

**CONTRACT
FOR
CUSTODIAL SERVICES
BETWEEN
LAKE WALES CHARTER SCHOOLS, INC.
AND
CLEANING MANAGEMENT SOLUTIONS, INC.
2022-2023**

TABLE OF CONTENTS

SECTION 1. DEFINITIONS	3
SECTION 2. TERM	4 - 5
SECTION 3. PAYMENTS	5 - 6
SECTION 4. CONTRACT DOCUMENT	6
SECTION 5. CONTRACT ADMINISTRATION	6 - 7
SECTION 6. COMPLIANCE WITH LAWS	8 - 9
SECTION 7. STATE REGISTRATION/ARTICLES OF INCORPORATION	9
SECTION 8. LIABILITY AND WORKER'S COMPENSATION INSURANCE	9 - 10
SECTION 9. PUBLIC RECORDS	10 -12
SECTION 10. E-VERIFY	12
SECTION 11. SCRUTINIZED COMPANY LIST	13
SECTION 12. GEOGRAPHIC LOCATION OF DATA AND SERVICES	13
SECTION 13. RECORDS RETENTION	13
SECTION 14. GIFTS	13
SECTION 15. MONITORING BY THE LWCS	11
SECTION 16. AUDITS	12
SECTION 17. BACKGROUND SCREENING AND WARRANTY OF SECURITY	14 - 17
SECTION 18. DISPLACED EMPLOYEES	17
SECTION 19. COOPERATION WITH THE INSPECTOR GENERAL	17
SECTION 20. CUSTODIAL CONTRACTED SERVICES AFFIRMATION	18
ADDENDUM A. 22-23 FACILITY PRICING SCHEDULE	19
ADDENDUM B. SCOPE OF WORK	19

Contract

This Contract is between the **LAKE WALES CHARTER SCHOOLS, INC (LWCS)**, a public charter school system consisting of four elementary schools, two middle schools, one high school. The Administrative office for LWCS is located at 130 East Central Ave, Lake Wales, Florida 33853 and **CLEANING MANAGEMENT SOLUTIONS OF AMERICA, INC.** of Polk County Florida.

The CLEANING MANAGEMENT SOLUTIONS OF AMERICA, INC (Contractor), located at 511 Sawyer Rd, Lakeland, Fl 33810, responded to LWCS ITN for, "Custodial Services." The Parties enter into this Contract following the terms and conditions of the solicitation and subsequent negotiation.

The Parties, therefore, agree as follows.

SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in the PUR 1000 form.

- 1.1. Confidential Information: Any portion of a Contractor's documents, data, or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure according to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority and is clearly marked "Confidential."
- 1.2. Displaced Employee: Custodial employees formerly employed by the LWCS whose employment was terminated due to the implementation of this Contract.
- 1.3. User Agency: The LWCS's facilities are listed in Attachment A, Facility List, of the ITN, and the specified agency for any governmental agency utilizing this Contract.
- 1.4. Contract: Means the legally enforceable agreement, if any, which results from this solicitation. The Parties to the Contract will be LWCS and the Contractor.
- 1.5. Contract Manager: The representative designated by the LWCS who will oversee all aspects of the Contract, ensure that performance expectations are met, and who will serve as the primary point of contact for the Contractor.
- 1.6. Contractor: The Responsive and Responsible Respondent who is awarded a contract because of this solicitation. **(Cleaning Management Solutions, INC)**
- 1.7. Control Book: A binder or similar device that is maintained on-site at each facility that will contain all Material Safety Data Sheets and any permits and/or training documents that may be required. The control book will be located in a conspicuous location and must be accessible to LWCS and the administration at each facility.

- 1.8. Custodial Services: Services that include, but are not limited to, those contained in Sections 2 and 3, as well as any other services contained in the Contract and necessary to provide cleaning services.
- 1.9. LWCS: **Lake Wales Charter Schools, INC**
- 1.10. Designee: A LWCS representative who will serve in a contract management capacity as delegated by the Superintendent.
- 1.11. EPA: The United States Environmental Protection Agency.
- 1.12. Facilities: Those for which the Contract shall apply as identified in Attachment A, Facility List, of the ITN.
- 1.13. Facility Manager: The local LWCS representative designated for each facility who will serve in a contract management capacity as delegated by the Contract Manager.
- 1.14. MSDS: The Material Safety Data Sheets.
- 1.15. OSHA: The Occupational Safety and Health Act.
- 1.16. PSI: The pounds per square inch.
- 1.17. State: The State of Florida.

SECTION 2. TERM

2.1 Initial Term and Probationary Period

The Contract shall begin on July 1, 2022, and shall consist of a 90-day probationary period that will end September 29, 2022. If the work performed during the probationary period is evaluated as satisfactory by the school administrators and LWCS the contract will continue to June 30, 2023. If the work is deemed unsatisfactory, the Contractor will be served with a notice of intent to terminate and will have a minimum of 30 days before final termination.

2.2 Termination of Contract

This contract may be terminated by either party. The terminating party must send, by registered mail, a letter indicating the intent to terminate and give the other party a minimum of 30 days before terminating the contract. However, LWCS reserves the right to immediately terminate this contract if there is a willful violation of any of the tenants contained in this contract or the Scope of Work Document.

2.2 Renewal Term

Upon written agreement, LWCS and the Contractor may renew the Contract in whole or in part, for renewal terms up to five years. The LWCS may find it necessary to renew the Contract in increments, complete term, or a combination thereof, as long as the original renewal price bid is not exceeded. Such a change shall be accomplished only by an amendment to the Contract. Any renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The Contractor shall not charge any costs for renewing the Contract.

SECTION 3. PAYMENTS

3.1 Pricing

The Contractor shall adhere to the prices as stated in Addendum A, Price Sheet - Totals, for each facility being serviced.

3.2 Detail of Bills

The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The LWCS reserves the right to request additional documentation as needed.

3.3 Bills for Travel

Bills for travel expenses, if permitted, must be submitted in accordance with section 112.061, Florida Statutes. **Travel is not permitted under this Contract.**

3.4 Payments

Payment shall be made pursuant to Chapter 215, Florida Statutes. It is the express intent of the Parties that the Contract be paid monthly and that under no circumstances will the annual total of the monthly invoices exceed the yearly Contract amount. The monthly payments are directly related to the work performed each month and submitted in the Contractor's monthly invoice, with supporting documentation including required reports. The Contract Manager shall review, approve and submit the said invoice for payment. The Contract Manager shall work with the Contractor to clarify any discrepancies that may exist before payment.

3.5 Invoices

The Contractor agrees to provide invoices monthly invoices for the services rendered in a form that meets the requirements of the LWCS Department of Finance.

3.6 Final Invoice

Unless renewed or extended, the tasks and deliverables of the Statement of Work must be completed by June 30, 2023.

SECTION 4. CONTRACT DOCUMENT

This Contract sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- 4.1 This Contract
- 4.2 Addendum B - Scope of Work
- 4.3 The General Contract Conditions - PUR 1000 form, which is incorporated by reference, and available at:
<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>
- 4.4 Addendum A – Price Sheet – Totals
- 4.5 Addendum C - ITN

SECTION 5. CONTRACT ADMINISTRATION

5.1 LWCS Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Angela Heyward
Director of Federal Programs
130 East Central Ave, Lake Wales, FL 33853
Telephone: (863) 679-6560
E-mail: angela.heyward@lwcharterschools.com

In the event that LWCS changes the Contract Administrator, LWCS will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

5.2 Contract Manager

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Marcos Solano

Cleaning Management Solutions of America, Inc.

5811 Sawyer Rd, Lakeland, FL 33810

Telephone: (863) 808-2904

E-mail: cmsofamerica@yahoo.com

Each party will provide prompt written notice no later than five business days to the other party of any changes to the party's Contract Manager or his or her contact information. Such changes will not be deemed Contract amendments.

5.3 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran business enterprises in the economic life of the State. The LWCS encourages supplier diversity through certification of business enterprises, advocacy and outreach, and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Compliance

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or non-renewal of the Contract.

6.2 Notice of Legal Actions

The Contractor shall notify the LWCS of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the LWCS of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the LWCS of legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

6.3 Convicted and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

6.3.1 Convicted Vendors

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

6.3.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the LWCS if it or any of its suppliers, subcontractors, or consultants has been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

SECTION 7. STATE REGISTRATION/ARTICLES OF INCORPORATION

Prime and subcontractors must provide proof of an active Florida Department of State certificate. Pursuant to section 607.1501, Florida Statutes, out-of-state corporations are required to provide proof of an active Florida Certificate of Authorization pursuant to section 607.1503(1), Florida Statutes, from the Florida LWCS of State, Division of Corporations, to transact business in the State of Florida.

SECTION 8. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph modifies section 35, of the PUR 1000 form. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability and \$5,000 medical payment. Providing and maintaining the adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance the Contractor may desire to obtain or be required to obtain by law. The limits of coverage

under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in the State of Florida.

The Contractor shall have their insurance carrier note the LWCS and the individual schools listed as the certificate holder as provided below:

- a) Lake Wales Charter Schools, Inc
130 East Central, Lake Wales, Fl 33853

- b) Lake Wales High School
1 Highlander Way, Lake Wales, Fl 33853

- c) Edward Bok Academy South
13901 U.S. Hwy 27, Lake Wales, Fl 33859

- d) Edward Bok Academy North
405 3rd Street North, Lake Wales, Fl 33853

- e) Dale R Fair Babson Park Elementary
815 North Scenic Highway, Babson Park, Fl 33827

- f) Hillcrest Elementary
1051 State Road 60 East, Lake Wales, Fl 33853

- g) Janie Howard Wilson Elementary
306 Florida Avenue, Lake Wales, Fl 33853

- h) Polk Avenue Elementary
110 East Polk Avenue, Lake Wales 33853

SECTION 9. PUBLIC RECORDS

9.1 Access to Public Records

LWCS may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

9.2 Redacted Copies of Confidential Information

If the Contractor considers any portion of any documents, data, or records submitted to the LWCS to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the LWCS with a separate redacted copy of the information it claims as Confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.3 Request for Redacted Information

In the event of a public record or another disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as "Confidential" are responsive, the LWCS will provide the Contractor- redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the LWCS will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the LWCS becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the LWCS shall give the Contractor prompt notice of the demand before releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.4 Indemnification

The Contractor shall protect, defend and indemnify LWCS for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of the information it claims is Confidential, the LWCS is authorized to produce the entire documents, data, or records submitted to the LWCS in answer to public records request or other lawful requests for these records.

9.5 Contractor as Agent

If under this Contract, the Contractor is providing services and is acting on behalf of the LWCS as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- 9.5.1 Keep and maintain public records that ordinarily and necessarily would be required by LWCS to perform the service.
- 9.5.2 Provide the public with access to public records on the same terms and conditions that the LWCS would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.5.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 9.5.4 Meet all requirements for retaining public records and transfer, at no cost, to LWCS all public records in possession of the Contractor upon the termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to LWCS in a format that is compatible with the information technology systems of LWCS.

SECTION 10. E-VERIFY

Pursuant to the State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. LWCS of Homeland Security's (DHS) E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

To implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below.

<http://www.uscis.gov/e-verify>

Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

SECTION 11. SCRUTINIZED COMPANY LIST

In executing this Contract, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Contractor agrees the LWCS may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

SECTION 12. GEOGRAPHIC LOCATION OF DATA AND SERVICES

The State of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

SECTION 13. RECORDS RETENTION

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made concerning this Contract. The Contractor shall retain all documents related to this Contract in compliance with the rules of the State of Florida and LWCS.

SECTION 14. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will ensure that its subcontractors, if any, will apply with this provision.

SECTION 15. MONITORING BY THE LWCS

The Contractor shall permit all persons who are duly authorized by the LWCS to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract and to interview clients, employees, and subcontractor employees of the Contractor to assure LWCS of satisfactory performance of the terms and conditions of this Contract. Following such review, LWCS may deliver to the Contractor a written report of its finding(s) and direct the development, by the Contractor, of a corrective action plan. This provision will not limit LWCS's termination rights.

SECTION 16. AUDITS

LWCS may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and/or Subcontractors as determined by the LWCS. LWCS may conduct an audit and review all the Contractor's and Subcontractors' data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with Subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by LWCS upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for LWCS or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract.

SECTION 17. BACKGROUND SCREENING AND WARRANTY OF SECURITY

17.1 Employee and Subcontractor Security Requirements

All Contractor employees, subcontractors, and agents performing work under the Contract must comply with all security and administrative requirements of LWCS.

17.1.1 Background Screening

LWCS does require the Contractor to have an FDLE (Florida Department of Law Enforcement) background check performed on each individual that will be working in the facility in accordance with FS 1012.467. Background checks will be performed by Polk County School District, Pre-Employment Services, 1915 South Floral Avenue. Located in the main entrance to building "A". All screenings are by appointment and can be made by calling 863-534-0414. The Contractor is responsible for payment of all fees associated with background checks. If the individual has not

been a resident in Florida for 12 months, then a check should be done from the individual's previous residence. Also required is a copy of a photo ID along with a copy of a Social Security card showing the last four numbers of the cardholder.

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other people, hereinafter referred to as "Person" or "Persons," operating under their direction with access to any of LWCS facilities; the look-back period for such background screenings shall be for a minimum of six years where six years of historical information is available.

"Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.

"Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is the confidential information or personal health information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit, or presented on a display device, or a hard copy.

The Contractor shall ensure that the background screening is conducted on all Persons directly performing services under the Contract whether or not the person has access to LWCS.

The minimum background screening process shall include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available);

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor shall maintain documentation of the screening in the Person's employment file. The Contractor shall abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations, or ordinances.

17.1.1.1 Disqualifying Offenses

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to LWCS Data or directly performing services under the Contract. The disqualifying offenses are crimes where the nature of the criminal activity is such that a reasonable person would agree that their employment would create a risk of injury, loss, or damage to people and/or property of any LWCS premises. Examples of these types of crimes include, but may not be limited to, the following:

- Murder/manslaughter
- Petit Theft
- Felony theft
- Burglary/Robbery
- Aggravated assault
- Sexual Battery
- Kidnapping/False imprisonment
- Computer related or information technology crimes
- Fraudulent practices, pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records

If the Contractor finds a Disqualifying Offense for a Person within the last six years, where six years of historical information is available, from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to LWCS premises. The Contractor shall consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that elapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. During the process of collecting the information and making a decision, the Contractor shall not allow the Person to perform services or have access to LWCS premises. If the Contractor determines that the person should be allowed access to LWCS premises, then the Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

17.1.1.2 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five years from the time initially performed for each Person during the Term of the Contract.

17.2 Monthly Reporting

The Contractor is required to submit a written report to the LWCS's Contract Manager within 15 days from the end of each month listing those Persons who have been screened, those Persons with a Criminal Finding who have been removed from performing services or having access to LWCS, and those Persons with a Criminal Finding that the Contractor has allowed to continue providing services or allowed access to LWCS through the process described above. The monthly report by the Contractor shall at a minimum include the name of the Person, the title of the Person's position, a description of the job, and a description and date of the Criminal Finding and, where applicable, the updated status of the court proceeding or ultimate disposition.

SECTION 18. DISPLACED EMPLOYEES

The Contractor shall interview and provide the first choice of employment to Displaced Employees. The Contractor shall provide regular reports to the LWCS, not less than weekly, on the status of such interviews. If the Contractor elects not to hire a Displaced Employee, the Contractor shall identify in the report those employees not hired and the reasons for the decision not to hire.

SECTION 19. COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to section 20.055(5), Florida Statutes, contractors and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

SECTION 20. CUSTODIAL CONTRACTED SERVICES AFFIRMATION

SO AGREED by the Parties' authorized representatives on the dates noted below:

Cleaning Management Solutions of America, INC

Printed Name _____

Title _____

Signature _____ Date _____

Lake Wales Charter Schools, INC

Printed Name _____

Title _____

Signature _____ Date _____

**Cleaning Management Solutions of America, IN
22-23 Facility Pricing Schedule For
Lake Wales Charter School, INC**

Cleaning Management Solutions
of America, Inc.
863-808-2904
cmsofamerica@yahoo.com

Contract Summary

Lake Wales Charter Schools and Cleaning Management Solutions

Monthly Breakdown by Location:

- Polk Avenue: \$7,387.50 per month - \$88,650.00 per year
- Janie Howard Wilson: \$ 8,137.50 per month - \$97,650.00 per year
- Babson Park: \$6,989.00 per month - \$83,868.00 per year
- Lake Wales High School: \$20,798.50 per month - \$249,582.00 per year
- Hillcrest: \$8,024.50 per month - \$96,294.00 per year
- Bok South: \$7,987.50 per month - \$95,850.00 per year
- Bok North: \$4,987.50 per month - \$59,850.00 per year
- Charter Office: \$ 1,421.33 per month - \$17,055.96 per year

Total Annual Contract: \$788,799.96

Addendum B SCOPE of WORK

Cost Includes:

- Daily general cleaning of all locations
- All paper products (paper towels/toilet paper); soap dispenser soaps
- CMS will provide our own cleaning solutions & equipment
- Summer deep cleaning
- Winter floor stripping and waxing