the proposed price per square foot against the price per square foot of similar, current buildings for validation.

If an additional day custodian, head custodian, night custodian, head night custodian, utility worker or supervisor is added to the agreement, the rates in the Miscellaneous Pricing exhibit shall apply.

The Service Provider will be given at least fourteen calendar days advance notice before the area requirements of this agreement are increased.

### **1.27 Mat Cleaning, Ceiling Tiles and Light Bulbs**

Interior and exterior matting shall be cleaned as required. The Service Provider shall be responsible for mat replacement and mat replacement costs. OCS reserves the right to change this practice during the term of the Agreement.

Service Provider staff is not responsible for changing of ceiling tiles or light bulbs.

### **1.28 Perimeter Glass**

Cleaning of exterior perimeter glass shall not be included in the base agreement, except for door glass and adjacent entrance glass/lobby, as well as all other interior glass, as indicated in the OCS Standard Custodial Specification. However, Service Provider shall complete the Miscellaneous Pricing tab of **Exhibit C: Pricing Workbook** which includes perimeter glass cleaning pricing for OCS's consideration (not part of base contract).

### **1.29 Vehicles**

Service Provider's proposal shall include all vehicles necessary to fully perform the duties included in this specification. The Pricing Workbook contains line items relating to vehicle and fuel costs. The Service Provider must complete these line items as part of its proposal response.

Vehicles shall be maintained in good working order and any repairs shall be the sole responsibility of the Service Provider. Service Provider is responsible for all fuel. Service Provider shall provide a substitute vehicle within eight (8) hours of any vehicle being removed from service for any reason. Service Provider shall park only at locations to be designated by OCS.

### **1.30 Waste Removal and Recycling**

All wastepaper/wet trash shall be removed from the building each day and night and deposited in the appropriate waste container/compactor in such a manner as to allow the trash contractor to pick it up.

OCS has implemented a recycling program. Service Provider will remove all cardboard and other recyclables from sites and deposit into designated recyclable dumpsters.

OCS shall have the right to stop Service Provider's employees to check all waste removal to provide a deterrent to theft.

Service Provider shall notify OCS Maintenance if exterior receptacles are full.



### **1.31 Subcontractors**

No subcontractors will be used without OCS approval.

### **1.32 Office Space**

Office space shall be provided for the Service Provider management team (day manager and night manager) for fulfilling the duties of the OCS contracted custodial services. Service Provider may not use OCS space or facilities in the management of contracts for other organizations or districts.