

**ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 KALMUS DRIVE
COSTA MESA, CALIFORNIA 92626**

REQUEST FOR PROPOSALS: 25-02

BID TITLE: CUSTODIAL SERVICES – MULTIPLE SCHOOL SITES

**MANDATORY JOB
WALK:**

**February 10, 2026, 10:00:00 A.M. PST
Harbor Learning Center-North
1240 North Harbor Blvd.
Anaheim, California 92801**

PROPOSERS QUESTIONS:

All Proposers are required to send in any request for information, questions or clarifications in writing regarding this Project by email to the attention of Kristin Lange at klange@ocde.us no later than 11:00:00 A.M. PST February 19, 2026.

BID PROPOSAL DUE DATE:

**February 27, 2026 2:00:00 P.M. PST
Orange County Superintendent of Schools
Purchasing & Contracts Department
200 Kalmus Drive, Building A
Costa Mesa, California 92626**

The Orange County Superintendent of Schools is requesting bids for Custodial Services – Multiple School Sites. Questions and/or concerns related to the Bid requirements should be directed to Kristin Lange, Purchasing & Contracts Manager at klange@ocde.us.

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Price Sheets

Exhibit A –Central Office 2025-2026 School Year Calendar

Exhibit B – Community Schools, Mary's Academy, CCPA 2025-2026 School Year Calendar

Exhibit C – ACCESS Pacific Coast High School 2025-2026 School Year Calendar

Exhibit D – CHEP (Community Home Education Program) 2025-2026 School Year Calendar

Exhibit E – Sunburst 2025-2026

Exhibit F - Tarkett Modular Carpet Maintenance

Exhibit G - Tarkett Powerbond Maintenance

Exhibit H – Tarkett Triad Matting Maintenance

**PUBLIC NOTICE INVITING
REQUEST FOR PROPOSALS NUMBER: 25-02
CUSTODIAL SERVICES-MULTIPLE SCHOOL SITES**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, ("District") is seeking proposals from qualified firms for custodial services for multiple school sites throughout Orange County. The full scope of the work for this Project is set forth in the Request for Proposals ("RFP").

Proposals must be received by mail in a sealed envelope or package no later than **2:00:00 P.M.PST on February 27, 2026**, at the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed proposals will be accepted. It is the firm's sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

A complete copy of the District's RFP documents and specifications are available on the District's website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

A MANDATORY Job Walk will be held on February 10, 2026, at 10:00:00 a.m. PST SHARP! The mandatory job walk will start at the Orange County Superintendent's Harbor Learning Center North, 1240 North Harbor Boulevard, Anaheim, California 92801. The goal of the mandatory job walk is to provide perspective proposers an opportunity to walk the facilities and familiarize themselves with conditions relating to the Orange County Superintendent of Schools and its operations. Any proposer failing to attend the entire job walk will be deemed a nonresponsive bidder and will have its bid returned opened.

Interested firms responding to this RFP are to include all costs for labor, materials, equipment and all other expenses required to accomplish the services required. All proposals are to be submitted on the forms provided by in the RFP document. The District reserves the right to reject any or all proposals and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities not affected by law in any proposal. The right is also reserved by the District to select the firm which in his/her opinion will best serve the needs of the District

Proposals submitted by qualified firms shall be at no cost or obligation to District. No firm may withdraw its' proposal for a period of ninety (90) calendar days after the date set for the opening of the proposals. Each proposal must conform and be responsive to this Public Notice.

Please direct any technical or procedural inquiries or questions regarding the RFP documents and/or Project to the attention of Kristin Lange, Purchasing & Contracts Manager via email only at klange@ocde.us no later than 11:00:00 a.m. PST on February 19, 2026. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the District's website. General information regarding the District is available via www.ocde.us.

By: Kristin Lange
Purchasing & Contracts Manager
Publication: Orange County Register
Date Published: January 28, 2026
February 4, 2026

RETURN DOCUMENTS CHECKLIST

The following sections of this Request for Proposals (RFP): 25-02 Custodial Services – Multiple School Sites must be returned with the bid proposal prior to the proposal closing deadline on or before 2:00:00 p.m. PST on February 27, 2026, to be considered responsive to the RFP.

Document Title

1. Bid Proposal Form
2. Price Sheets
3. Information Required of Proposer
4. Non-Collusion Declaration
5. Equal Opportunity Certification
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form
8. Iran Contracting Act Certification
9. Ukraine-Russia Contracting Certification

INFORMATION FOR PROPOSERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Preparation of Bid Proposal Forms.** Proposals shall be submitted on the prescribed Bid Proposal Form and Bid Proposal Form completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. **Proposer's Questions.** All Proposers are required to send in any questions or comments in writing regarding this Project by email to the attention of Kristin Lange at klange@ocde.us no later than 11:00:00 a.m. PST, February 19, 2026.
3. **Mandatory Job Walk.** **A mandatory job walk will be conducted on February 10, 2026 at 10:00:00 a.m. PST.** All interested Proposers must report to Harbor Learning Center North, 1240 North Harbor Blvd., Anaheim, California 92801 no later than 10:00:00 a.m. PST. This job walk will allow each Proposer the opportunity to familiarize themselves with the facilities, difficulties and restrictions for the execution of the work detailed in the specifications and incorporated in the Contract documents. Proposers will be given an opportunity to ask questions to assist them in determining their bid responses. Failure to attend the entire Mandatory Job Walk will nullify your proposal.
4. **Form and Delivery of Proposals.** The bid proposal must conform and be responsive to all Project Documents and shall be made on the Bid Proposal Form (s) provided, and the complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: **Orange County Superintendent of Schools, Attn: Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626,** and must be received on or before the proposal deadline. The envelope shall be plainly marked in the upper left hand corner with the Proposers name, the Project designation and the date and time for the opening of proposals. **It is the Proposers sole responsibility to ensure that its proposal is received prior to the deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bid shall be returned to the Proposer unopened. At the time and place set forth for the opening of proposals, the sealed bid proposals will be opened and publicly read aloud.
5. **Signature.** Any signature required on Project Documents must be signed in the name of the Proposer and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Proposer is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief

financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Proposer is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Proposer, who shall act in all matters relative to the Project for the joint venture or partnership. If Proposer is an individual, his/her signature shall be placed on such documents.

6. Modifications. Changes in or additions to any of the proposal documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the response documents will be considered.

7. Erasures, Inconsistent or Illegible Proposal. The bid proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that DISTRICT determines that any proposal is unintelligible, illegible or ambiguous, the DISTRICT may reject such proposal as being nonresponsive.

8. Examination of Site and Project Documents. At its own expense and prior to submitting its bid proposal, each Proposer shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. **Examination of the facilities will start on February 10, 2026 at 10:00:00 a.m. PST.** The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the Proposer. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful Proposers resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the Proposers pre-bid examination or during the progress of the work. **Proposers agree that the submission of a bid shall be incontrovertible evidence that the Proposer has complied with all the requirements of this provision of the Information for Proposer.**

9. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the Proposer, at any time prior to the scheduled closing time for receipt of proposals. No Proposer may withdraw any bid for a period of **ninety (90)** calendar days after the date set for the opening of bids.

10. Agreement. A "Sample" Agreement which the successful Proposer, as Contractor will be required to execute is included in the Project Documents and should be carefully examined by the Proposer.

11. Interpretation of Project Documents. If any Proposer is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT **three (3)** days before proposal deadline. No requests shall be considered after this time. The Proposer submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT'S discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each Proposer known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PROPOSER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT PROPOSER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT PROPOSER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

12. Proposers Interested in More Than One Bid Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid proposal for the same work unless alternate proposals are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a Proposer, or that has quoted prices of materials to a Proposer, is not thereby disqualified from submitting a proposal or quoting prices to other Proposers or submitting a bid proposal on the Project.

13. Award of Contract. The DISTRICT reserves the right to reject any or all bid proposals, or to waive any irregularities or informalities in any proposals or in the proposal process. The award of the contract, if made by the DISTRICT will be to the lowest responsive and responsible Bidder based on the criteria established in this RFP. In the event an award of the contract is made to a Proposer and such Proposer fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to Proposer, the DISTRICT may award the contract to the next lowest responsive and responsible Proposer or reject all Proposers.

14. Alternatives. **This section IS NOT applicable to this Project.** If the DISTRICT intends to call for alternate bids (Public Contract Code Section 20103.8), then the DISTRICT intends to award the contract to the lowest responsive and responsible Proposer on the base bid without consideration of any of the additive and/or deductive items, unless the other three (3) below optional clause apply as usual by DISTRICT.

____ OPTIONAL: The DISTRICT intends to call for alternate proposals. The Governing Board intends to award the contract to the lowest responsive and responsible Proposer on the lowest total on the base bid proposal and the following additive and/or deductive items.

____ OPTIONAL: The DISTRICT intends to call for alternate bid proposals. The Governing Board intends to award the contract to the lowest responsive and responsible Proposer on the lowest total of the base bid proposal and the additive and/or deductive items taken in order from the specifically identified list of items in the Special Conditions depending on available funds.

____ OPTIONAL: The DISTRICT intends to call for alternate bid proposals. The Governing Board intends to award the contract to the lowest responsive and responsible Bidder in a manner that prevents any information that would identify any of the Bidders from being revealed to the DISTRICT before the ranking of all Proposers from lowest to highest has been determined.

15. Selection Criteria. The DISTRICT reserves the right to make the selection of the custodial contractor based on the criteria established in this RFP, and other criteria as identified by the RFP review and interview team. Proposals submitted may be reviewed and evaluated by any persons designated at the discretion of the DISTRICT.

The successful Proposers will demonstrate through the RFP that the firm has the professional capability, financial capacity, satisfactory work record, and resources to provide custodial services under this RFP. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid proposal and to establish the responsibility, qualifications and financial ability of the Proposer, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT'S satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid proposals of any Proposer who does not pass any such evaluation to the satisfaction of the DISTRICT.

The following factors will be used to consider the award, where applicable:

- a. Compliance with all the requirements stated in the RFP.
- b. The ability of the firm to meet the project timelines.
- c. Quality and satisfactory performance of similar work projects with current and previous clients.
- d. Experience, ability, capability and skills to perform the services required.
- e. Financial capacity.
- f. Previous and existing compliance with current laws.
- g. Location of office and accessibility to District.

- h. Current commitments and ability of firm to handle multiple project(s).
- i. References - Satisfaction of clients.
- j. Strong communication - Ability to keep the District informed as to progress of work and any challenges.
- k. Assurances that the highest quality of materials and cleaning techniques are being employed.
- l. Fees. Billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. All costs for labor and materials required to accomplish the services required.

16. Insurance and Workers' Compensation. The successful Proposer shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Proposer shall secure the payment of compensation to all employees. The successful Proposer who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

17. Insurance. Proposer shall, at Proposers sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until expiration of the Contract a policy or policies of insurance covering its' services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California.

Minimum coverages shall be as follows:

- | | | |
|-----|--|--------------------------------------|
| (1) | General Liability Insurance
for injuries including accidental
death, to any one person in an
amount not less than | <u>\$1,000,000</u>
per occurrence |
| (2) | Subject to the same limit
for each person on account of
one accident, in an amount not
less than | <u>\$1,000,000</u>
per occurrence |
| (3) | Property Damage Insurance
in an amount not less than | <u>\$1,000,000</u>
per occurrence |
| (4) | Comprehensive Automobile
Liability Insurance covering
the use of all owned, non-owned
and hired vehicles with combined
bodily injury and property damage
in an amount not less than | <u>\$1,000,000</u>
per occurrence |

- (5) Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California
- (6) An endorsement to said policy(s) naming Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees as additional insureds while rendering services under this Contract
- (7) A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage

17. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Proposer agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Proposer agrees to require like compliance by any subcontractors employed on the Project by such Proposer.

18. Hold Harmless and Indemnification. The successful Proposer awarded the Contract agrees to and does hereby indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against every claim or demand made, and every liability, loss damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Proposer or any of its officers, agents, employees, subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the Proposer or individual entities comprising the Proposer, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Proposer in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;

- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

The Proposer, at Proposers own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the Proposer under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the Proposer provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

19. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful Proposer awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of **Two Hundred Fifty Dollars (\$250.00)** for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful Proposer. Government Code Section 53069.85, Civil Code Section 1671.

20. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Proposer will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Proposer will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

21. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid response must be accompanied by a noncollusion declaration properly notarized.

22. Quality. All workmanship, materials, equipment, and supplies incorporated in the items covered by the specifications shall be of the best available grade of their respective

kinds of the purpose for which the items are to be used. All equipment, supplies, and materials shall be new unless otherwise specified.

23. Supplies. The successful Proposer shall furnish at Proposers own expense all supplies and equipment necessary to properly perform services unless specifically instructed otherwise by DISTRICT. These supplies, materials, green seal certified cleaning products and equipment include, but are not necessarily limited to, waxes, floor finishes, cleaners, small trash can liners, floor strippers, sealer, detergent, cleaning brooms, mop presses, kex sweeping tools, kex cloths, buckets, brushes, sponges, cloths, squeegees, wet and dry vacuum cleaners, janitor carts, ladders, floor machines, and adequate floor machine scrub and polish brushes and any other materials, supplies and equipment required to provide adequate and satisfactory custodial services. All liquids and powdered materials must be green seal certified and must be in properly labeled containers. DISTRICT will furnish toilet paper, toilet seat covers, paper towels, tampons and sanitary napkins for vending cabinets.

24. Proposers Responsibilities. DISTRICT shall issue keys and/or access cards to Proposer as necessary, and Proposer shall be responsible for such keys and/or access cards. Keys shall not be duplicated by Proposer. If keys or access cards are lost, Proposer shall inform DISTRICT immediately. Proposer shall be required to pay DISTRICT for the cost of new keys and also for the re-keying of any of the locks operable by the lost keys and the cost of new access cards. Such cost shall be deducted from the monthly amount due to Proposer. Proposer shall not open drawers, cabinets or bookcases nor disturb paper on desks. Proposer shall not use radios, television sets, coffee pots, microwaves or refrigerators and shall not tamper with any property of DISTRICT or employees of DISTRICT. Proposer shall not use DISTRICT'S telephone system for personal calls.

25. Lights. Proposer will be held responsible for energy conservation on the premises. Lights in areas not being used by occupants or not required to immediate cleaning purposes shall be turned off. Lights shall be turned off as soon as the area is cleaned. All lights on the premises, except night lights or other designated lights, shall be turned off when all cleaning is complete.

26. Emergencies. After 5:00 p.m. weekdays, and all day on weekends, and/or holidays, Proposer is required to report broken windows, plumbing leaks, and other building repair needs to DISTRICT. A list of names and telephone numbers of DISTRICT designated employees will be given to Proposer upon approval and acceptance of Agreement.

27. Criminal Records Check. The successful Proposer, when applicable will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

28. Adjustment of Fees. In the event that the Agreement is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange Co area publishes for the month of October of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the DISTRICT shall give Proposer written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.

29. Proposers License and Permits. Proposer shall maintain and possess during the life of the Agreement all applicable licenses and permits necessary to provide all custodial services required under the Agreement.

30. Citizenship. Proposer shall warrant and attest that every employee hired by Proposer to provide services under this Project shall be a United States Citizen or have legal authorization to work in the United States. Verification must be provided to DISTRICT prior to the Proposer employee providing services under this Project. Failure to provide verification to DISTRICT will result in termination of the Agreement.

31. Proposers Supervision. During performance of the custodial services, Proposer shall keep on the premises a competent supervisor who speaks, understands, reads and writes English fluently satisfactory to DISTRICT. Before commencing the work herein, Proposer, shall give written notice to DISTRICT of the name of such supervisor. Proposers Supervisor shall not be changed unless a supervisor proves to be unsatisfactory to Proposer or DISTRICT or ceases to be in Proposers employ, in which case, Proposer shall notify DISTRICT in writing. The Supervisor shall represent Proposer, and all directions given to this Supervisor shall be as binding as if given to Proposer.

32. English Language. During progress of the work, Proposer shall keep on the premises at least one (1) employee who speaks, understands, reads and writes English fluently.

33. Proper Identification. Proposer shall provide identification patches or badges to all employees engaged in work under this Agreement.

34. Duty to Provide Fit Workers. Proposer shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Proposer to ensure compliance with this section. Any person in the employ of the Proposer whom DISTRICT may deem incompetent, unfit intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed onsite without written consent of DISTRICT.

35. Subcontract or Assignment. Proposer shall not subcontract or assign the performance of any of the services in this Agreement.
36. Additional or Cancellation of Sites. Additional sites may be added by DISTRICT throughout the contract period. DISTRICT will request Proposer to submit a price quotation for each additional site. DISTRICT may also cancel all or a portion of a school site at any time as needed.
37. Tobacco-Free Policy. The successful Proposer shall agree to enforce a tobacco-free work site.
38. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful Proposer shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.
39. Work Site Damages. Any damage, including damages to any part of DISTRICT's property resulting from the Proposer performance under this Project shall be repaired immediately to the DISTRICT's satisfaction by Proposer at Proposers sole cost and expense.
40. Safety. All services and materials which the Proposer proposed to furnish to the DISTRICT must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.
41. The number of executed copies of the Proposers Bid Proposals required is three (3).
42. Notices. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the address of the DISTRICT is as follows:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey,
Administrator, Business Operations

Proposer Name: _____
Telephone Number: _____
Fax Number: _____

BID PROPOSAL FORM

Name of Proposer: _____

To: Orange County Superintendent of Schools, acting by and through its Governing Board,
herein called the "DISTRICT."

1. The undersigned Proposer, having become familiarized with all the following documents including but not limited to the Notice Calling for Bid Proposal, Information for Proposers, Bid Proposal Form, Information Required of Proposer, Noncollusion Affidavit, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Custodial Services-Multiple School Sites

Project No.: Request for Proposal: 25-02

all in strict conformity with the Project Documents, including Addenda Nos. _____, _____, _____ and _____, on file at the office of the Administrator, Business Operations of said DISTRICT in the amount of base bid:

_____ Dollars (\$ _____)
per month.

Each individual term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of

all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bid proposals or to waive any irregularities or informalities in any bid proposal or in the proposal process. Proposer agrees that his/her bid proposals shall remain open and not be withdrawn for the period specified in the Information for Proposers.
3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the Proposer, the Proposer will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should Proposer fail or refuse to return these documents as required by the DISTRICT, the bid proposal security, if any shall be forfeited to the DISTRICT. The Proposer further agrees that the work shall be commenced by the Proposer, if awarded the contract, on or before the **fifth (5th)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the Proposer in the time specified by the DISTRICT.
4. The DISTRICT desires the right and option to extend any contract awarded hereunder for a period of four (4) one-year periods from date of expiration, under the same terms, and conditions, subject only to an annual adjustment pursuant to the Agreement.

Indicate if said Renewal Option is granted:

_____ Option Granted
_____ Option Not Granted

5. In the event that the contract is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange Co area publishes for the month of October of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the DISTRICT shall give Proposer written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.
6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the Proposer at the address stated below.

-
-
-
7. The name(s) of all persons interested in the bid proposal as principals are as follows:
-
-
-
8. In submitting this bid proposal, the Proposer offers and agrees that if the bid proposal is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Proposer for sale to the DISTRICT pursuant to the Request for Proposal. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).
9. The Proposer hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Proposer shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Proposers failure to comply strictly with the IRCA.
10. It is understood and agreed that if requested by the DISTRICT, the Proposer shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of Proposer ability to perform the Project.
11. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Proposer understands and agrees that failure to submit a completed and signed affidavit will render the Proposer automatically nonresponsive.
12. The Information Required of Proposer form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid proposal are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

INFORMATION REQUIRED OF PROPOSER

The Proposer shall furnish the following information accurately and completely. Failure to comply with this requirement may cause rejection of the bid response. Additional sheets may be attached as necessary.

The following information should contain local persons or entities familiar with the Proposers work. Proposers must include school districts, community college districts and/or other educational institutions or other public agencies familiar with Proposers work. At least four (4) references must be a facility equal or larger than 101,000 square feet and two (2) references must have experience in cleaning commercial kitchens.

"You" or "your" as used herein refers to the Proposers firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the DISTRICT may request additional information or an interview or presentation at any time.

SECTION A – GENERAL INFORMATION

1. Firm name, complete address and contact information:

2. Telephone: _____ Facsimile: _____
Electronic Mail: _____

3. Type of Firm: (check one)

Individual ____ Partnership ____ Corporation ____

Subsidiary ____ Government Entity ____

4. Names, titles and telephone numbers of all your officers/principals of the firm:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Number of years experience as a contractor in this type of work: _____.

Proposer must have a minimum of fifteen (15) years experience in custodial/janitorial work.

6. How many years has your firm been in business under its present business name? Firm must be in business a minimum of fifteen (15) years.

7. How many years experience have you had in school custodial/janitorial work?

8. How many years experience have you had in public custodial/janitorial work?

9. Have you provided similar services to school districts? _____ Yes or No

How Many? _____

10. Please list the school districts that your firm has provided similar services within the last three (3) years.

SECTION B – LEGAL

11. Have you ever been terminated from a school or any public custodial/custodial projects in the prior five (5) years? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

12. Have you ever been barred from bidding on any school or public project? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

13. Have you ever defaulted on any school or public project in the prior five (5) years that resulted in a claim to a surety? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

14. Have you been assessed damages (i.e., liquidated damages) for any public or school project in the past five (5) years? Yes ____ No ____ If the answer is "Yes," give dates, names, and addresses of public agency and details.

15. Have you ever brought any claim(s) against a public agency? Yes ____ No ____ If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome.

16. Have you ever failed to complete a school or public custodial project in the last five (5) years? Yes ____ No ____ If the answer is "Yes," provide name of public agency and details.

17. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to similar services during the past five (5) years? Yes ____ No ____ If the answer is "Yes," provide name of public agency and details.

18. Do you now or have you ever had any direct or indirect business, financial or other connection with any official or employee of the DISTRICT? Yes ____ No ____ If so, please elaborate.

-
-
19. Will your firm comply with all DISTRICT, local, State and Federal legal requirements, policies, rules and regulations and laws? ____ Yes No ____
20. Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this bid.

SECTION C – ADDITIONAL INFORMATION

21. Are you currently under contract for another project? Yes ____ No ____ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

22. Please provide any other information that may assist the DISTRICT in ascertaining your qualifications, capability and customer service under any resultant agreement.

23. Supervision and Advisory Personnel

Give the name and title of the person(s) who will be responsible for the overall supervision of the custodial/janitorial services to be provided under the Agreement with the DISTRICT. Provide resumes of supervisory and advisory individuals involved with this project

REFERENCES

24. List the names, address, telephone number, project description, project timeframe, and contract amount of six (6) customers whom you provided substantially the same type of work specified herein in Orange County, California within the past three (3) years. Information obtained through the references will be evaluated by the DISTRICT.

1. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____

2. Name : _____
Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

3. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

4. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

5. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

6. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Proposer is true and correct. Executed this ____ day of _____, 20__ at _____ State of _____.
City, County

Signature

Print Name

Title

EQUIPMENT/MATERIAL SOURCE INFORMATION

The name of the manufacturer of each piece of equipment that will be installed in this Project shall be set forth below. Only one manufacturer of each piece of equipment shall be listed. Proposer agrees that in the event any listed manufacturer is not specifically named in the Project Documents, it will, prior to award, submit complete information satisfactory to the DISTRICT that such manufacturer's equipment complies with all requirements of the Project Documents. If, in the opinion of the DISTRICT, the listed manufacturer's equipment does not comply with the Project Documents, the bid proposal may be rejected unless, prior to award, the Proposer agrees in writing to supply approved equipment without a change in the bid proposal price.

Equipment/Material

Manufacturer

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED BY

BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid proposal.

The bid proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid proposal price, or of that of any other Proposer. All statements contained in the bid proposal are true. The Proposer has not, directly or indirectly, submitted his or her bid proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

SAMPLE AGREEMENT

THIS AGREEMENT, is entered into this ____ day of _____, 20__, in the County of Orange, State of California, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, herein referred to as "DISTRICT" , and _____, herein referred to as "CONTRACTOR".

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of Request for Proposals Number 25-02 Custodial Services Project documents, including the Notice Calling For Bid Proposals, Information for Proposers, Bid Proposal Form, Bid Proposal Form 1-A, , Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, this Agreement, and all modifications, addenda and amendments thereto, by this reference incorporated herein.

The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, and necessary tools, expendable equipment, and all taxes, utility and transportation services described in the complete contract and required for in Request for Proposals Number 25-02 Custodial Services – Multiple School Sites Project. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with Request for Proposals Number 25-02 Custodial Services Multiple School Sites Project documents and all provisions of the complete contract as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation. The CONTRACTOR shall be responsible for any loss or damage to CONTRACTOR'S machinery, apparatus and nonexpendable items of equipment and the CONTRACTOR shall not be excused with respect to any failure to so comply by and any act or omission of the DISTRICT unless such act or omission prevents the CONTRACTOR from fully complying with the requirements of Request for Proposals Number 25-02 Custodial Services Multiple School Sites Project and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with Request for Proposals Number 19-06 – Custodial Services Multiple School Sites Project documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within **three (3)** working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully

complying Request for Proposals Number 25-02 Custodial Services Multiple School Sites Project documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in Request for Proposals Number 25-02 Custodial Services Multiple School Sites Project documents, the sum of _____ Dollars (\$ _____), per month.

4. In the event that the Agreement is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange Co area publishes for the month of October of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the DISTRICT shall give Proposer written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.

5. The CONTRACTOR will commence providing services under this contract on or before the **fifth (5th)** day after receiving the DISTRICT'S Notice to Proceed.

6. **Time is of the Essence.** If the work is not completed in accordance with the Project Documents, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Fifty Dollars (\$250.00)** for each calendar day of delay until work is completed and accepted.

7. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

(Optional, Additional Provision:) Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. The CONTRACTOR agrees to and does hereby indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against every claim or demand made, and every liability, loss damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (h) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (i) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (j) any breach of duty, obligation or requirement under the Project Documents;
- (k) any failure to coordinate the work of other contractors;
- (l) any failure to provide notice to any party as required under the Project Documents;
- (m) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (n) any failure to protect the property of any utility company or property owner.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth in the Agreement. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements including a statement that the DISTRICT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.

Public Liability Insurance for personal and bodily injuries including accidental death, to any one person in an amount **not less than**

\$1,000,000.00 per occurrence

and
Subject to the same limit for each person on account of one accident, in an amount **not less than**

\$1,000,000.00 per occurrence

Property Damage Insurance
in an amount **not less than**

\$1,000,000.00 per occurrence

Automobile Liability Insurance which shall include owned, non-owned and hired vehicles

\$1,000,000.00 per occurrence

Workers' Compensation Insurance

In accordance with the provision of Labor Code Section 3700

Course of Construction
Insurance without exclusion or limitation in an amount **not less than**

\$1,000,000.00 per occurrence

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

CRIMINAL RECORDS CHECK OVERVIEW

State Legislation AB1610, AB162, AB2112, and Education Code 45125.1 requires criminal records checks of contractors' employees who have any contact with students while employed by a contractor who is under contract to a school district. The Orange County Superintendent of Schools requires that all contractors comply with this legislation prior to starting any work with the school district. Please carefully read the enclosed notice and form titled "Certification by Contractor Criminal Records Check."

Please complete this form and return it to the Coordinator, Contract, Purchasing and Transportation prior to the performance of any work. Contractors must complete the fingerprinting requirements when the bid is awarded to them and before work can begin. Please contact the Coordinator, Purchasing, Contracts, & Transportation at pmccaughey@ocde.us for further information.

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of _____ School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS

Certification for _____. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the _____ which we have installed in the _____ District under Project/Bid No. _____.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Date

Name of Contractor

By: _____
Signature

Print Name

Title

EQUAL OPPORTUNITY CERTIFICATION

To: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Number of Employees: _____

This Firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

I, the official name below, certify under penalty of perjury that I am duly authorized to legally bind the firm to this certification, and that the contents of this certification are true and correct, that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION
(FAR Subpart 9.4 – Debarment, Suspension, and Ineligibility)**

I am aware of and hereby certify that neither _____ nor
_____ Name of Respondent

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Respondent/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named Respondent on the _____ day of _____
20____ for the purposes of submission of this BID.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

**Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form**

The following provisions are required and apply when federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process. Orange County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by the Orange County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by Orange County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event Vendor fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Orange County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Orange County Superintendent of Schools believes, in its sole discretion that it is in the best interest of the Orange County Superintendent of Schools to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Orange County Superintendent of Schools as of the termination date if the contract is terminated for convenience of the Orange County Superintendent of Schools. Any award under this procurement process is not exclusive and the Orange County Superintendent of Schools reserves the right to purchase goods and services from other vendors when it is in the best interest of the Orange County Superintendent of Schools.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by the Orange County Superintendent of Schools the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable

standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2
CRF § 200.333**

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. As specifically noted above.

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code 2200-2208)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting certification is required for solicitations of goods or services of, one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS \$1,000,000 OR MORE

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- ☐ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000) or more.
OR
- ☐ 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
- ☐ 3. Bidder's Total Base Bid is one million dollars(\$1,000,000) or more, but the DISTRICT has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203© or (d). **A copy of the written permission from the DISTRICT is included with Bid.**

I, the official named below, certify I am under penalty of perjury under the laws of the State of California that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true and correct, and this certification is made under the laws of the State of California.

Date: _____

Legal Name of Bidder: _____

Authorized Signature: _____

Print Name: _____

Title: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

UKRAINE-RUSSIA CONTRACTING CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 ("Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("State Order").

If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, this Certification shall be part of your Response:

- (1) Confirmation that your Firm is in compliance with the required economic sanctions of the Federal and State Orders; and
- (2) Confirmation that your Firm will take the steps necessary in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Upon District request, your firm will provide the District a written statement detailing your actions related to this section.

Executive Order 14065;
<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>

State Order N-6-22;
<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order>

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Company Name: _____
Authorized Signature: _____
Name: _____
Date: _____

(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)

SPECIFICATIONS

Request for Proposals Number: 25-02 Custodial Services-Multiple School Sites

1. SCOPE OF WORK

The Orange County Superintendent of Schools, hereinafter referred to as "DISTRICT", is seeking bids for custodial/janitorial services for various DISTRICT administrative offices and school sites at the locations identified below. The custodial service provider "CONTRACTOR" shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the custodial (housekeeping) services as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy and safe work environment for occupants of the DISTRICT.

These specifications have been developed to establish the minimum level of custodial (housekeeping) services required by the DISTRICT.

DISTRICT will provide paper towels, toilet tissue, toilet seat covers, and soap to be used for the stocking of restrooms and breakrooms (CONTRACTOR to re-stock using DISTRICT supplies as needed). CONTRACTOR is required to have a supervisor inspect the work at each site twice a month and provide DISTRICT with a copy of their report.

2. SERVICE HOURS

DISTRICT's buildings shall be open to the public and DISTRICT employees from 7:30 a.m. to 5:00 p.m., Monday through Friday. DISTRICT facilities must be serviced after 5:00 p.m. Monday through Friday. Work hours of custodial service provider must be between the hours of **6:00 p.m.** and **6:00 a.m.** DISTRICT facilities will be cleaned each day DISTRICT offices are open. Please refer to Year Calendars. Disruptive activities such as carpet extraction, floor stripping and waxing, etc. shall be done as scheduled in agreement with DISTRICT's Facilities Manager/Supervisor.

DISTRICT may request CONTRACTOR provide additional services on Saturday or Sundays. CONTRACTOR shall charge DISTRICT at the rate noted on the Price Sheet. CONTRACTOR shall be on call seven (7) days per week for site emergencies.

CONTRACTOR will not be required to perform custodial/janitorial services on DISTRICT approved holidays unless requested by the DISTRICT's Facilities Manager/Supervisor to perform such services. DISTRICT holidays include but not limited to: New Year's

Day, Martin Luther King Jr. Birthday, President Lincoln's Day, President Washington Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving (2 days, Thursday & Friday) Christmas Eve, Christmas Day and New Year's Eve. For specific dates, contact the DISTRICT's Facilities Manager/Supervisor.

3. SERVICES

A. DAILY SERVICE - MONDAY- FRIDAY

1. ROOM CLEANING

Classrooms, Office Areas, File Rooms, Libraries, Conference Rooms, Meeting Rooms, Lobby's/Reception Area, Hallways etc.

- a. Empty waste receptacles and remove waste to designated area.
- b. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
- c. Replace liners when torn or soiled.
- d. Dust mop all non-carpeted floors. Damp mop all spills.
- e. Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and every day. (Refer to Section VII - "General Definitions" for quality of care expected.)
- f. Spot clean all carpeted areas.
- g. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
- h. Clean and disinfect drinking fountains.
- i. Clean and polish all entrance glass, interior & exterior.
- j. Move all lobby chairs, clean floor area underneath, and replace chairs in proper place.
- k. Clean and disinfect sinks where applicable.
- l. Restock paper goods where applicable.

2. RESTROOMS

- a. Clean, disinfect, and deodorize toilets, urinals, wash bowls, and lavatory tops with an approved germicidal cleaner.
- b. Sweep and wet mop floor.
- c. Clean urine stains on floor.
- d. Empty and clean waste paper containers and sanitary napkins receptacles.
- e. Replace liners when torn, soiled or odorous.
- f. Clean and disinfect all doors, handles and partitions.
- g. Clean and refill dispensers for soap, towels, toilet tissue, sanitary napkins, and toilet seat covers.
- h. Clean and polish mirrors, metal kick plates, and pull bars.
- i. Clean and dust any cabinets or shelving in the restrooms.
- j. Stock supply cabinet's with paper towels, toilet paper and seat

covers.

3. LUNCHROOMS/BREAKROOMS/DINNING ROOM (Where Applicable)

- a. Empty and clean trash containers and carry trash to designated areas.
- b. Clean and polish faucets and sinks.
- c. Clean and disinfect table tops, chairs, and counter tops.
- d. Sweep and dust all resilient floors with the kex system of dustless sweeping cloths. Sweep and dust all resilient floors with dustless sweeping cloths.
- e. Remove coffee or food spillages from floors.
- f. Mop floors. Wet mop floor, under/behind all tables, trash cans.
- g. Pick-up trash under kitchen cabinets, where applicable.
- h. Spot clean all walls. Pull away trash cans/tables and clean behind.
- i. Wipe clean and disinfect the exterior and interior of microwave and refrigerators.
- j. Vacuum carpeted area's and walk off mats.

4. SCHOOL KITCHEN/CAFETERIA –

- a. Pick up and wet mop under all mats.
- b. Scrub mats on both sides; hang on mat rack to dry; put mats back in the correct location after floor is cleaned.
- c. Move tables, sweep and wet mop floors with a degreaser cleaner.
- d. Empty all recycling containers and carry to designated areas.
- e. Empty all waste baskets and other trash containers and carry to designated area.
- f. Spot clean all walls.
- g. Move tables/equipment in cooking area, sweep and mop, including base boards.
- h. Sweep and mop dry storage area.
- i. Flooring in dishwashing area is skid proof and must be scrubbed with bush and abrasive cleaner and rinsed thoroughly.

5. ALL OTHER BUILDINGS AREAS

- a. Empty all wastebaskets and other trash containers and carry trash to designated areas.
- b. Clean and polish all drinking fountains, where applicable.
- c. Sweep and dust all resilient floors with the kex system of dustless sweeping cloths.
- d. Vacuum all carpeted areas and meeting rooms.
- e. Keep custodian's room clean and orderly. (Required)
- f. Pick-up trash under any cabinets, bookcases, desks, or like furniture, where applicable.
- g. Spot clean carpet.

- h. Spot clean all walls.
- i. Sweep paved areas within 15 feet of entrances.
- j. Clean all outside tables and benches.
- k. Remove spots and marks from carpet and resilient floors.
- l. Clean whiteboards in all meeting rooms.
- m. Clean stairwells and disinfect all railings.

B. WEEKLY SERVICE

DAILY SERVICE - MONDAY- FRIDAY

1. ROOM CLEANING

Classrooms, Office Areas, File Rooms, Libraries, Conference Rooms, Meeting Rooms, etc.

- a. Dust high and low, including air vents and clocks, all surfaces on which dust gathers.
- b. Clean and disinfect all cleared desk and counter top areas with approved desk/counter cleaner and disinfect.
- c. Remove all cobwebs, clean baseboards.
- d. Clean and buff all hard surfaced floors.
- e. Clean by most appropriate means, all lobby furniture.
- f. Wash thoroughly all children's furniture and fiberglass/vinyl furniture.

2. RESTROOMS

- a. Machine scrub and disinfect floors with an approved EPA cleaner.
- b. Clean and disinfect under and around all plumbing fixtures, handles, and pipes.
- c. Clean and wipe down walls around plumbing fixtures, including toilet compartment partitions, partition doors, and door hardware.
- d. Remove spots and marks from carpet and/or tile resilient floors.
- e. Clean all areas soiled by spills.

3. KITCHEN / LUNCHROOMS / BREAKROOMS

- a. Wet mop floors
- b. Clean lower surfaces of tables and chairs.
- c. Clean, disinfect and remove all kick marks, finger marks, and other spots from doors and door facings.
- d. Clean and polish sinks, faucets and dispensers.
- e. Clean and remove all marks and stains from cabinets.
- f. Spot clean walls.
- g. Clean and polish door push and kick plates and pulls.

- h. Spot clean window and doors inside and out, including metal and glass.
- i. Sweep paved areas within 15 feet of entrances.
- j. Clean and remove all marks from outside of refrigerators and microwaves.

4. SCHOOL KITCHEN/CAFETERIA

- a. Vacuum or wipe down all furniture.
- b. Clean inside/outside all waste baskets and rubbish containers.

5. ALL OTHER AREAS

- a. Vacuum all carpet and entrance rugs thoroughly.
- b. Clean kick marks, finger marks and other spots from doors, floor facings, walls, woodwork, partitions and partition glass.
- c. Dust desks, chair rails, tables, telephones, filing cabinets, windowsills, shelves, lamps, other office furniture, partitions, ledges and partition frames.
- d. Vacuum upholstered furniture.
- e. Clean desk top glass, bookcase glass, and pictures.
- f. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.
- g. Clean windows and doors inside and out, including metal and glass.
- h. Clean all interior window ledges including around entrances.
- i. Clean partitions, including partition glass.
- j. Clean floors where furniture has been moved.
- k. Remove spider webs throughout interior.
- l. Wash all wastebaskets and rubbish containers, wipe down and replace plastic liners, as needed.

C. MONTHLY SERVICE

1. ROOM CLEANING

Classrooms, Office Areas, File Rooms, Libraries, Conference Rooms, Meeting Rooms, etc.

- a. Refrigerator interior/exterior cleaning
- b. Dust/vacuum window hangings/blinds and upholstered furniture.
- c. Spot clean all carpeted areas of heavy traffic showing noticeably greater soil than general area.
- d. Spot clean walls, doors, etc., removing all cobwebs,

- fingerprints, smears and stains.
- e. Clean partition glass where applicable.
- f. Brush, clean, and vacuum exposed ceiling/wall vents and grills and surfaces of all doors, walls, and partitions, and handles with damp cloth. (No chemicals)
- g. Empty all contents, clean out refrigerators, wipe clean and disinfect the interior and exterior.

6. EXTERIOR (FOR SPECIFIED SCHOOLS)

- a. Pressure wash walkways, stairwells, lunch area, lunch tables, and benches.
 - Harbor Learning Center – North
 - Harbor Learning Center – South
 - Argosy
 - La Habra
 - Anaheim North

D. QUARTERLY

1. ALL AREAS (January, April, July, October)

- a. Sweep, Strip, wax and burnish all resilient floors
- b. Clean ALL baseboards

2. WINDOWS

- a. Wash and clean all exterior windows.

E. SEMI-ANNUAL

Schedule to be set up with DISTRICT's Facilities Manager/Supervisor at beginning of a service period. Any deviation from established schedule must be pre-approved by the DISTRICT's Facilities Manager/Supervisor.

1. ROOM CLEANING/EXTERIOR/RESTROOMS

- a. Shampoo/Steam clean carpets (see specifications)
- b. Clean all interior light fixtures lenses.
- c. Seal porcelain restroom tile with approved impregnator sealer where applicable
- d. Wash exterior windows and clean interior windows where applicable (for schools identified below):
 - Harbor Learning Center – North
 - Harbor Learning Center – South
 - Argosy
 - La Habra
 - Anaheim North

2. SUPPLEMENTARY TASKS

1. DEEP CLEANING

ENVIRONMENT CLEANING & DISINFECTING FOR PANDEMIC OF COMMUNICABLE DISEASES:

- a. Surfaces to Clean:
- b. Focus on surfaces that touch people's bare skin each day and any surfaces that could come into contact with uncovered infections.
- c. Common Area:
- d. Shared Equipment, high touch surfaces that comes into direct skin contact should be cleaned after each use and allowed to dry.

Examples of Common Areas:

- 1. Main Entrances of Buildings
- 2. Exterior Doors
- 3. Interior ingress and egress doors
- 4. Lobby Area Furniture and Counters
- 5. Door handles, sinks and countertops in ALL the women's and men's restrooms
- 6. All Breakrooms

- a. Cleaning keyboards and other Difficult Surfaces:
 - 1. Many items such as computer keyboards or handheld electronic devices may be difficult to clean or disinfect or they could be damaged if they became wet. If these items are touched by many people during the course of the day, a cleanable cover/skin could be used on the item to allow for cleaning while protecting the item. Always check to see if the manufacturer has instructions for cleaning.
 - 2. Sanitize electronic equipment and components with an alcohol base of 70% or better.

3. GENERAL DEFINITIONS

The following definitions outline minimum acceptable standards for the activity to be performed.

A. Sweeping and Damp Mopping

- 1. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks.
- 2. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up.
- 3. Leave no dirt, trash, or foreign matter under desks, tables or chairs.

B. Wet Mopping and Scrubbing

- I. The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces.
- II. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness.
- III. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing.
- IV. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder.
- V. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion.
- VI. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

C. Wet Mopping

- I. At the stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris.
- II. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.

D. Rugs and Carpeting

- I. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Leave nap on all carpeting lying in one direction.
- II. Perform vacuuming, steam cleaning and shampooing with commercial grade equipment only.

E. Dusting

Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

1. Leave no dust streaks.
2. Leave corners, crevices, molding and ledges free of dust and cobwebs.
3. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
4. Horizontal surfaces include, but are not limited to, counter tops, file cabinets, tables, coat racks, etc. Telephones, etc., must be lifted and dusted under. Do not disturb work papers.

5. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc.
6. Window hangings are either Venetian blinds. Dust Venetian blinds and mini blinds.

F. Damp Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.

1. The wetting solution must contain an appropriate cleaning agent.
2. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.

G. Miscellaneous

Restroom units consist of washbowls, toilets and urinals. Clean and sanitize each unit by washing, inside and outside, with a germicidal solution. Leave seats in a raised position.

- H. All hazardous conditions, such as burned out lights, loose railings, etc., must be reported by janitorial staff to the DISTRICT's Facilities Manager/Supervisor.

4. GENERAL PROVISIONS

A. MATERIALS, TREATMENTS, ETC.

1. The CONTRACTOR must supply all cleaning supplies needed in fulfilling this contract. This includes cleaners, finishes, etc., for the treatment of the various types of flooring (see attached "Maintenance Recommendations for Armstrong Step-Master Flooring"), carpeting, furniture, etc. Use only such materials as are recommended and approved by the appropriate manufacturer.
2. The CONTRACTOR's prime responsibility is to protect DISTRICT's property at all times, and to use only such materials and treatments as will enhance appearance of flooring, etc., and preserve the surface against deterioration.
3. The CONTRACTOR must submit a complete list by brand names and product numbers of all supplies to be used in fulfilling these services. An acceptable substitute must be immediately furnished for any rejected item.

B. MECHANICAL AND OTHER EQUIPMENT

1. All power equipment used such as floor machines, vacuum systems and all other equipment must be commercial grade. Right is reserved by the DISTRICT to accept or reject these items.

- I. The DISTRICT will furnish an area when necessary, for storage of janitorial service provider's equipment and supplies.
- II. The CONTRACTOR will be held solely responsible for all items stored on the premises.

5. SPECIAL PROVISIONS

A. Keys to the building will be furnished by the DISTRICT. Any keys furnished to CONTRACTOR must not be duplicated.

B. The CONTRACTOR must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing custodial services. The CONTRACTOR must lock the building when leaving (see "D" below).

C. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

1. The CONTRACTOR shall conform to all applicable Federal, State and local laws, and to the requirements of these specifications. In performing custodial work in a DISTRICT facility, the custodial service provider shall:

2. Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, CONTRACTOR personnel, and DISTRICT personnel performing or in any way coming into contact with the performance of this contract;

3. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and

4. Take such additional precautions as the office manager/supervisor may reasonably require for health, safety, and environmental protection.

1. Damage Reports. In all instances where DISTRICT property or equipment is damaged, the CONTRACTOR shall submit to the DISTRICT's Facilities Manager/Supervisor a full report of the facts and extent of such damage-- verbally and in writing within 24 hours of the occurrence.

2. Accident Reports. The CONTRACTOR shall comply with the State of California, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The CONTRACTOR shall provide a verbal report to the DISTRICT'S Facilities Manager/Supervisor and a written follow-up report to the DISTRICT's Facilities Manager/Supervisor within 24 hours of occurrence.

3. Chemical Spills. The CONTRACTOR shall maintain an

established plan that addresses incidental and emergency spills of any chemicals brought on-site.

4. Hazard Communications. The CONTRACTOR must maintain two, update Material Safety Data Sheet (MSDS) files on-site; one placed in the DISTRICT's Facilities Manager/Supervisor office and the second in the CONTRACTOR's Custodian Closet. Refer to Section I – "Right to Know (Act 80 of 1986)" of these specifications.

6. SECURE BUILDING - LOCK UP

The CONTRACTOR must lock and secure the building each night when leaving. Lock up procedures before leaving building, consist of:

- a. Turn off bathroom exhaust fan
- b. Turn off all interior lights
- c. Check and lock all entrance doors, gates or any other excess to the building.
- d. Properly set security alarm system (where applicable)

In locations that include a security alarm system, the CONTRACTOR must also properly set the security alarm when leaving the building. Any cost incurred from a security service or local police for false alarms caused by failure of the CONTRACTOR to properly set the security alarm will be the responsibility of the CONTRACTOR.

Fees charged to respond to a false alarm or because the security alarms were not set will be charged to the CONTRACTOR and deducted from the CONTRACTOR's next month's invoice.

7. HOURS OF WORK

Disruptive activities such as carpet extraction, floor stripping and waxing, etc. shall be done as scheduled in agreement with the office manager/supervisor.

The CONTRACTOR will not be required to perform custodial services on DISTRICT approved holidays unless requested by the DISTRICT's Facilities Manager/Supervisor to perform such services. DISTRICT Holidays include but not limited to: New Year's Day, Martin Luther King Jr. Birthday, President Lincoln's Day, President Washington Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving (2 days, Thursday & Friday) Christmas Eve, Christmas Day and New Year's Eve. For specific dates, contact the DISTRICT's Facilities Manager/Supervisor.

8. INSPECTION AND CORRECTION OF DEFICIENCIES

- a. Performance evaluations will be given to the CONTRACTOR noting exception in performance to the required janitorial specifications. The DISTRICT will immediately notify the CONTRACTOR of the reported performance exception(s).

- b. The CONTRACTOR must correct these deficiencies as follows:
 1. Within 24 hours for any daily, weekly or monthly activity;
 2. Within 48 hours for any activity listed as quarterly or semi-annual.
 3. In the event the custodial services provided by the CONTRACTOR is not satisfactory to the DISTRICT, the DISTRICT may provide the janitorial service as described in these specifications and the CONTRACTOR'S invoice will then be reduced by the actual cost of such replacement service.

9. CONFIDENTIALITY

The CONTRACTOR shall be bound to confidentiality of any information its employees may become aware of during the course of performance of custodial services.

10. LEIN AND OTHER SECURITY CHECKS

Upon request of the DISTRICT:

- a. The CONTRACTOR shall only appoint employees or prospective employees to work at a location with students only if they have cleared the LEIN and other security checks, and do not have a felony conviction or misdemeanor drug offense.
- b. The CONTRACTOR shall obtain permission for LEIN checks of all prospective workers for the location. The permission slip is to include:
 - a) Employees Full Name
 - b) Social Security Number
 - c) Date of Birth
 - d) California Driver's License Number or State ID Number
 - e) Employee Signature
- c. The CONTRACTOR shall replace the custodial worker assigned immediately at the DISTRICT's request if the custodial worker is found with contraband in his/her possession.
- d. The CONTRACTOR shall maintain an adequate pool of trained and LEIN cleared relief personnel to substitute for absent regular employees.

11. RIGHT TO KNOW ACT (ACT 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply

with this Act it is necessary that you fulfill the following:

Labels

Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Responsibility of CONTRACTOR

The CONTRACTOR must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplace. Otherwise, such materials will not be allowed on the premises.

Material Safety Data Sheets

Material Safety Data Sheets related to hazardous chemicals must be presented to the appropriate DISTRICT Facilities Manager/Supervisor prior to the introduction of such substances into buildings housing agencies of the DISTRICT. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for Material Safety Data sheets.

12. MAINTENANCE RECOMMENDATIONS FOR ARMSTRONG STEP-MASTER FLOORING

Maintenance

Smart maintenance programs consist of thorough dirt and grit control, removal of spills and stains and protection of the floor surface.

Walk-Off mats, sweeping, mopping and vacuuming all help in the control of loose dirt and grit. Damp-Mopping, spot-cleaning and washing will remove most spills and stains.

Proactive sealers, polishes/finishes are not recommended for Step Master. They will fill the textured areas and cause a reduction in slip retardancy.

A recommended maintenance program is outlined below.

Initial Maintenance After Installation

1. Sweep (with a broom) or vacuum thoroughly.

2. Damp-Mop with a dilute-neutral detergent solution, carefully removing black heel marks and excessive soil.
3. **DO NOT** scrub or wash floor for at least five (5) days after installation.

WASHING OR SCRUBBING BEFORE FIVE (5) DAYS COULD CAUSE ADHESIVE BOND PROBLEMS IF WATER PENETRATES THE TILE JOINTS.

NOTE: Over time, Step Master's gloss will dull to an even matte finish. This is perfectly normal.

Continuing Regular Maintenance

1. Sweep (with a broom) or vacuum as necessary.
2. Damp-Mop as needed with a dilute neutral detergent solution. This will pick up the fine dirt that sweeping misses, as well as assorted spills and wet footprints. A light scrubbing with an automatic floor machine may also be performed.
3. When needed, wash or scrub with a neutral-detergent solution using an automatic floor machine (equipped with scrub brushes) or a single-disc floor machine (170 to 250 rpm) equipped with a scrub brush.

DO NOT USE FLOOR MAINTENANCE PADS ON THIS PRODUCT.

NOTE: The use of maintenance pads may reduce Step Master's slip-retardant features.

If cleaning manually, apply the cleaning and rinse water with nylon/ rayon mops. These mops minimize lint deposits. A stiff broom or deck brush will help to dislodge ground-in dirt.

Maintenance Recommendations for Tandus Technologies

1. For Modular Maintenance Care Procedures please see "EXHIBIT F".
2. For Powerbond Maintenance Care Procedures please see "EXHIBIT G".
3. For Triad Matting Care & Maintenance Procedures please see "EXHIBIT H".

Microfiber Specs and Information

Microfiber Towels - Must be 16"x16" bordered microfiber towels that are at least made up of 80% polyester and 20" polyamide and come in two colors, blue and green. These will be packaged by the dozen.

Microfiber Dust Mops - Must have slip pocket design so that it will fit into a traditional metal frame and swivel dust mop handle. Sizes that are used are 5"x24", 5"x36", and 5"x60". Preferred color would have green and white microfiber strands.

Microfiber String Wet Mops - Size must be large mops with looped-end construction and double tail-bands to provide even coverage. Colors that will be needed would be blue, green, and orange.

Ensure best practices are observed to prevent all cross-contamination utilizing the micro-fiber cleaning systems. A detail plan of use must be submitted for approval by Faculties Manager/Supervisors.

**Orange County Department of Education
CENTRAL OFFICE**

EXHIBIT A

2025-2026 SCHOOL YEAR CALENDAR

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY						
July 4 - Independence Day						
AUGUST						
SEPTEMBER						
Sept 1 - Labor Day						
OCTOBER						
NOVEMBER						
Nov 11 - Veteran's Day						
Nov 27-28 -Thanksgiving						
DECEMBER						
Dec 24-25 - Christmas Holidays						
Dec 31 - New Year's Eve Holiday						
JANUARY						
Jan 1- New Year's Holiday						
Jan 19 - M.L. King Day						
FEBRUARY						
Feb 9 - Lincoln Day						
Feb 16 - Presidents' Day						
MARCH						
APRIL						
MAY						
May 25 - Memorial Day						
JUNE						
June 19 - Juneteenth						

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCDE Central Office 2025-2026 Calendar

Calendar Month	Days Open	Inservice No Students	Holidays	Program Closed	Total
Calendar Year					
July	22	n/a	1	n/a	23
August	21	n/a	0	n/a	21
September	21	n/a	1	n/a	22
October	23	n/a	0	n/a	23
November	17	n/a	3	n/a	20
December	20	n/a	3	n/a	23
January	20	n/a	2	n/a	22
February	18	n/a	2	n/a	20
March	22	n/a	0	n/a	22
April	22	n/a	0	n/a	22
May	20	n/a	1	n/a	21
June	21	n/a	1	n/a	22
TOTALS	247	0	14	0	261

25-26 Calendar

ACC Schools
Mary's Academy
CCPA

JULY (22)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST (21)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

SEPTEMBER (21)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER (22)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER (17)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER (17)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY (19)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY (18)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH (22)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL (21)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY (20)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE (19)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

14 Holiday

Start of New Term

4 Program Closed

239 Instructional Days

4 Staff Inservice/PD/Planning

25-26 ACCESS Students Begin

Tuesday, July 1, 2025

Q1: 7/1 - 9/26 (62 days)

Q2: 9/29 - 12/23 (58 days)

Q3: 1/5 - 3/27 (57 days)

Q4: 3/30 - 6/26 (62 days)

25-26 ACCESS Students End

Friday, June 26, 2026

Calendar Month	Days Taught	In Service No Students	Holidays	Non-Inst. Days	Total
July	22	0	1	0	23
August	21	0	0	0	21
September	21	0	1	0	22
October	22	1	0	0	23
November	17	0	3	0	20
December	17	0	3	3	23
January	19	0	2	1	22
February	18	0	2	0	20
March	22	0	0	0	22
April	21	1	0	0	22
May	20	0	1	0	21
June	19	2	1	0	22
TOTALS	239	4	14	4	261

* **Note*** Yellow = Non-Instructional, School Closed, Classified can work
Blue = School closed for all

EXHIBIT C

25-26 Calendar

Pacific Coast High School

JULY (0)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST (10)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

SEPTEMBER (21)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER (22)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER (17)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER (15)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY (17)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY (18)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH (22)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL (16)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY (20)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE (2)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

14 Holiday

Start of New Term

27 Non-instruct

26 S1S-optional /also non instructional

180 Instructional Days

14 Staff Inservice/PD/Planning

25-26 PCHS Students Begin

Monday, August 18, 2025

TRI 1: 7/1 - 8/6 (S1S)

TRI 2: 8/18 - 1/9

TRI 3: 1/14 - 6/2

25-26 PCHS Students End

Tuesday, June 2, 2026

Calendar Month	Days Taught	In Service No Students	Holidays	Non-Inst. Days	Total
July	0	0	1	22	23
August	10	3	0	8	21
September	21	0	1	0	22
October	22	1	0	0	23
November	17	0	3	0	20
December	15	0	3	5	23
January	17	2	2	1	22
February	18	0	2	0	20
March	22	0	0	0	22
April	16	1	0	5	22
May	20	0	1	0	21
June	2	7	1	12	22
TOTALS	180	14	14	53	261

* Note* Yellow = Non-Instructional, School Closed, Classified can work
Blue = School closed for all

Revised 08/14/25

EXHIBIT D

25-26 Calendar

CHEP

JULY (0)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST (15)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

SEPTEMBER (21)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER (22)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER (17)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER (15)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY (19)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY (18)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH (22)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL (16)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY (15)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE (0)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

14 Holiday

Start of New Term

53 Non-instructional Days

180 Instructional Days

14 Staff Inservice/PD/Planning

25-26 CHEP Students Begin

Monday, August 11, 2025

SEM 1: 8/11 - 12/19

SEM 2: 1/5 - 5/21

25-26 CHEP Students End

Thursday, May 21, 2026

Calendar Month	Days Taught	In Service No Students	Holidays	Non-Inst. Days	Total
July	0	0	1	22	23
August	15	5	0	1	21
September	21	0	1	0	22
October	22	1	0	0	23
November	17	0	3	0	20
December	15	0	3	5	23
January	19	0	2	1	22
February	18	0	2	0	20
March	22	0	0	0	22
April	16	1	0	5	22
May	15	5	1	0	21
June	0	2	1	19	22
TOTALS	180	14	14	53	261

* Note* Yellow = Non-Instructional, School Closed, Classified can work
Blue = School closed for all

Revised 08/14/25

Orange County Department of Education

SUNBURST YOUTH ACADEMY

2025-2026 SCHOOL YEAR CALENDAR

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY						
July 4 - Independence Day						
July 14-18 - In-service Days						
July 20 - In-Take Day (M-1)						
July 21 - First Day of School						
AUGUST						
SEPTEMBER						
Sept 1 - Labor Day						
OCTOBER						
Oct 11-Family Day (M-2)						
NOVEMBER						
Nov 11 - Veteran's Day						
Nov 23 Student Make up Day (M-3)						
Nov 27-28 -Thanksgiving						
DECEMBER						
Dec 15 Staff Dev. Day						
Dec 16-23 Program Closed						
Dec 24-25 - Christmas Holidays						
Dec 26-30 Program Closed						
Dec 31 - New Year's Eve Holiday						
JANUARY						
Jan 1- New Year's Holiday						
Jan 2-9 - In-service Day						
Jan 11 - In-Take Day (M-4)						
Jan 12 - First Day of School						
Jan 19 - M.L. King Day						
FEBRUARY						
Feb 9 - Lincoln Day						
Feb 16 - Presidents' Day						
MARCH						
APRIL						
Apr. 11-Family Day (M-5)						
MAY						
May 25 - Memorial Day						
JUNE						
June 15 Staff Dev. Day						
June 16-18 Program Closed						
June 19 - Juneteenth						
June 22-30 Program Closed						

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

14

225

HOLIDAYS
DAYS OPEN

Sunburst Youth Academy 2025-2026 Calendar						
Calendar Month	Days Open	Inservice No Students	Mandatory Work Day	Holidays	Program Closed	Total
Calendar Year						
July	9	5	1	1	8	24
August	21	0		0	0	21
September	21	0		1	0	22
October	23	0	1	0	0	24
November	17	0	1	3	0	21
December	10	1		3	9	23
January	14	6	1	2	0	23
February	18	0		2	0	20
March	22	0		0	0	22
April	22	0	1	0	0	23
May	20	0		1	0	21
June	10	1		1	10	22
TOTALS	207	13	5	14	0	266

Contract Days: 207 days taught + 13 Inservice + 5 Mandatory work days = **225 Days**
(The 5 Mandatory Work Days are all weekend days, 2 Intake Days, 2 Family Days and 1 Student Make-up Day)

Those days are:

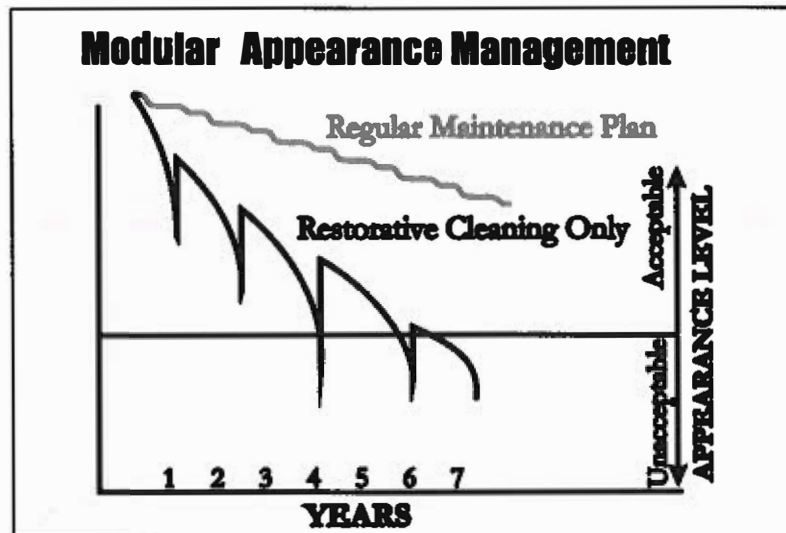
- 2 Intake Days: Sundays, 7/20 and 1/11
- 2 Family Days: Saturdays, 10/11 and 4/23
- 1 Student Make-up Day: Saturday, 11/23

MODULAR MAINTENANCE CARE PROCEDURES

The following CARE recommendations should be implemented prior to, or immediately after the installation of Tandus Modular products.

Use and traffic patterns in a facility can vary greatly; therefore, a planned maintenance program must be designed in each facility. In addition to this initial planning, the maintenance program must be reviewed on a regular basis to adjust for changing traffic and use patterns. All modular installations require a properly designed and implemented maintenance system to maximize appearance retention.

Some areas may require a yearly cleaning, while other areas may require cleaning on a weekly basis. The ultimate goal is to maintain a high appearance level in all areas at all times and thus extend the life cycle of the modular carpet. This objective is obtained by eliminating the soiled/cleaned, soiled/cleaned cycle as expressed in the illustration below.



A total maintenance package must be initiated to supplement cleaning in order to assure customer satisfaction of the product. Deep or Restorative Cleaning typically occurs as a result of the failure to maintain any Textile floor covering selection. In essence, the better the maintenance plan, the reduced need for deep cleaning and the longer the lifecycle for modular installations. Following are recommendations for a complete maintenance package. Keep in mind, that frequencies may vary depending upon the diligence of the maintenance program and the inclusion of these essential support tools.

Developing the Plan:

This CARE maintenance program is based on both Low Moisture Primary Maintenance and Hot Water Extraction methods using minimal cleaning agents. Product construction, color selection,

entry mats, daily vacuuming, spot removal, regular cleaning, and product repair are all integral considerations of this CARE program.

Implementing a strategic plan is an essential step in developing and maintaining a successful CARE program. Maintenance is a process of soil removal designed to retain carpet appearance. Soiling is a cumulative process that can easily be controlled by vacuuming and soil localization. A facility diagram assists the plan by identifying areas of soiling before they become excessively soiled.

An effective plan includes color-coding a floor plan identifying areas of extreme, heavy, medium and light traffic areas; spot prone areas, and other areas that may require additional maintenance and cleaning attention. The color-coded diagram of the facility will assist in scheduling where to clean and how often.

The facility diagram also can be useful in selecting the cleaning method and proper equipment to perform the required tasks in each area. For example, entry areas may require daily vacuuming, weekly pile lifting, and monthly cleaning; whereas, break areas may require a hand-held, spot removal extractor for frequent spot removal. Additionally, the plan can be useful in identifying where to place entry mats.

Each maintenance staff member should be provided with a copy of the plan. The floor plan also may be used to identify newly developed tasks that occur during the course of the business day.

Preventive Maintenance:

Preventive maintenance is the most cost-effective maintenance activity that takes place. These activities include any active or passive activity designed to eliminate soil before it reaches the modular carpet. It may include careful selection of drinks in soda machines that do not contain dyes, which can permanently stain the nylon face yarns and it may include the strategic placement of additional trash receptacles.

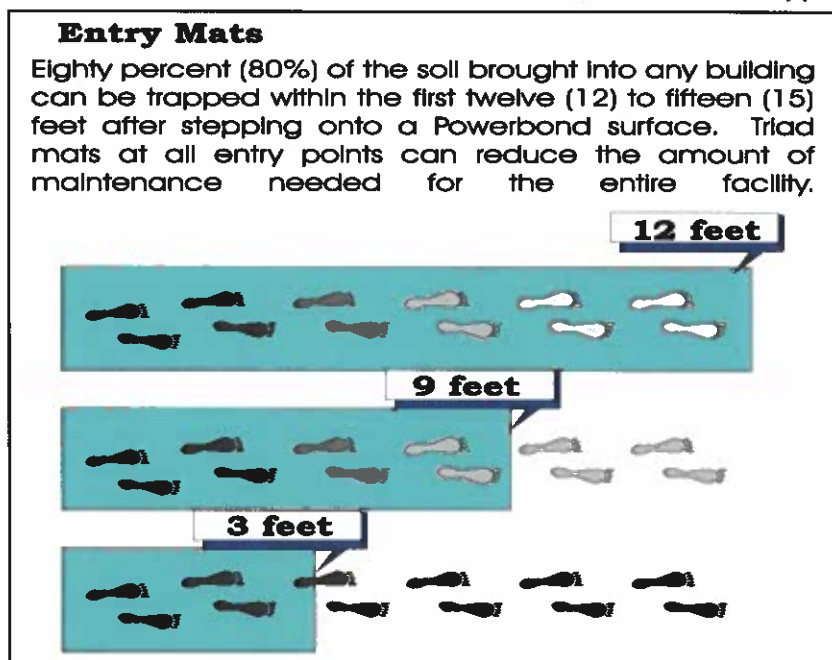
One of the most important, yet most often overlooked, preventive maintenance method is the use of transition/entrance matting systems. Up to 90% of the soil load is caused by soil tracked in from outside areas. Entrance matting is an essential part of the CARE maintenance program. The proper use of matting systems can reduce a significant amount of tracked-in soil. Matting systems should be used at all facility entrances and transition points adjoining hard surface flooring.

All matting must be kept clean to make sure they do not become a source of soil. Ideally, a duplicate set of free lay mats should be provided for all areas. Matting systems should be thoroughly vacuumed or changed weekly to ensure a clean mat is in use at all times. Entrance mats should provide at least eight to twelve footfalls of coverage.

Tandus has developed and recommends the Triad® matting system which utilizes a three-tier soil removal process to reduce soil tracked into a facility.

- Tier ONE Exterior Triad® mats- Placed at outside entrances as the initial protection from tracked-in soil. The scraping action of this mat removes excess soil and moisture from foot traffic
- Tier TWO Foyer Triad® Mats- Placed in the vestibule of an entryway. This mat features a brushing action to remove soil and moisture. Foyer mats also may be used as exterior mats.
- Tier THREE Interior Triad® mats- Placed in interior areas adjacent to entryways and other areas exposed to heavy walk-in traffic. This mat offers unique aesthetic appeal, while completing the three-tier soil removal process.

Cleaning: Triad mats are cleaned using the maintenance procedures detailed in this publication includes daily vacuuming and weekly cleaning. Once these mats become filled with soil they then become an additional source for soil. Make sure the mat is dry prior to use.



Daily Maintenance:

Daily maintenance activities include vacuuming and spot removal. These activities are critical for the success of the maintenance plan. Without an adequate plan for these activities, facility appearance will quickly deteriorate to an unacceptable level and the aesthetic value of the modular carpet will be substantially shortened.

Effective, well-functioning equipment is required for successful daily maintenance. The size and type of equipment will be determined by the requirements of the job. As an example, a wide area vacuum cleaner may be necessary for facilities with large, open areas that must be cleaned on a daily basis. A modular office may require smaller vacuum cleaners in order to clean in tight spaces.

A note on equipment care: Like any tool, keeping cleaning equipment in top working order enhances cleaning results, lowers carpet maintenance costs by extending equipment life and limits staff downtime due to equipment failure. Follow equipment manufacturer recommendations for equipment care. For vacuum cleaners, replace nylon brushes at the first sign of wear. Empty vacuum bags when they become one third to one half full to improve soil removal results. Use only original equipment manufacturer parts for consistent performance results.

Vacuum cleaners should remove adequate soil without introducing substantial particles into the air and without damaging pile yarn. It is impossible to evaluate vacuum cleaner performance based on equipment specifications alone.

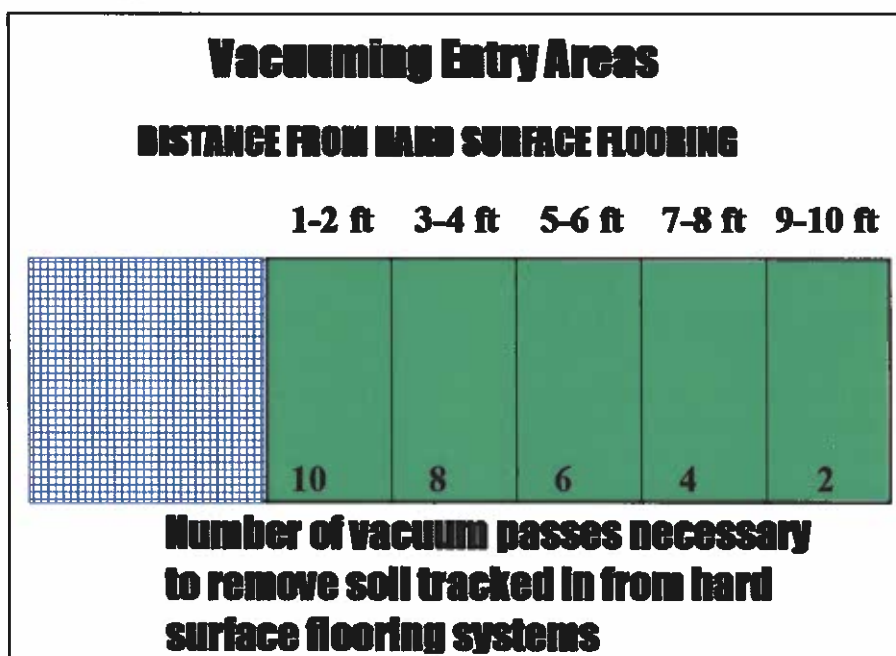
Vacuuming :

Vacuuming is the single, most important maintenance activity for modular carpet, so proper vacuuming and vacuum cleaner selection is given a high priority in the CARE maintenance program. Approximately 74%-86% of the soil deposited into carpet is dry particulate soil and may be easily removed with proper vacuuming. Dry soil can abrade and permanently damage pile yarn. Effective dry soil removal can be managed through a continuing planned maintenance program. While vacuuming alone WILL NOT keep textile floor coverings completely clean, vacuuming will remove dry (insoluble) soil that cannot be removed through regular wet extraction cleaning.

Vacuuming must play a significant part in a planned maintenance program. Cubicle spaces, Track-off areas, heavy traffic areas and entry mats should be maintained at least once **daily** using an approved vacuum. For improved indoor air quality, the vacuum should offer high efficiency filtration and should be Carpet & Rug Institute Vacuum – Green Label, Seal Of Approval Certified (www.carpet-rug.org).

A note on backpack vacuums: Backpack vacuums may be used in conjunction with an upright vacuum. These units may be used for daily vacuuming, as they have shown to provide even greater dry soil removal than upright units when used on structured backed product, such as modular tiles.

- Entry areas and areas adjoining hard surface flooring materials should receive a larger share of maintenance emphasis than other heavily trafficked areas within the facility. If an adequate job of entry maintenance is performed, dry soil can be limited to the first 12-15 feet after stepping onto the modular tiles. If dry soil can be restricted to these areas, interior maintenance can be redirected to remove surface litter only, rather than spending an inordinate amount of time in trying to remove embedded dry soil. This translates to vacuuming less square footage on a daily basis, thus reducing labor costs. It will not be necessary to vacuum every square foot each day, if entries can be maintained properly.



Spot Removal:

Spot Removal should take place on a daily basis. Each facility should plan to purchase a spot removal extractor. One of the most effective maintenance tools to be introduced in the past few years is the spot removal extractor. These 1-2 gallon portable extractors are lightweight and are available for quick removal of spot and spills. Spot removal, if performed on a daily basis, can be performed with minimal effort.



As an all-purpose spotter, Tandus recommends SYON-5 for the majority of the spills encountered on a daily basis. SYON-5 should be applied directly to the spill and agitated slightly. Extract the solution after 5-6 minutes of dwell time using fresh hot water only. Spills should be addressed as soon as they occur. The sooner removal can be attempted, the higher the probability of complete spill removal. SYON-5 can be purchased from your local Tandus Account Executive.

The following products will be helpful in removing many spots and spills:

SYON-5

Product patented and distributed by Tandus.
May be used as the first solution for all spills.
Especially effective on Water Soluble food and beverage spills.
Dilution ratio is: Undiluted; up to 1 part: 10 parts of hot tap water.

Hot Water Rinse	Used to rinse detergent residues to limit re-soil potential. Use only cold water on blood spills to prevent setting the stain. Hot water should be utilized in every other situation.
Crystal Clear or iCapsol Encapsulator	Good for water-based spills. May be used instead of SYON-5 is no fragrance is desired and no deodorization is needed.
SAF T SOLV	Bane-Clene product (800.428.9512) Non-Flammable, volatile, dry solvent. Can be used on many oil-based spills, as well as ink, gum and other solvent soluble contaminants.
Acetone	Breaks down adhesives, seam sealer etc. Use 'Caution' and follow label directions for proper use.
Spray n' Go	Chemspec product (800.428.9512) An oxidizing bleach. Works on many permanent stains by removing color from the staining agent. <u>Never use Clorox or any chlorinated bleach that will remove color from the nylon face yarn.</u> Simply dilute Spray n' Go; apply to the area and leave. Solution weakens after a few hours so do not premix more than is needed for immediate use.
Acid Rinse	Use white vinegar or a commercially available extraction rinse solution. This removes some yellowing and neutralizes many high pH detergent residues to limit re-soil propensity.

Common Cleaning Suggestions:

There are no standard frequencies that can be suggested for all facilities. Periodic cleaning is dependent upon soiling levels, traffic levels, and the quality of daily maintenance. Due to this fact, some areas may require cleaning on a weekly basis, while other areas only may require cleaning on a yearly basis.

Proper planning will help identify those areas that require more frequent cleaning. The objective should be to limit soiling to smaller areas, before they spread, rather than cleaning the entire facility. It is less costly to clean a 90 square foot entry area on a weekly basis, rather than clean a 2000 square foot outer office quarterly. This should be accomplished by trial and error, with continuous monitoring. The following are areas that are the first to become heavily soiled. These areas are where the bulk of interior soil originates.

- Entry areas – any outside entry. Asphalt sealer, dry from sidewalks, grass clippings, oily soil. These soils accumulate in entries and slowly spread deeper with the building.
- Areas adjoining hard floors- also called transition areas, these areas occur as a result of the failure to properly maintain hard floors. Even hard floors that are superbly maintained allow

finishes to be tracked to the modular tiles. Restrooms, kitchen and break areas, and tile common areas all contribute to soiling. Cleaning these areas before the traffic pattern begins to spread will lighten the maintenance load.

- Break areas- the majority of spills can be found in these areas. Spills transfer to the soles of shoes and spread throughout the facility. Shoes require about 8 steps to be adequately cleaned. This translates to about 18 linear feet.
- Soda Machines and coffee makers- areas next to refreshment areas should be monitored frequently for spills and should be cleaned semi-monthly (every other week), and before spots/ spills becomes apparent.
- Around the desks of the “neatness challenged”- Cleaning staff usually can identify the offices of those employees who seem to have difficulty in reducing spills in their areas. These areas may require more frequent inspection and more frequent spot cleaning.
- Areas of concentrated traffic- these are areas where traffic funnels to a concentrated area.
- Elevators- modular tile allows for easy removal, cleaning and replacement, as needed, if elevators cannot be maintained frequently
- Stairs- because of increased force exertion, soil from shoes is deposited more quickly and more deeply than in other areas.

Color Fading/Yellowing:

Some cleaning agents may affect dyes causing a gradual loss of color over an extended period. Optical brighteners should NEVER be used on any Tandus product. Optical brighteners can cause permanent yellowing or discoloration, and the use of any cleaning solution containing optical brighteners will adversely affect warranty coverage.

Loss of Color in small areas:

Color loss in limited areas typically may be attributed to bleaching or oxidizing agents used in facility. Some bleaching agents may be latent intruders, such as acne medications, that require several months, with heat and moisture to be activated. Others may affect dyes immediately. Typically, these color changes are permanent and cannot be reversed.

Rotary Shampooing/Bonnet Cleaning:

Is never to be used on Tandus products. As an alternative, PLEASE implement a dual cylindrical brush agitation machine. There are a few Tandus Approved machines: Windsor Industries “iCapsol Mini”; XL North/ Grab Carpet Cleaning System’s “XLerator”, Carpet Cleaner America’s “Dri-Star & Renovator” and North American Cleaning Equipment “Duplex Hydrowasher”.

The rotary action does not allow for sufficient cooling from the friction and potential yarn abrasion and permanent pile fiber distortion typically results.

Periodic Cleaning:

Tandus products provide end- users with a high performance, easily maintainable flooring options. An organized, fully implemented maintenance plan will ensure many years of

performance from Tandus products and will reduce product lifecycle costs to make them one of the most affordable flooring options available.

For enhanced performance of your new installation, Tandus has evaluated most methods of periodic cleaning, and has selected the optimum cleaning systems. Based on numerous scientific evaluations involving field and laboratory investigations, Tandus suggests the use of both Low Moisture and Hot Water Extraction systems for the maintenance of all of our products.

While there is no standardized cleaning frequency for all facilities, Tandus recommends regularly scheduled primary maintenance cleaning, before the flooring appears soiled. Some areas will require daily attention, while limited-use areas only may require a yearly extraction. Ultimately, localized use, soiling conditions, the quality of daily maintenance and appearance retention inspections will determine the frequency of primary maintenance cleaning.

The following should be considered when cleaning any Tandus products:

1. Operate heating, ventilation, and air-conditioning (HVAC) system during, and for at least 24 hours following, periodic cleaning with Hot Water Extraction.
2. Utilize air movers, in conjunction with HVAC operation, to expedite drying.
3. Limit traffic on damp modular tiles to limit soil tracking and soil wicking.
4. NEVER use any cleaning product that contains optical brighteners or bleaching agents.
5. Select cleaning products with a pH range of 4 - 9.
6. Select cleaning products that do not leave oily or sticky residues. Evaluate residue by diluting and pouring the solution into a pie plate. Place the pie plate in direct sunlight and allow evaporation. Evaluate residue for oily or sticky consistency.
7. Always keep Material Safety Data Sheets (MSDS) available during cleaning.
8. Always read and comply with label instructions of the detergent formulator.

Following is the recommended periodic cleaning procedure for the maintenance for our products:

- Vacuum the area to be cleaned, taking the required time and effort to remove as much dry particulate (insoluble soil) as possible. Hot Water Extraction (HWE) is performed to remove water-soluble soil, which cannot easily be removed with daily vacuuming. Surfactants, used in the cleaning process, attempt to emulsify these non-water soluble particulates, thus increasing cleaning efficacy.
- Following thorough vacuuming, apply a slightly alkaline prespray surfactant or SYON-5 directly to the pile fiber. Most surfactants require 8-10 minutes of dwell time to enable emulsification and saponification of the contaminants.
- Agitate the area with a pile brush or cylindrical brush agitation, such as the iCapsol Mini/ ProCaps by Windsor/ Prochem OR the XLerator (XL North). NEVER USE A ROTARY BONNET or ROTARY BRUSH for mechanical agitation. Cylindrical agitation will assist the surfactant solution in lifting soil from the pile fiber and pile lifting of the face yarn.

- Extract the surfactant solution and attached soil particles using an extractor with fresh water only. Do not use a detergent solution in the rinse tank. The use of an Extraction Rinse/ Acidic Rinse is suggested.
- After thoroughly rinsing, continue to extract the area using “dry” strokes (no water injection) until suitable moisture removal is attained. Under no circumstance should any textile flooring product be allowed to remain wet for more than 8 hours.

Other considerations:

Soiling that reoccurs more than 24 hours following cleaning often may be attributed to detergent residues that were not adequately rinsed. Evaluate detergency by pouring water onto pile fiber and briskly agitating with a spotting brush. Look for foaming or other signs of detergent residue. If detergent is present, continue to extract these areas until detergent is thoroughly rinsed. In severe situations, an acid rinse may be applied as a pre-spray or added to the extractor rinse tank to neutralize detergent residues. In severe situations, or in areas of Salt and Ice Melt Compound utilization, an acidic, extraction rinse may be applied as a pre-spray and added to the extractor rinse tank to neutralize high pH residues.

Some primary cleaning methods, such as the Windsor iCapsol System; Racine Industries HOST System, the milliCare System and carpet Cleaner America have been proven effective in maintaining desired appearance levels and improving the quality of overall aesthetic value of all Tandus products. These methods may be used to extend the time between wet extractions.

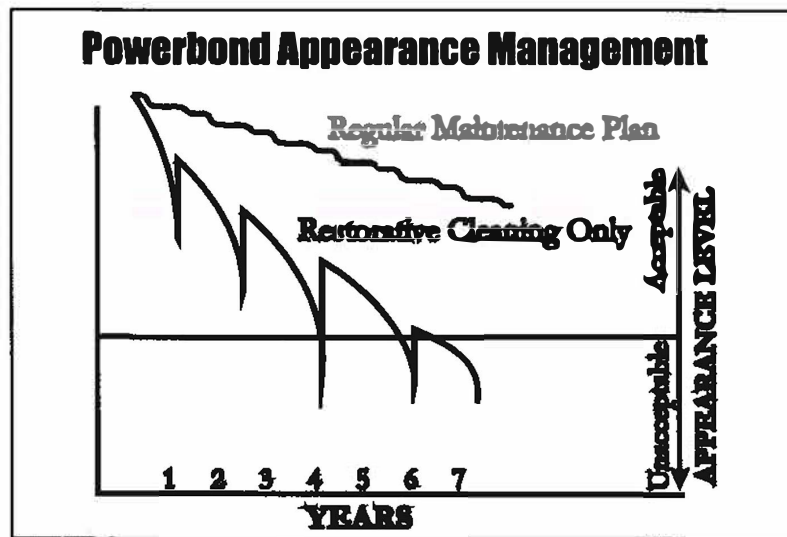
For additional information, please visit: www.tandus.com/maintenance or www.carpet-rug.org.

POWERBOND MAINTENANCE CARE PROCEDURES

The following CARE recommendations should be implemented prior to, or immediately after the installation of Powerbond.

Use and traffic patterns in a facility can vary greatly; therefore, a planned maintenance program must be designed in each facility. In addition to this initial planning, the maintenance program must be reviewed on a regular basis to adjust for changing traffic and use patterns. All carpet installations require a properly designed and implemented maintenance system to maximize appearance retention.

Some areas may require a yearly cleaning, while other areas may require cleaning on a weekly basis. The ultimate goal is maintain a high appearance level in all areas at all times and thus extend Powerbond life. This objective is obtained by eliminating the soiled/cleaned, soiled/cleaned cycle as expressed in the illustration below.



A total maintenance package must be initiated to supplement cleaning in order to assure customer satisfaction of the product. Deep or Restorative Cleaning typically occurs as a result of the failure to maintain any textile flooring selection. In essence, the better the maintenance plan, the reduced need for deep cleaning and the longer the lifecycle for Powerbond. Following are recommendations for a complete maintenance package. Keep in mind, that frequencies may vary depending upon the diligence of the maintenance program and the inclusion of these essential support tools.

Developing the Plan:

This CARE maintenance program is based on both Low Moisture Primary Maintenance and Hot Water Extraction methods using minimal cleaning agents. Product construction, color selection, entry mats, daily vacuuming, spot removal, regular cleaning, and product repair are all integral considerations of this CARE program. Implementing a strategic plan is an essential step in developing and maintaining a successful CARE program. Maintenance is a process of soil removal designed to retain carpet appearance. Soiling is a cumulative process that can easily be controlled by vacuuming and soil localization. A facility diagram assists the plan by identifying areas of soiling before they become excessively soiled.

An effective plan includes color-coding a floor plan identifying areas of extreme, heavy, medium and light traffic areas; spot prone areas, and other areas that may require additional maintenance and cleaning attention. The color-coded diagram of the facility will assist in scheduling where to clean and how often.

The facility diagram also can be useful in selecting the cleaning method and proper equipment to perform the required tasks in each area. For example, entry areas may require daily vacuuming, weekly pile lifting and monthly cleaning; whereas, break areas may require a hand-held, spot removal extractor for frequent spot removal. Additionally, the plan can be useful in identifying where to place entry mats.

Each maintenance staff member should be provided with a copy of the plan. The floor plan also may be used to identify newly developed tasks that occur during the course of the business day.

Preventive Maintenance:

Preventive maintenance is the most cost-effective maintenance activity that takes place. These activities include any active or passive activity designed to eliminate soil before it reaches Powerbond. It may include careful selection of drinks in soda machines that do not contain dyes, which can permanently stain Powerbond and it may include the strategic placement of additional trash receptacles.

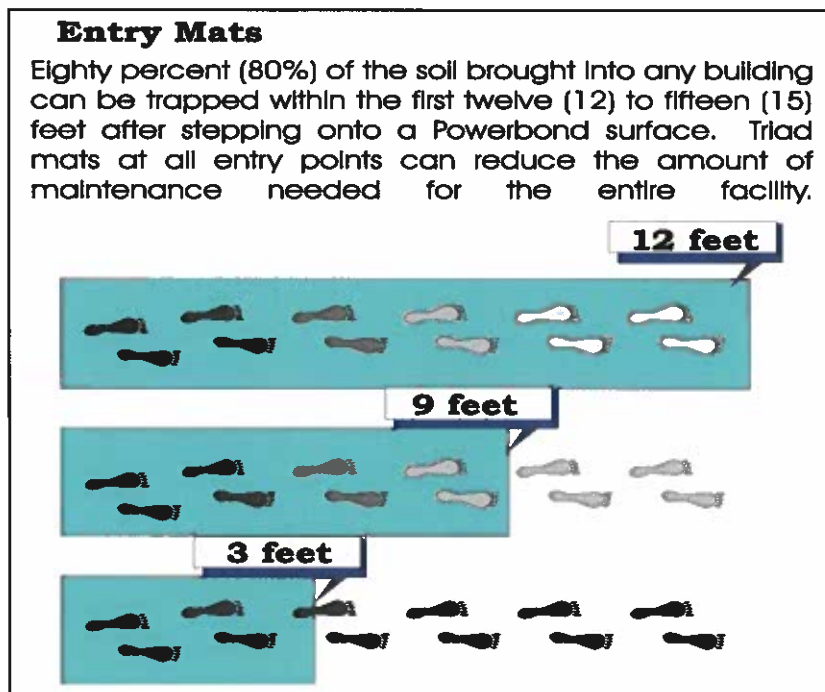
One of the most important, yet most often overlooked, preventive maintenance method is the use of transition/entrance matting systems. Up to 90% of the soil load is caused by soil tracked in from outside areas. Transition mats are an essential part of the CARE maintenance program. The proper use of transition mats can reduce a significant amount of tracked-in soil. Transition mats or entry mats should be used at all facility entrances and transition points adjoining hard surface flooring.

Entry mats must be kept clean to make sure they do not become a source of soil. Ideally, a duplicate set of mats should be provided for all areas. Mats should be thoroughly vacuumed or changed weekly to ensure a clean mat is in use at all times. Entry mats should provide at least eight to twelve footsteps of coverage.

Tandus has developed and recommends the Triad® matting system which utilizes a three-tier soil removal process to reduce soil tracked into a facility.

- Tier ONE Exterior Triad® mats- Placed at outside entrances as the initial protection from tracked-in soil. The scraping action of this mat removes excess soil and moisture from foot traffic
- Tier TWO Foyer Triad® Mats- Placed in the vestibule of an entryway. This mat features a brushing action to remove soil and moisture. Foyer mats also may be used as exterior mats.
- Tier THREE Interior Triad® mats- Placed in interior areas adjacent to entryways and other areas exposed to heavy walk-in traffic. This mat offers unique aesthetic appeal, while completing the three-tier soil removal process.

Cleaning: Triad mats are cleaned using the maintenance procedures detailed in this publication includes daily vacuuming and weekly cleaning. Once these mats become filled with soil they then become an additional source for soil. Make sure the mat is dry prior to use.



Daily Maintenance:

Daily maintenance activities include vacuuming and spot removal. These activities are critical for the success of the maintenance plan. Without an adequate plan for these activities, facility appearance will quickly deteriorate to an unacceptable level and the aesthetic value of the Powerbond will be substantially shortened.

Effective, well-functioning equipment is required for successful daily maintenance. The size and type of equipment will be determined by the requirements of the job. As an example, a wide area vacuum cleaner may be necessary for facilities with large, open areas that must be cleaned on a daily basis. A modular office may require smaller vacuum cleaners in order to clean in tight spaces.

A note on equipment care: Like any tool, keeping cleaning equipment in top working order enhances cleaning results, lowers carpet maintenance costs by extending equipment life, and limits staff downtime due to equipment failure. Follow equipment manufacturer recommendations for equipment care. For vacuum cleaners, replace nylon brushes at the first sign of wear. Empty vacuum bags when they become half full to improve soil removal results. Use only original equipment manufacturer parts for consistent performance results.

Vacuum cleaners should remove adequate soil without introducing substantial particles into the air and without damaging pile yarn. It is impossible to evaluate vacuum cleaner performance based on equipment specifications alone.

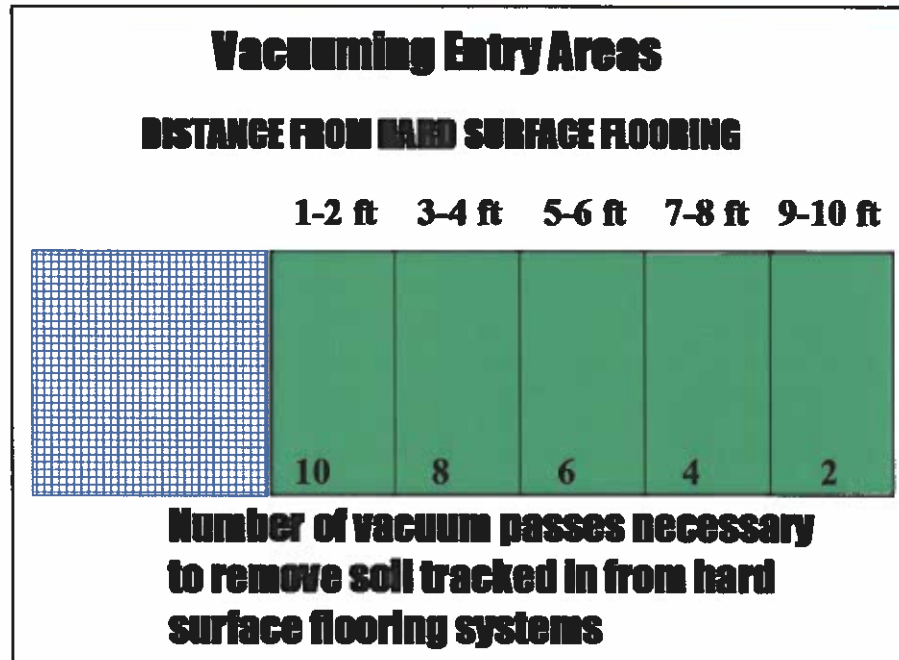
Vacuuming:

Vacuuming is the single, most important maintenance activity for Powerbond®, so proper vacuuming and vacuum cleaner selection is given a high priority in the CARE maintenance program. Approximately 75%-85% of the soil deposited into carpet is dry soil and may be removed with proper vacuuming. Dry soil can abrade and permanently damage pile yarn. Effective dry soil removal can be managed through a continuing planned maintenance program. While vacuuming alone WILL NOT keep carpet ‘completely’ clean, vacuuming will remove dry (insoluble) soil that cannot be removed through regular wet extraction cleaning.

Vacuuming must play a significant part in a planned maintenance program. Cubicle areas, Track-off areas, heavy traffic areas and entry mats should be maintained at least once **daily** using an approved vacuum. For improved indoor air quality, the vacuum should offer high efficiency filtration and should be Carpet & Rug Institute Seal Of Approval Certified (www.carpet-rug.org).

A note on backpack vacuums: Backpack vacuums may be used in conjunction with an upright vacuum. These units may be used for daily vacuuming, as they have shown to provide greater dry soil removal than upright units when used on Powerbond.

- Entry areas and areas adjoining hard surface flooring materials should receive a larger share of maintenance emphasis than other heavily trafficked areas within the facility. If an adequate job of entry maintenance is performed, dry soil can be limited to the first 12-15 feet after stepping onto Powerbond. If dry soil can be restricted to these areas, interior maintenance can be redirected to remove surface litter only, rather than spending an inordinate amount of time in trying to remove embedded dry soil. This translates to vacuuming less square footage on a daily basis, thus reducing labor costs. It will not be necessary to vacuum every square foot each day, if entries can be maintained properly.



Spot Removal:

Spot Removal should take place on a daily basis. Each facility should plan to purchase a spot removal extractor. One of the most effective maintenance tools to be introduced in the past few years is the spot removal extractor.



These 1-2 gallon portable extractors are lightweight and are available for quick removal of spot and spills. Spot removal, if performed on a daily basis, can be performed with minimal effort.

As an all-purpose spotter, Tandus recommends SYON-5 for the majority of the spills encountered on a daily basis. SYON-5 should be applied directly to the spill and agitated slightly. Extract the solution after 5-6 minutes of dwell time using fresh hot water only. Spills should be addressed as soon as they occur. The sooner removal can be attempted, the higher the probability of complete spill removal. SYON-5 can be purchased from your local Tandus Account Executives.

The following products will be helpful in removing many spots and spills:

SYON-5	Product patented and distributed by Tandus. May be used as the first solution for <u>all</u> spills. Especially effective on food and beverage spills. Dilution ratio is: Undiluted; up to 1 part: 10 parts of hot tap water.
Hot Water Rinse	Used to rinse detergent residues to limit re-soil potential. Use only cold water on blood spills to prevent setting the stain. Hot water should be utilized in every other situation.
Red Carpet/iCapsol	Good for water-based spills. May be used instead of SYON-5, if no fragrance is desired and no deodorization is needed.
SAF T SOLV	Bane-Clene product (800.428.9512) Non-Flammable, Volatile Dry Solvent May be used on many oil-based spills, as well as ink, gum and other solvent soluble contaminants.
Acetone	Breaks down adhesives, seam sealer etc. Use Caution and follow label directions for proper use.
Spray n' Go	Chemspec product (800.428.9512) An oxidizing bleach. It works on many permanent stains by removing color from the staining agent. <u>Never use Clorox, or any chlorinated bleach, that will remove Powerbond color.</u> Simply dilute Spray n' Go; apply to the area and vacuum up dried residue.
Acid Rinse solution.	Use white vinegar or a commercially available acidic/ extraction rinse This removes some yellowing and neutralizes many high pH detergent residues to limit re-soil propensity.

Common Powerbond Cleaning Suggestions:

There are no standard frequencies that can be suggested for all facilities. Periodic cleaning is dependent upon soiling levels, traffic levels, and the quality of daily maintenance. Due to this fact, some areas may require cleaning on a weekly basis, while other areas only may require cleaning on a yearly basis.

Proper planning will help identify those areas that require more frequent cleaning. The objective should be to limit soiling to smaller areas, before they spread, rather than cleaning the entire facility. It is less costly to clean a 90 square foot entry area on a weekly basis, rather than clean a 2000 square foot outer office quarterly. This should be accomplished by trial and error, with

continuous monitoring. The following are areas that are the first to become heavily soiled. These areas are where the bulk of interior soil originates.

- Entry areas – any outside entry. Asphalt sealer, dry from sidewalks, grass clippings, oily soil. These soils accumulate in entries and slowly spread deeper with the building.
- Areas adjoining hard floors- also called transition areas, these areas occur as a result of the failure to properly maintain hard floors. Even hard floors that are superbly maintained allow finishes to be tracked to the Powerbond where it localizes. Restrooms, kitchen and break areas, and tile common areas all contribute to Powerbond soiling. Cleaning these areas before the traffic pattern begins to spread will lighten the maintenance load.
- Break areas- the majority of spills can be found in these areas. Spills transfer to the soles of shoes and spread throughout the facility. Shoes require about 6 steps to be adequately cleaned by Powerbond. This can translate to about 18 linear feet.
- Soda Machines and coffee makers- areas next to refreshment areas should be monitored frequently for spills and should be cleaned semi-monthly (every other week), before spots and spills become apparent.
- Around the desks of the “neatness challenged”- Cleaning staff usually can identify the offices of those employees who seem to have difficulty in reducing spills in their areas. These areas may require more frequent inspection and more frequent cleaning.
- Areas of concentrated traffic- these are areas where traffic funnels to a concentrated area.
- Elevators- Powerbond RS allows for removal, cleaning and replacement as needed, if elevators cannot be maintained frequently.
- Stairs- because of increased force exertion, soil from shoes is deposited more quickly and more deeply than in other areas.

Common Cleaning Challenges:

Inability to remove spots- Powerbond offers the finest soil and stain retardant treatments available, but no material known to man is stain-proof. In addition, there is not a single spot removal product that can be used universally to remove all spots.

Optical Brighteners-Optical brighteners should NOT be used on any Tandus products.

Rotary Shampooing/Bonnet Cleaning-

Is never to be used on Tandus products. As an alternative, PLEASE implement a dual cylindrical brush agitation machine. There are a couple of Tandus Approved machines: Windsor Industries “iCapsol Mini”; Windsor/ Karcher’s iCapsol Mini, XL North/ Grab Carpet Cleaning System’s XLERator, Carpet Cleaner America’s Dri-Star & Renovator and North American Cleaning Equipment “Duplex Hydrowasher”. The rotary action does not allow for sufficient cooling from the friction and potential yarn abrasion and permanent pile fiber distortion typically results.

Periodic Cleaning:

Tandus’s Powerbond product provides end- users with a high performance, easily maintainable flooring option. An organized, fully implemented maintenance plan will ensure many years of

performance from Powerbond products and will reduce product lifecycle costs to make them one of the most affordable floor covering options available.

For enhanced performance of your new installation, Tandus has evaluated most methods of periodic cleaning, and has selected the optimum cleaning system for Powerbond products. Based on numerous scientific evaluations involving field and laboratory investigations, Tandus recommends the use of both Low Moisture and Hot Water Extraction systems for the maintenance of all Tandus products. While there is no standardized cleaning frequency for all facilities, Tandus recommends regularly scheduled primary maintenance cleaning, before the Powerbond 'appear' soiled. Some areas will require daily attention, while limited-use areas only may require a yearly extraction. Ultimately, localized use, soiling conditions, the quality of daily maintenance and appearance retention inspections will determine the frequency of primary maintenance cleaning.

The following should be considered when cleaning any Tandus products:

1. Operate heating, ventilation, and air-conditioning (HVAC) system during, and for at least 24 hours following, periodic cleaning with Hot Water Extraction.
2. Utilize air movers, in conjunction with HVAC operation, to expedite drying.
3. Limit traffic on wet Powerbond to limit soil tracking and soil wicking.
4. NEVER use any cleaning product that contains optical brighteners or bleaching agents.
5. Select cleaning products with a pH range between 4 - 9.
6. Select cleaning products that do not leave oily or sticky residues. Evaluate residue by diluting and pouring the solution into a pie plate. Place the pie plate in direct sunlight and allow evaporation. Evaluate residue for oily or sticky consistency.
7. Always keep Material Safety Data Sheets (MSDS) available during cleaning.
8. Always read and comply with label instructions of the detergent formulator.

Following is the recommended periodic cleaning procedure for the maintenance of Powerbond products:

- Vacuum the area to be cleaned, taking the required time and effort to remove as much dry particulate (insoluble soil) as possible. Hot Water Extraction (HWE) is performed to remove water-soluble soil, which cannot easily be removed with daily vacuuming. Surfactants, used in the cleaning process, attempt to emulsify these non-water soluble particulates, thus increasing cleaning efficacy.
- Following thorough vacuuming, apply a slightly alkaline pre-spray surfactant or SYON-5 directly to the pile fiber. Most surfactants require 8-10 minutes of dwell time to enable emulsification and saponification of the contaminants.
- Agitate the area with a pile brush or cylindrical brush agitation, such as the Freestyle or Libertor (Racine Industries), iCapsol Mini (Windsor Industries/ Karcher), or the dri-Star & renovator (Carpet Cleaner America). NEVER USE A ROTARY BONNET or ROTARY BRUSH for mechanical agitation. Cylindrical agitation will assist the surfactant solution in lifting soil from the pile fiber and pile lifting.

- Extract the surfactant solution and attached soil particles using an extractor with fresh water only. Do not use a detergent solution in the rinse tank. It is suggested that an Acidic/ Extraction Rinse be utilized in areas where Salt or Ice Melt Compounds have been used. The Extraction Rinse may be pre-sprayed and added into the rinse tank of the extractor.
- After thoroughly rinsing, continue to extract the area using “dry” strokes (no water injection) until suitable moisture removal is attained. Under no circumstance should any Powerbond product be allowed to remain wet for more than 8 hours.

Other considerations:

Soiling that reoccurs more than 24 hours following cleaning often may be attributed to detergent residues that were not adequately rinsed. Evaluate detergency by pouring water onto pile fiber and briskly agitating with a spotting brush. Look for foaming or other signs of detergent residue. If detergent is present, continue to extract these areas until detergent is thoroughly rinsed. In severe situations, an acid rinse may be applied as a pre-spray or added to the extractor rinse tank to neutralize detergent residues. In severe situations, an acid rinse may be applied as a pre-spray or added to the extractor rinse tank to neutralize detergent residues.

Some primary cleaning methods, such as the Windsor iCapsol System; Racine Industries HOST System, the milliCare System and Carpet Cleaner America have been proven effective in maintaining desired appearance levels and improving the quality of overall aesthetic value of all Tandus products. These methods may be used to extend the time between extractions.

For additional information, please visit: www.tandus.com/maintenance or www.carpet-rug.org

**TRIAD MATTING CARE & MAINTENANCE PROCEDURES
(Abrasive Action, Geo Tile, Maxim and Meridian Mats)*****Preventative Maintenance Plan:***

Adequate (8-12 footfalls) entry matting is highly recommended in all facilities to localize soils, as well as to prevent soil migration into the facility.

It is essential for an effective, planned maintenance program to include continual visual assessment/ inspection based on customer aesthetic expectations, with cleaning occurring prior to visible aesthetic degradation of the textile floor covering. The frequencies of vacuuming and cleaning should be scheduled regularly, and are subject to modification as the variables: soil load, soil type, traffic count, traffic flow and desired appearance level require.

Please refer to the Carpet & Rug Institute Seal Of Approval Certification program for Equipment, Cleaning Solutions, and Deep Cleaning Systems for selection of acceptable cleaning materials for use on any Tandus product. The website is: www.carpet-rug.org.

Vacuuming:

- Vacuum all Triad Mat Systems with 2-4 cycles (4-8 strokes) utilizing a vacuum cleaner/ pile lifter, daily or more frequently as necessary, to prevent accumulation of particulate contamination.

Spot Cleaning:

- Spot clean any gum, tar, oil, etc. with a non-flammable, Dry Volatile Solvent, such as: SAF T SOLV (Bane-Clene), daily or as necessary, to prevent staining & soil migration.

Deep Cleaning/ Soil Extraction:

- After completion of the vacuuming and spot cleaning procedures, implement a planned, scheduled cleaning program based on the need to prevent soil overload and decreased performance of the matting system's primary function of soil localization/ removal at the entry ways of the facility. NOTE: the frequency requirements may range from daily to monthly, depending on weather conditions, traffic count, traffic flow, outdoor campus maintenance, type of tracked in soils/ contaminants, etc.
- Pre-Spray the affected entry area with a prespray such as: SYON-5 (Tandus Flooring) –OR- iCapsol/ Red Carpet (Windsor Industries/ Karcher) diluted according to manufacturers recommendations -OR- apply HOST SJ ExtractorSponges –OR- the XL North-Grab Carpet Cleaning System to chemically clean the surface.
- Physically agitate the area to be cleaned utilizing a dual cylindrical brush device such as: HOST Liberator/ FreeStyle ExtractorVac (Racine Industries), iCapsol Mini (Windsor Industries/ Karcher), the XLerator (XL North/ Grab Carpet Cleaning System), or the Dri-Star or Renovator (Carpet Cleaner America) to loosen soil load and release contamination. Allow a minimum of 8-12 minutes for adequate dwell time, if Hot Water Extraction will follow. Dwell time is not applicable to the HOST System.
- Extract the area with slow, deliberate, perpendicular strokes, in the effort to achieve maximum soil & moisture recovery.
- Utilize high velocity air movers, or dehumidifiers, to expedite the drying process. An exhaust fan in an enclosed portico, or other entry points, will reduce likelihood of offensive odors from lack of fresh air exchange/ air movement.