



Scope of Work

1. Purpose

To provide Custodial Services pursuant to Lake Wales Charter Schools for sanitation and safety measures.

2. Definitions

Definitions contained in this document are defined. 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.

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

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 School staff 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 (SDSs) 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 School.

Custodial Services – Cleaning services are 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.

School-Specific Scope of Work – Non-mandatory document for the School, which is used to assist the schools in further defining their needs and requirements for Custodial Services. Please reference the Schools 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 7:30 a.m. to 5:00 p.m. or as specified by the School.

EPA – The United States Environmental Protection Agency.



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 School.

OSHA – The Occupational Safety and Health Administration.

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

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

3. School-Specific Scope of Work

Schools may create a School Specific Scope of Work to tailor requirements or specify additional requirements for Custodial Services. The school-specific SOW is optional. The school-specific SOW will be determined and agreed upon by the School and the selected Contractor and set forth in the Contract or Purchase Order. When creating a Specific SOW, Customers are permitted to negotiate terms and conditions that 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 School). Specific terms and conditions within a Specific SOW are only applicable to the Schools Contract or Purchase Order.

4. Per Building Pricing

A per-building price model may be used by the Schools instead of a square footage or hourly rate model to accomplish Custodial Services. Schools who choose to use a per-building pricing model shall adhere to the requirements listed in the Schools Request for Quote(s), which is mandatory when using this pricing model. Schools 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 School’s specific SOW, and Schools shall include, at a minimum, the following information in the Schools RFQ:



1. Statement of purpose
2. School's Specific Scope of Work (required for per building pricing)
3. Term of the School's Contract
4. Job duties, tasks, and deliverables
5. Specific financial consequences for non-performance
6. 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 School pursuant to the Specific SOW as set forth in the School's Contract (if applicable) or purchase order. Contractor 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 requiring additional cleaning protocols, the Contractor shall provide cleaning in common and high-traffic areas per the Centers for Disease Control and Prevention (CDC) and Florida Department of Health guidelines. Cleaning of common areas and high-touch points shall follow the Centers for Disease Control and Prevention (CDC) and Florida Department of Health's guidelines regarding 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 it 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 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 maintain them 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, including 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 properly using 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 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 the facility or building business hours using a general-purpose type cleaner.
- The Contractor shall dust mop and damp mop floors.
- The Contractor shall polish the 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, planters, and any other item or area within the scope of this Contract.
- The Contractor shall clean and polish the entrance walls.
- The Contractor shall vacuum the air supply, 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 the required appearance in high-traffic areas.
- The Contractor shall spot clean carpets utilizing the extraction method.
 - The Contractor shall ensure that the carpet is free of any dirt, dust, lint, stain, or foreign matter.
 - The Contractor shall use cleaning procedures and chemicals in accordance with the 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 that were not spot-cleaned.
 - The Contractor shall ensure that no dirt or debris is left on carpets, 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 another 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 with a minimum working pressure rating of 3,000 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 maintain constant and uniform pressure cleaning 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 School-approved mildew/stain remover. Before applying any chemical-based removers for use on stain or mildew, the Contractor shall provide manufacturers' material safety data sheets to the School 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, ballast cover, and 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

Schools may require Daytime or Nighttime Porters for Custodial Services. Porters will be paid at an hourly rate as specified on the Price Sheet. Porters may perform the following duties, which 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 the exterior and interior of cabinets, and wiping down counter and sink areas.
- Porters shall maintain custodial storage areas, keeping an 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, and rainy-day safety precautions (put out mats, signs, wet umbrella bags, and keep floors mopped dry).
- The Facilities Manager will have the 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 complete custodial cleaning of affected areas.

7. Staffing Levels

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

8. Supervision

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



9. Safety Requirements

The Contractor shall comply with all applicable requirements of the 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.

9.1 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 leakproof gloves.

9.2 Records Retention by the Contractor

The Contractor shall keep and maintain all training records, certifications, SDSs, and 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 Schools upon request.

9.3 Special Permits, Licenses, and Product Notifications

Schools may require hazard cleaning, such as COVID Sanitation. The Contractor is responsible for obtaining and making available to the Department or School, upon request, all necessary licenses and permits regarding any potential contamination prior to the commencement of Services in each facility or building.

9.4 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. Service Requirements

10.1 Pre-Service Conference

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

10.2 Work Hours

The School reserves the right to adjust work hours to serve the specific needs of the 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 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 proactively conserve energy by ensuring lights are turned off in offices, common areas, etc.

10.3 Station Regulations

The Contractor shall be responsible for repairing any damage caused to the facilities 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 the loss. The Contractor shall be responsible for any public or private loss or theft of any items and equipment from the workplace.

10.4 Quality Control

If required by the Director, 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.

10.5 Inspection and Acceptance

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

10.7 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.

10.8 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 Contract Manager prior to use and stored in a clean, neat, and safe manner within designated areas in each facility or building. No flammable products, including gasoline, shall be stored in the facility or building.

The Contractor shall submit to the School 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 School, the Contractor shall furnish and install all hand soap and hand towel dispensers if deemed necessary by the Facility Manager. The Facility Manager shall approve all new hand soap and hand towel dispensers prior to installation by the Contractor. The Facility Manager 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 approved by the Department or Facility Manager before 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 Facility Manager.

The Contractor shall use floor and carpet maintenance products that are approved by the Department or prior to the commencement of Services and as needed thereafter.

All cleaning products, supplies, and equipment shall meet or exceed the requirements contained within this section. The Facilities Manager may approve the use of additional products as needed. The Customer may require the Contractor 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.



10.9 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

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.

10.10 Security

The Contractor shall always uphold strict security and keep all doors locked. Any penalty levied against the Customer for false alarms caused by the Contractor's employees shall be deducted from the Contractor's monthly payment. Employees may be subject to background checks and training.

Employee Identification and Building Access: The Contract Manager, 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 are allowed on the premises. Each employee must 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.

Uniforms: All custodial personnel of the Contractor 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 and a photocopy of a valid picture I.D. to the Director of Facilities within one month of commencement of services. All employees, including the on-site supervisor, must sign in and out at the facility's security desk upon entering and exiting the facility or building. I.D. badges shall show the company name, the employee name, and a photo of the employee. I.D. badges must always be worn while performing services under this Contract.

10.11 Communications

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



11. Holidays

The Contractor shall provide customers with all services during business days. The following days are observed as holidays

- 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. Schools may have additional holiday(s) observed specifically by the school, which will be detailed in the Customer's contract or Specific Scope of Work.

12. Routine Communications

The 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 Contract's life, then the Contractor shall update the attachments and submit them 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.

13. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, the Department may request a business review meeting each quarter. 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 any elevated issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.



14. 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)

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.

A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. 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.

15. Contract Transition

The Contractor will be required to perform, at no additional cost, transition services for Lake Wales Charter Schools and the Department associated with the end of, or termination of, this Contract or a 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.
- Promptly answer all questions related to the transition and migration of the Contract and Purchase Orders.
- Provide such other services, functions, or responsibilities inherent or necessary to transition services to a replacement contract.



Custodial Service Agreement – Special Contract Conditions

These Special Contract Conditions (“**Special Conditions**”) are made and entered into by and between **Lake Wales Charter Schools, Inc., d/b/a Lake Wales Charter Schools** (“**Company**”) and **E & A Cleaning, Inc.**, (“**Contractor**”), as of the Effective Date of the Custodial Service Agreement (the “**Contract**”) between Company and Contractor.

1. Special Conditions. These Special Conditions are hereby agreed upon by Company and Contractor as binding terms incorporated into the Contract, wherein Contractor agrees to provide custodial services for Company at certain public charter schools located in Polk County, Florida.

2. Defined Terms. Capitalized terms that are defined herein shall have the meaning prescribed herein. Capitalized terms that are not defined herein shall have the same meaning that they have in the Contract, including Schedule A attached thereto. For the avoidance of doubt, the Company is also sometimes referred to in the Contract as “Department,” “State,” and “Customer.”

3. Compliance with School Safety Laws. At all times during the term of the Contract and any renewal terms, the Contractor shall fully comply with all applicable school safety laws, regulations, and/or policies, including, without limitation, §§ 1012.465-68, Fla. Stat. (the “Jessica Lunsford Act”), and § 1006.07, Fla. Stat. Contractor shall not take any action or inaction at any time during the term of the Contract or any renewal term, without regard to whether such action or inaction is intentional or unintentional, that would place Company out of compliance with any applicable school safety laws, regulations, and/or policies, including, without limitation, §§ 1012.465-68, Fla. Stat. (the “Jessica Lunsford Act”), and § 1006.07, Fla. Stat.

3.1. Jessica Lunsford Act. The Jessica Lunsford Act requires, in part, that all noninstructional contractors with access to school grounds while students are present must first undergo a fingerprint-based criminal history check in accordance with § 435.12, Fla. Stat with the Company’s sponsor district Polk County Schools. The cost of each criminal history check shall be borne by the Contractor, and the Contractor shall report the results of each criminal history check to the Company as soon as reasonably practicable and prior to the relevant employee gaining access to school grounds while students are present.

The Company will screen all criminal history check results for disqualifying offenses under § 1012.467(2)(b), Fla. Stat. Upon determining that any employee of Contractor is disqualified from accessing school grounds while students are present, Company shall immediately notify



Contractor in writing of such disqualification, stating with particularity the specific record upon which said determination is based.

Contractor may contest any determination by Company that an employee of Contractor is disqualified from accessing school grounds while students are present only by producing proof of mistaken identity or that an offense from any jurisdiction other than Florida is not disqualifying under § 1012.467(2)(b), Fla. Stat. Upon determining that any employee of Contractor has met the requirements of this section to access school grounds while students are present, Company shall issue at Company's expense a photo identification badge to said employee, which must be borne at all times that said employee is on school grounds. Upon the termination of the Contract for any reason, or upon the termination of any individual's employment with Contractor, Contractor shall immediately thereafter return all badges individuals issued to affected individuals pursuant to this section 3.1 to Company.

3.2. Duty to Report Offenses. Contractor shall report to Company if any employee of Contractor who was previously found eligible by Company to access school grounds while students are present under section 3.1 herein is arrested for any of the disqualifying offenses in § 1012.467(2)(b), Fla. Stat., within forty-eight (48) hours of any such arrest. Contractor acknowledges and agrees that if Contractor knows that any one of its employees has been arrested for a disqualifying offense and allows said employee to access school grounds when students are present, Contractor commits a felony of the third degree.

4. Public Records. Contractor acknowledges and agrees that the Company is a public entity subject to Chapter 119, Fla. Stat., pertaining to public records. Contractor shall keep and maintain public records as required by the Company to perform its duties and obligations hereunder. Upon request from the Company's custodian of public records, Contractor shall provide the Company with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements, including but not limited to those records subject to the Family Educational Rights and Privacy Act (FERPA), are not disclosed except as authorized by law for the duration of the Term. Following termination of this Agreement for any reason, Contractor shall (i) transfer, at no cost, all public records in Contractor's possession to the Company and (ii) destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE COMPANY'S CUSTODIAN OF PUBLIC RECORDS AT: PO BOX 3309, LAKE WALES, FL 33859; email: publicrecords@lwcharterschools.com; telephone: (863)679-6560.



5. Breach and Default. In the event of a breach of the Contract by either party, the non-breaching party shall give the breaching party written notice of such breach and thirty (30) days to cure such breach. "Breach" shall be defined as a material breach of any provision of this Contract by Contractor or Company; or any action or conduct by Contractor or its principals that may bring disrepute to the Company (e.g., any arrest or conviction for a crime of moral turpitude or any felony). Company may also immediately terminate the Contract if Contractor engages in any conduct that may endanger or materially affect the health, safety, or welfare of students.

For the avoidance of doubt, any breach by Contractor under section 3 of these Special Conditions shall constitute conduct that endangers the health, safety, or welfare of students. The termination rights established in this section shall apply equally to each school location at which Contractor provides services for Company, and Company may terminate the Contract in its entirety or for any individual school location(s), as applicable.

6. Choice of Law and Venue. The Contract, including all attachments thereto, is made and entered into in the State of Florida and shall be interpreted according to and governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Any action arising from the Contract shall be brought exclusively in a court of competent jurisdiction in Polk County, Florida. In the event of any such legal action arising from the Contract, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in defending or prosecuting the action, as applicable.

7. Assignment. Neither party to the Contract shall assign any rights or obligations under the Contract to any other party without first obtaining the express written consent of the other party.

8. Waiver. No waiver of any right, obligation, or breach of any provision of the Contract shall be implied unless expressly stated in writing, and no such waiver shall constitute a waiver of any other provision or future breach of the Contract.

9. Force Majeure. Neither party shall be considered in breach or default of the Contract if the performance of any part or all of the Contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense. For the avoidance of doubt, and due to the nature of the Contract, any outbreak of infection disease, pandemic, or other public health emergency shall not excuse Contractor from performing its obligations under the Contract.

10. Relationship. The Contract shall not be deemed to create any partnership, joint venture, or other business association between the parties beyond that which is described in



the Contract. The Contract shall not be deemed as creating any rights of a third-party beneficiary.

11. Contract Interpretation. The headings in the Contract and its attachments are for convenience and reference only, and in no way shall any headings define, limit, or describe the scope of the Contract or be considered in the interpretation of the Contract or any provision thereof.

12. Counterparts. The Contract and its attachments may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Contract.

13. Authority to Bind. Each of the persons executing the Contract on behalf of the parties warrants that such person has the full power and authority to so execute the Contract on behalf of party for whom he or she signs.

14. Severability. If any provision or any part of the Contract is determined to be unlawful, void, or invalid by a court of competent jurisdiction, that determination shall not affect any other provision or any part of any other provision of the Contract, and all such provisions shall remain in full force and effect.

15. Merger. The Contract shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements, whether written or oral, are superseded and replaced by the Contract. For the avoidance of doubt, the Contract includes the following attachments: (a) Schedule A (Scope of Work); (b) General Procedures; (c) Other Services; (d) the Price Sheet (captioned "Service Agreement"); and (d) these Special Conditions.

By signing below, the parties hereto acknowledge and agree that the terms of these Special Conditions are true and correct and are incorporated into the Contract in their entirety.

COMPANY

CONTRACTOR

Lake Wales Charter Schools, Inc.,
d/b/a Lake Wales Charter Schools

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

