

EXHIBIT C STATEMENT OF WORK

It is impossible to indicate every surface in every room of every building that requires janitorial service, but the following tasks and frequencies listed herein and in Exhibit D indicate most of them. This information is intended to inform the janitorial contractor that nothing less than full-service janitorial will be accepted. This Exhibit C will be incorporated into the contract resulting from this solicitation.

The successful bidder will be required to service all Court locations indicated within the RFP. Each building will be listed in a separate line on the monthly statement addressed to the main courthouse.

Contractor must certify to the Court that each of its personnel assigned to this contract has passed a complete background investigation conducted by Contractor and do not have any felony convictions. Clearance by the Court is at the discretion of the Court. Additionally, all employees of the vendor shall pass a drug screening, be bondable and receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial service prior to being placed on the Courts' account. Costs related to employee drug testing, Live scans, and ID badges, will be borne by the Contractor.

1. TRANSITION

- A. Upon award of the contract, the contractor shall work with the Court and any other organizations designated by the court to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services.
- B. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Court to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Court. If requested by the Court, the contractor shall provide and/or perform any or all of the following responsibilities:
 - i. The contractor shall deliver all records, documentation, reports, data, recommendations, etc., which were required to be produced under the terms of the contract to the Court and/or to the Court's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Court. **The Court will withhold all or a portion of the final payment until such documentation is provided.**
 - ii. Such assistance shall include completion of all Daily Requirements on the last effective day of the contract including restocking of all dispensers to normal limits.
- C. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Court, in order to ensure the completion of such service prior to the expiration of the contract.

2. RESPONSIBILITIES OF THE COURT

A. Access to Court Facilities

The Court shall provide access for the Contractor to the facilities that are to be serviced under the terms of this RFP. See section on **Security, Keys, and Alarms**.

B. Contract Administration/Management

The Court shall designate a Facilities Director who shall act on the behalf of the Court with respect to this Contract. The Facilities Director will oversee the work as it progresses as well as inspect materials which are used in the work. The Facilities Director shall have authority to require the Contractor to comply with all provisions of this Contract. The Facilities Director's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the Agreement.

The Facilities Director will initiate and conduct regular Contractor progress meetings and will coordinate Court's Agreement administrative functions. The Facilities Director is designated to approve Contractor statements, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The Facilities Director is not authorized to change any terms and conditions of this Agreement; any amendments must be made pursuant to the Court's Terms and Conditions.

The Facilities Director or designee will also provide hands-on, daily monitoring, quality control inspections, and oversight of the Contractor's performance and compliance with the terms of this Agreement, as well as handle any coordination and communication issues between the Contractor and building occupants.

The Facilities Director shall have the authority to stop the work pending a decision by the Court. The Court has the right, at any time, to stop defective work or to stop the entire work by the Contractor for Contractor's failure to comply with the rules and specifications of the contract.

The Court, under advisement by the Facilities Director, shall have the right to require the Contractor to remove at any time any employee of the Contractor who shall be assigned to this contract and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including Court rules and regulations and such person shall not again be assigned to this contract without written consent of the Court.

The Facilities Director may, at his/her discretion, and upon reviewing the requirements of the contract, cancel any and all services as specified within the contract due to negligence, incompetence, or failure to abide by the obligations within the contract.

C. Electricity, Lighting and Water

The Court will supply to the Contractor light, power, and water for the cleaning of the facilities under the terms of this contract.

D. Garbage and Recycling Service

The Court will provide designated spaces, bins, cans or locations where the vendor will deposit trash and recycled materials. Disposal of trash and recycled materials from these designated locations will be the responsibility of the Court. All trash and recycled materials shall remain the property of the Court until they are hauled away by the designated/authorized vendor.

E. Storage/Janitorial Closets

The Court shall provide space for Contractor's supplies and equipment. The Court shall not be responsible for the Contractor's supplies, materials or personal belongings that may be damaged, lost or stolen. The Contractor shall keep these storage areas organized and clean at all times. The Contractor shall provide the Court access to consumable supplies that may need to be replenished during the daytime shift when the Contractor is not on-site. Contractor will secure all tools, equipment and materials necessary for providing services and ensure that no tools, equipment, or materials are unsecured, especially in areas of the courthouse where inmates or criminal defendants appear or are detained.

3. RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall perform the work and provide the services in a good workmanlike manner and in accordance with the highest professional standards, at its own cost and expense. Contractor shall furnish all of the labor, technical, administrative, professional and all other personnel necessary or proper to perform and complete the work and provide the services required of this Agreement. Contractor shall furnish all equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by Court.

The contractor shall provide a dedicated core of individuals for each facility as many Court facilities and departments have special training requirements. **At a minimum, the contractor shall have adequate personnel to assign the same individuals to the assigned facility for one month at a time.** This provides continuity for Court for services in specific locations.

A. Communication

Regular communication between the Contractor and the Court is fundamental to the success of this relationship. The Contractor shall immediately notify the Facilities Director if there is any reason the Contractor would be unable to fulfill any requirement of the contract. Contractor shall attend and actively participate in all meetings scheduled by the Court

Contractor's Response Time

The Contractor shall maintain a 24-hour business phone and/or telephone answering service. Phone answering machines are not acceptable. Contractor shall also maintain an active e-mail account. Contractor shall respond to all phone or e-mail messages regarding

incomplete or defective work before the expiration of the next Court workday (8:00 a.m. to 5:00 p.m. Monday through Friday). Remedial work shall be completed within 24 hours after receiving Court's notification unless otherwise stated in this RFP. Contractor shall assure that it has a means (at all times) for contacting and being contacted by its employees who are deployed to various locations. Contractor shall provide a cell phone number to the Facilities Director and designee for emergencies.

B. Conduct

The Contractor is responsible for the conduct of their employees. Examples of required and prohibited conduct include:

The Contractor's personnel shall:

- Be restricted to work areas to which they are assigned.
- Take rest breaks only in pre-assigned areas.
- Conduct themselves in an orderly and safe manner.

The Contractor's personnel shall NOT:

- Loiter in the building.
- Smoke in Court facilities or within 25 feet of any exterior building entrance.
- Use any Court telephones, copy machines, or other equipment or supplies, regardless of the purpose.
- Touch or disturb personal items stored by Court employees in their offices and work areas, break rooms, refrigerators, etc.
- Possess, use, or be under the influence of alcohol or illegal drugs while on Court property.
- Engage in soliciting, gambling or any immoral or undesirable conduct on Court property.

C. Contractor's On-Site Representative and Staffing

The Contractor shall have a designated representative on-site during all shifts. If the primary assigned representative is absent, the Contractor shall provide a competent replacement who has the authority to carry out the terms and conditions of the Agreement.

One janitorial staff must be on site daily between the hours of 8:00 a.m. and 1:00 p.m. at the Santa Cruz Courthouse, and between the hours of 2:00 p.m. and 5:00 p.m. at the Watsonville Courthouse. Janitorial staff shall be available to respond to other sites as necessary between the hours of 8:00 a.m. and 5:00 p.m. For the other locations, an on-call supervisor shall be available daily, in addition to the regular janitorial personnel assigned to those locations. Each location shall have a daily janitorial service beginning at 5:00 p.m. unless business needs dictate a different schedule.

These on-call/roving personnel are essential to the success of the agreement; they play an important role in ensuring that emergencies are dealt with in a timely manner. In

addition, they can be used to supplement the duties of the night crew. Roving or on-call personnel may be redirected on any day or time to any Court facilities.

D. Damage Repair and Restoration

The Contractor shall repair and restore to its original condition any Court property damaged by his operations at no cost to the Court. Contractor shall be responsible for damage caused by his/her staff to personal property of Court employees. Damage or repair logs or incident reports shall be provided to the Facilities Director within 24 hours of the incident requiring repair.

E. Emergencies - Deployment of Janitorial Services during Declared Emergencies

In the event of a declared emergency, the Facilities Director shall notify the Contractor's representative to mobilize contractor's staff assigned to this Agreement to redeploy to designated facilities, as directed. It is understood that during a declared emergency, or a Court declared critical event identified facilities may be closed and may or may not require service during the event.

Other designated facilities may become emergency control centers and may require special measures, to include up to 24-hour services. Pricing for emergency services will be at the rate stated in the pricing schedule.

F. English Language Fluency

Supervisors must be fluent in English. Fluency will be defined as the ability to communicate (speak, read and understand) in English. The criteria shall be the individual's ability to comprehend the cleaning specifications of this contract and explain the application of these requirements.

G. Equipment

The Contractor shall provide and use only equipment that is suitable for a commercial cleaning environment. The contractor shall not use any equipment or products which may be injurious or damaging to the surfaces upon which they are to be applied. The Contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, carpet cleaning machines, vacuums, and any other equipment necessary. Equipment found to be defective, damaged or hazardous shall be removed from Court facilities.

Vacuums must be equipped with a proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

The contractor shall be assigned a closet(s) in the building(s) for storage of all janitorial equipment and products necessary for the cleaning the building. Contractor shall leave janitor closet clean, neat and orderly, this shall include all vacuum cleaners, mops, mop buckets, rolling carts, trash containers, dust mops and brooms, etc.

H. Organization Chart

The Contractor shall prepare, keep on file and furnish a copy to the Facilities Director an organization chart. The organization chart shall be updated whenever changes are made, with a copy sent to the Facilities Director, and shall show the assigned work area of each employee, by position and by scheduled hours of work.

I. Parking

The Court will provide parking spaces with passes or in designated spaces at Court locations.

J. Progress Meetings

The Facilities Director or designee will initiate periodic (monthly, at a minimum) meetings with the Contractor to review the Agreement performance. At these meetings the Facilities Director will apprise the Contractor how the Court views the Contractor's performance and the Contractor will apprise the Court of problems, if any, being experienced. The Contractor shall also notify the Facilities Director (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues.

K. Relief Staff for Absenteeism and Vacation

The Contractor shall provide relief personnel as necessary, and work overtime as required at no additional cost to the Court to ensure that the routine and periodic services are performed daily as required per the contract. In the event a staff member is absent, the Contractor must secure a qualified replacement **within 30 minutes of the employee's regularly scheduled shift start time** to prevent any interruption in service.

L. Safety

The Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202, and General Industry Safety Orders.

Illness and Injury Prevention Plan (IIPP) - Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The Contractor's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens," and Section 5194, "Hazard Communication." The Contractor's IIPP must be included in the Contractor's Written Plan of Operation, which must be submitted to the Facilities Director on or before the first contract progress meeting.

Asbestos Awareness Training - Contractor's staff working in designated Court facilities known to contain asbestos must have asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance and janitorial staff as set forth in Code 40 of the Federal Regulations (CFR) 763.92(a)(1). Documentation verifying the completion of Asbestos Awareness by Contractor's employees must be included in the Contractor's written Plan of Action, which must be submitted to the Facilities Director on or before the first contract progress meeting.

Safe Cleaning Processes and Procedures - The Contractor's staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The Contractor's staff shall provide and place appropriate warning signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.

Personal Protective Equipment (PPE) - The Contractor shall assure that staff utilizes all PPE as required by law and necessary to reduce employee exposure to safety hazards.

Safe Maintenance of Equipment - All cleaning equipment (such as vacuums, buffers, cords, mops, buckets, etc.) shall be properly maintained as to promote safety. (Equipment found to be defective, damaged or hazardous shall be removed from facility).

M. Security, Keys, and Alarms

Security is of great concern to the Court. The Contractor is advised that failure to fully comply with the security requirements of this contract is a breach of security and shall result in the termination of this contract for default.

All persons performing duties under this contract shall be acceptable to the Court. This will include all owners of sole proprietorships, members of partnerships or joint ventures; principals of corporations and all others who might have access to Court facilities without the supervision of a Court employee.

The Contractor's employees shall be subject to and at all times conform to the Court's security rules and regulations and shall fully cooperate with Security personnel. Any violations or disregard of these rules may be cause for denial of access to Court property.

Background Investigations – Contractor is required to certify to the Court that all personnel have passed a background investigation and Live Scan before access will be permitted to Court facilities/property at the beginning of specific contract services. All contract employees must obtain and maintain clearance for serving in Court facilities and other potentially sensitive and secure areas. At Contractor's expense, Contractor personnel may utilize the Court's Live Scan process.

O. Identification (ID) Badges

The Contractor's employees will be issued a Contractor badge that must be visibly worn at all times during performance of work in Court buildings. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter Court/County facilities for the performance of contractual duties.

1. ID badges will only be given to applicants successfully completing the background investigation. ID badges will be issued when the employee's photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete.
2. Court issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The wearer will not escort or bring any other individuals into Court facilities. Court issued ID badges are for the exclusive use of the individual named and pictured on the badge.
3. All ID badges will remain the property of the Court and are returnable upon demand or upon the expiration of the contract. The Contractor is responsible for collecting the ID badges and turning them in to the Facilities Director or the Court Facilities when a contract ends or when an employee leaves employment. The contractor assumes all responsibility for their employee's use of and the return of the Court ID badges. At the expiration and or termination of the contract, final payment shall be withheld until all ID badges are accounted for.
4. All contractors shall prepare a written policy on use of Court ID badges for Court approval and shall provide periodic training on the policy to employees.

P. Access to Court Facilities

Contractor access to Court facilities is limited to those individuals who have received security clearance and their I.D. badge, and are designated to perform the Contractor's work. Contractor's staff shall not bring in children or other persons not cleared. Failure to fully comply with the security requirements of this Agreement shall be considered grounds for termination of the Agreement.

The misuse of any Court issued ID, Access Control Card, keys or alarm codes by the Contractor or any of the employees of the Contractor shall be considered as failure to fully comply with the security requirements of this Agreement and shall be considered grounds for termination of the Agreement.

Access for Weekends and Holidays must have prior approval from Court Facilities. This includes all Court facilities for which the Contractor is providing janitorial services under this Agreement.

Q. Keys

All Court buildings are locked after hours when they are closed. Additionally, many Court buildings have areas that are secured and locked during normal business hours.

Keys and/or codes for each facility will be assigned to the Contractor. The Court keys must be kept under lock and key and located at an agreed-upon site; keys to be checked out on a daily basis. No custodial staff will be permitted to carry the Courthouse keys outside of their on-site duties. All keys will be returned to the secure site at the end of each shift.

These keys are to be used for the purpose of permitting access by Contractor's staff to the facilities for the performance of contracted services only. Any other use is expressly prohibited.

All keys issued to a Contractor will remain the property of the Court and shall be returned upon demand or at the termination of the Agreement.

R. Lost Keys

Should any keys issued to the Contractor be lost or stolen, they must immediately notify the Facilities Director, in writing, of the loss identifying the facility for which the keys were lost, who lost the key, where they were lost, date, and time loss was discovered, and what actions the Contractor has taken to prevent future losses.

The Contractor shall be responsible for all costs associated with lost or stolen keys. These costs may include changing locks or keys to the building, rooms, or other assigned areas accessible by the lost or stolen key and will be deducted from the Contractor's monthly invoice to the County for the Services performed under this Agreement.

UNAUTHORIZED DUPLICATION OF KEYS TO COURT FACILITIES IS A MISDEMEANOR UNDER CHAPTER 3, SECTION 469 OF THE CALIFORNIA PENAL CODE.

S. General Building Security

When the Contractor is working after normal business hours, they shall prevent all unauthorized persons from entering the buildings and shall keep the buildings locked while the Contractor and the Contractor's personnel are on the premises.

When the Contractor and/or the Contractor's personnel leave the building, the Contractor shall lock all doors and turn off lights. In addition, if the building contains other security systems(s), the Contractor shall contact County Security to activate the system(s) in order to protect the security of the buildings.

The Court maintains security alarm systems in numerous facilities. In some instances, these are multiple systems within a facility. These alarm systems will be managed and controlled by Court Security. The Contractor will not be issued alarm codes.

The Contractor shall be responsible for contacting Court Facilities prior to entering an actively alarmed building in order to have the alarms deactivated if necessary. Additionally, the Contractor shall contact Court Facilities to re-activate alarms when they are leaving the building at the end of the shift.

The Contractor shall be responsible for any and all false alarm response charges that were prompted by their actions or negligence.

The Contractor shall be responsible for securing all doors and windows before leaving the facilities.

U. Supervision

Contractor shall provide and maintain supervision of all janitorial staff in all facilities. The Contractor must notify the Facilities Director of any supervisory changes.

Contractor's employees shall have immediate access to a Supervisor within the Contractor's company. The Supervisor shall be immediately available to respond within a 15-minute response time in emergency situations. Supervision shall be provided during all hours of services. Contractor's staff shall be dispatched by the Contractor or provided with other means of immediate notification in emergency situations.

The Court shall be provided with a telephone number that can be used on a 24hour, 7 day a week basis (including weekends and holidays) to call for immediate responses for any janitorial emergencies.

Supervision shall consist of, but not be limited to the following:

1. Supervisors shall plan, schedule and assign work to all janitors.
2. Supervisors shall make inspections to review work in progress and inspect to ensure work is completed satisfactorily and in compliance with the standards articulated in the RFP and resulting contract.
3. Supervisors shall ensure security of facilities and comply with safety regulations.
4. Supervisors shall direct various cleaning methods such as dusting, trash pickup, vacuuming, sweeping, damp mopping, dust mopping, shampooing, etc.
5. Supervisors shall check and maintain supply levels.
6. Supervisors shall respond to questions, complaints and requests from facility occupants.
7. Supervisors shall carry cell phones/radios and respond within 15 minutes when called by the Facilities Director or court representative.

8. Supervisors are responsible for the critical processes of watching and directing activities of their crew(s). The Contractor shall not have supervisors performing janitorial services.
9. Supervisors must work with and maintain a positive working relationship with the Court's staff, any tenants of the building(s), and the general public.
10. Supervisors must ensure that the reports are submitted as required and as needed.
11. Supervisors must contact the Facilities Director timely regarding problems and other directors.
12. Supervisors must be available to meet with the Facilities Director within normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

V. Training

The Contractor shall provide each employee with adequate training to completely perform all services specified within this RFP and the resulting contract. The Contractor must not assign any work to any employee for which they have not been trained.

The Contractor shall maintain a training record for each employee. The training record shall show, at a minimum, the employee's name, date of employment, date and type of training received, and name of instructor. The Contractor shall present such records for inspection twice a year upon request by the Facilities Director.

At a minimum, the Contractor shall provide each employee with instructions in the following subject areas within the first four weeks of employment and again during each six-month period during the employee's tenure. Documentation of these training sessions shall be sent to the Facilities Director.

1. Orientation to custodial operations
2. Tools & Equipment – proper use and care
3. Cleaning Chemicals – proper use and dilution
4. Restroom Cleaning and Disinfecting
5. Office and Related Area Cleaning
6. Common and Public use Area Cleaning
7. Common Cleaning Mistakes
8. Safety Procedures for all situations typically encountered in the cleaning process, including exposure to lead, mold, asbestos, etc.
9. Sexual Harassment
10. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules compliance
11. Quality Assurance and Inspection Techniques (Supervisors only).

The training time that each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of the service.

W. Uniforms

The Contractor shall insure that all employees are clean, neat and appropriately dressed in uniforms at all times during the performance of the services.

The uniform shall consist of pants and a shirt or smock with an attached badge or logo identifying the Contractor's name that is visible at all times. The Employees must wear shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are not acceptable). The uniforms must meet the approval of the Facilities Director.

X. Extra Services

The Court, without invalidating the contract, may order Extra Services or make changes by altering, adding to, or deducting from the work only by written orders, initiated by the Facilities Director, and properly approved and authorized and setting forth the amount of money to be added or deducted. The requirements and conditions specified herein are subject to change and are dependent on each individual user department's needs at the time. The Court may increase and decrease service requirements with written notice to the Contractor authorized by the department and enacted by the Facilities Director.

Any Extra Services shall be billed at rates specified in the Pricing Sheet or otherwise negotiated during the course of the contract and must be included in an itemized invoice for payment following the service.

Y. Laws and Regulations

Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.

Note: The provisions of the Displaced Janitor Opportunity Act (Labor Code Section 1060 et seq.), effective January 1, 2002, including specifically Labor Code Section 1061(b)(1), may apply here and must be complied with by the successful bidder during the term of any agreement resulting from this RFP.

Z. Office Space

Office space for the Contractor is not provided or included in the scope of this RFP.

AA. Court Hours and Holidays

COURT HOURS OF OPERATION: 8:00 a.m. to 5:00 p.m.

CONTRACTOR HOURS OF SERVICE:

Beginning at 5:00 p.m. Monday – Friday;
Day porter shall begin at:
Santa Cruz daily at 8:00 a.m. and Watsonville at 2:00 p.m.

COURT HOLIDAYS OBSERVED AT ALL LOCATIONS:

See Court's Website for annual updates:

- **New Year's Day**
- **Martin Luther King Jr's Day**
- **Lincoln's Birthday**
- **Presidents' Day**
- **Cesar Chavez Day**
- **Memorial Day**
- **Juneteenth**
- **Independence Day**
- **Labor Day**
- **Native American Day**
- **Veterans Day**
- **Thanksgiving Day**
- **Day after Thanksgiving Day**
- Half day starting at noon on December 24, **Christmas Eve**
- **Christmas Day**

4. PERFORMANCE STANDARDS

A. GENERAL GUIDELINES

1. Contractor shall perform all Tasks in accordance with the frequencies defined in Exhibit D.
2. Contractor shall perform all Tasks using equipment and chemicals in conformance with the standards contained in this section of the Statement of Work. Contractor shall follow the instructions provided by the manufacturers of such items in every case.
3. Unless exempted by Facilities Director, Contractor shall remove all non-fixed furnishings such as tables, seats, chairs, desks, carts, trash, storage containers, etc., prior to performing a task and return such items after the completion of the task.
4. Contractor shall move or tilt all items such as chairs, seats, trash, tables, storage containers, carts, etc., as required to perform the Services next to, under, or above such items.
5. Contractor shall return to their appropriate locations all items moved by Contractor during the performance of the Services, in public and common-use areas. Contractor shall return all furniture to their appropriate configuration.

6. Contractor shall provide and use adequate barricades and signs to provide sufficient warning prior to, during, and after the performance of the Services.
7. If requested by the Facilities Director, Contractor shall make available for performance evaluation by the Facilities Director specific brands and models of tools, equipment and supplies proposed for use by Contractor. Any such items provided shall be returned to Contractor after the evaluation has been completed.

B. PERFORMANCE STANDARDS BY TASK

1. DEEP CLEANING

In the first quarter of the contract, and annually or semi-annually thereafter depending on business needs, Contractor is expected to present a quote for the deep clean of each location. This deep cleaning is considered Extra Services and, with court approval shall be quoted, billed and invoiced as Extra Services on the Pricing Sheet, Exhibit E.

2. COLLECT LITTER

Contractor shall remove unsightly soil and litter. If the litter cannot be removed by hand, Contractor shall use a carpet vacuum on carpeted floors or broom, dust mop and/or damp mop on non-carpeted floors.

3. DISINFECT DRINKING FOUNTAINS

Contractor shall use spray bottles of germicidal disinfectant solutions, clean cloths, scrub pads and crème cleanser to remove all obvious soil, streaks, smudges, etc., from the drinking fountains and cabinets; then, disinfect all porcelain and polished metal surfaces including the orifices and drains. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale and other removable soil.

4. CLEAN AND DISINFECT FIXTURES

Contractor shall use spray bottles or pump-up sprayers, to apply germicidal disinfectant solution to all surfaces of washbasins, toilets, urinals, showers, door knobs, floor drains and adjacent surfaces. Contractor shall use clean cloths (except inside toilet bowls and urinals where Contractor shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. Contractor shall use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal disinfectant solution. Contractor shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures.

REFILL FLOOR DRAINS

Contractor shall use a floor drain brush to clean floor drains. Contractor shall use abrasive cleanser and scrub pads to remove corrosion and tarnish. Contractor shall pour a solution of germicidal disinfectant down the floor drain to fill the drain trap and prevent the escape of sewer gas. This will be accomplished each time the floor is mopped.

5. CLEAN ELEVATOR TRACKS

Contractor shall use a vacuum with crevice tool attached to vacuum dry soil from the elevator tracks within the elevator cab and on the individual floors. Contractor shall use disposable cloths and detergent to spot clean stains from the tracks. After cleaning the door tracks shall be free of dust, debris, spots and stains that can be removed by such measures.

6. CLEAN ENTRANCE MATS

Contractor shall use an upright carpet vacuum.

DAMP MOP HARD SURFACE FLOORS

Contractor shall use detergent solution and mops to remove soil from non-carpeted floors and baseboards, which cannot be removed by sweeping, dust mopping or vacuuming. Contractor shall dust mop floors, which are coated with floor finish prior to damp mopping. Contractor shall sweep other floor surfaces prior to damp mopping. Contractor shall damp mop all areas of the floor. After the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms and locker rooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

7. DESCALE TOILETS AND URINALS

Contractor shall use acid-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc., from the insides of the toilet bowls and urinals.

8. DISINFECT ALL SURFACES

Contractor shall use damp cloths, squeegees and germicidal disinfectant solution from a spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces or furniture, fixtures, walls, partitions, public counters, doors, etc.

9. DUST BUILDING SURFACES

Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc., from the surfaces of ledges, heater convectors, window sills, fire extinguishers, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc., below 9 feet from the floor surface. Contractor shall dust up to a height of 20 feet from the floor surfaces at the interior and exterior of exterior entry areas and canopies. Contractor shall accomplish dusting by the removal of soil from the area—not by moving it from one surface to another.

10. DUST FURNITURE SURFACES

Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc., from the surfaces of chairs, telephones, lamps, tables, cabinets, shelves and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Papers, typewriters, calculators, computers, staplers and other similar desk items are not to be disturbed. Contractor shall accomplish dusting by the removal of soil from the area—not by moving it from one surface to another.

11. DUST MOP OR SWEEP

Contractor shall use a treated dust mop to remove soil and litter from non-carpeted floors. On resilient tile, terrazzo, and other smooth finished floor surfaces, Contractor shall use treated dust mops. On rough, unsealed concrete or other floors where dust mopping is not effective, Contractor shall use brooms. Prior to dust mopping the floor surface, Contractor shall use putty knives to remove gum, tar and other substances from the floor. Contractor shall use a dustpan to remove accumulated soil and litter. After the floor has been dust mopped or swept, the floor surface, including corners and abutments, shall be free of dust, litter and debris that can be removed by dust mopping or vacuuming or with a putty knife. Contractor shall sweep and mop the floor and vacuum door tracks and other areas such as corners and hard-to-reach areas. Contractor shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil.

12. EMPTY TRASH RECEPTACLES

A. Contractor shall empty and return to their appropriate location all wastebaskets, and other trash containers according to Exhibit D for each area and building. Contractor shall remove all litter, cans, papers, containers and other items marked "TRASH".

B. Contractor shall remove all collected trash to area(s) on the site or within the building as designated by the Facilities Director in such a manner as to prevent the adjacent area from becoming littered by such trash.

C. Contractor shall replace all obviously soiled or torn trash receptacle liners. Contractor shall replace the liner in such a manner as to present a neat, uniform appearance.

D. Contractor shall use disposable cloths and detergent solution or cream cleanser and scrub pads to remove stains and soil from the interior and exterior of trash receptacles.

13. HIGH DUSTING

The Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the top of the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, sprinkler system cables, ledges, walls, ceilings, vents, etc. Contractor shall accomplish high dusting by using treated dust cloths, treated dusting tools and tank vacuums with crevice tools, brush attachments and wall attachments.

14. DAILY MAINTENANCE AND REPLENISHING SUPPLIES

Contractor shall collect litter and sweep and/or vacuum obvious soil from floors, spot clean unsightly soil from building and furniture surfaces. Spot mop hard surface floors to remove liquids and/or unsightly soil. Empty trash that may be filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, hand soap and other dispensers, which may become depleted prior to the next scheduled routine cleaning. Remove carpet stains.

Remove any spillage, food, liquid or other offensive material in a timely manner to protect the health and safety of the occupants of the Court facilities.

15. REFILL DISPENSERS

Contractor shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, feminine hygiene product dispenser, etc. Contractor shall place supply dispensers in accordance with the directions of the supplier and dispenser manufacturer. Contractor shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

16. REMOVE CARPET STAINS

Contractor shall use carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove nonpermanent stain from carpeted floors. Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Contractor shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, Contractor shall blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, Contractor shall blot or vacuum the carpet only.

17. SPOT CLEAN BUILDING SURFACES

Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner or cream cleaner to remove smudges, fingerprints, marks, streaks, tape, etc., from the surfaces of ledges, windows, partition glass, windows sills and blinds, fire extinguishers, counter tops, walls, doors, door frames and sills, pictures, partitions, rails furniture, telephones, cleared surfaces of desks, lamps, tables and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc., up to 9 feet from the floor surface. Contractor shall perform spot cleaning up to a height of 10 feet from the floor surfaces at the interior and exterior of exterior entry areas. Contractor shall use a clean cloth and stainless steel polish to remove smudges, fingerprints, marks, streaks, tape, etc., that glass cleaner cannot remove. Contractor shall remove excess stainless steel polish.

18. SPOT CLEAN FURNITURE SURFACES

Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner or crème cleanser to remove smudges, fingerprints, marks, streaks, tape, etc., from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, papers, computers, staplers and other similar desk items are not to be disturbed.

19. SPOT MOP HARD SURFACE FLOORS

Contractor shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors that cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil, which can be removed by damp mopping. In restrooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

VACUUM

Contractor shall use a carpet vacuum to remove soil debris from the carpet surface. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After vacuuming, the carpet shall be free of all visible soil and litter. Vacuum elevator floors and door tracks. Use a vacuum cleaner to remove moisture and dry soil from carpeted-type entrance mats. Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil from entrance mats.

WET MOP HARD SURFACE FLOORS

Contractor shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders and abrasive pads and putty knives to remove soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. Germicidal solution shall be used in place of detergent solution in restrooms. Contractor shall apply detergent solution to the entire floor area and allow it to remain on for three to five minutes. Contractor shall use scrub brushes to remove spots and stains not removed by mopping. In areas with floor drains, Contractor shall use a wet mop and mop bucket and wringer or wet/dry tank vacuum to pick up the solution and then rinse with clean water twice. Contractor shall wet clean all areas. Contractor shall dust mop floors, which are coated with floor finish prior to damp mopping. Contractor shall vacuum other floor surfaces prior to damp mopping. Contractor shall take care as required to prevent splash and mop marks from being left on baseboards, furniture legs, doors, etc. After the floor has been wet cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil that can be removed by damp mopping. In areas where floor finish has not been applied to the floor surface and greasy soil must be removed, Contractor shall use a solution of degreaser.

C. CHEMICALS

1. GENERAL REQUIREMENTS

Contractor shall furnish all chemicals necessary to perform the services in accordance with the contract. Contractor shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use of any chemical on any surface or material.

2. CHEMICAL BRANDS

2.1 Contractor shall present a list of chemicals that Contractor proposes to use in the execution of the services for the Court, to the Facilities Director for approval at the same time Contractor returns the signed contract, the performance and payment guarantee bond and the required evidence of insurance.

2.2 The Facilities Director shall respond to Contractor concerning approval or denial of the proposed list of chemicals within (10) calendar days of receipt from the Contractor.

a. The Facilities Director shall have the right to request the contract supervisor to perform an on-site evaluation of the chemical at the court facility. Such testing shall be accomplished during the regular performance of the service or at no additional charge to the Court. The Facilities Director shall provide the parameters and methods of such evaluation and testing.

b. If the proposed chemical performs as well or better than the chemical on the list of chemicals as determined by the on-site evaluation and as determined by the Facilities Director and causes no interference with the operational activities of the Court or damage to the Court facility and is in the best interest of the Court, the Facilities Director shall provide the contract supervisor with written permission to use the proposed chemical in the performance of the services. Such permission does not relieve Contractor of any liability or responsibility.

c. Contractor shall pay for all costs associated with testing and evaluating the proposed chemical and with changing from the approved chemical to the proposed chemical if Contractor proposed the chemical.

3. MATERIAL SAFETY DATA SHEET

The contract supervisor shall provide the Facilities Director with a copy of the Material Safety Data Sheet (MSDS) for each type and brand of chemical used in the performance of the services and shall maintain a separate file with duplicate copies of the form for each chemical used in the performance of the services at each worksite.

4. CONTAINERS

Contractor shall purchase and use all chemicals in their original containers.

5. LABELING

5.1 Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency or this contract. The marking or labeling of materials containing hazardous or toxic material, substances or wastes shall be in accordance with all federal, state and local laws, ordinances, rules and regulations.

5.2 All chemical containers shall bear their original manufacturer's label that includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions. All chemical containers must have the manufacturer's quality control batch number included on cases or containers. Contractor shall develop and implement procedures to insure its employees use chemicals in accordance with the instructions of the chemical manufacturers.

6. PROHIBITED CHEMICALS

No ammonia, laundry bleach, powdered cleanser or any other type of chemical not included on the list of chemicals shall be used in the performance of the contract services without the written permission of the Facilities Director.

7. MANUFACTURER'S INSTRUCTIONS

Contractor shall follow the instructions of the chemical manufacturers in every instance.

8. SLIP RESISTANCE

Contractor shall verify that all floor finishes, seals, spray-buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Contractor shall immediately remedy any observed instances of slippery or slick floors.

9. GERMICIDAL PROPERTIES

Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency Registration Number.

10. CARPET STAIN REMOVAL KIT

Each site shall have a carpet stain removal kit and a container of solvent type carpet spotter.

D. TOOLS, EQUIPMENT AND SUPPLIES

1. GENERAL REQUIREMENTS

Contractor shall furnish all tools, equipment and supplies necessary to properly perform the services defined in this contract. At a minimum, Contractor shall furnish each worker and each custodial closet with the types and quantities of tools, equipment and supplies defined in the Specifications as required to perform the services in accordance with the performance standards and within the minimum required hours.

2. MANUFACTURER BRANDS

Before beginning the work, Contractor shall submit to the Facilities Director a list of each type of tool, equipment and supply to be used showing the manufacturer's names and model numbers.

Contractor shall use no tool, equipment or supplies in the performance of the services before obtaining the permission of the Facilities Director. Such permission by the Facilities Director shall not relieve Contractor of the responsibility for assuring the appropriateness of such tool, equipment or supplies or of any other responsibility or liability.

If requested by the Facilities Director, Contractor shall make available for performance evaluation by the Facilities Director specific brands and models of tools, equipment and supplies proposed for use by Contractor. Any such items provided shall be returned to Contractor after the evaluation has been completed.

3. MAINTENANCE AND REPAIR

3.1 Contractor shall insure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and good safety practices.

3.2 All tools, equipment and supplies used by Contractor in the performance of the services shall meet all applicable safety requirements. All electrical equipment must operate at full-rated performance levels using existing building electrical circuits. It shall be the responsibility of Contractor to prevent the operation or attempted operation of electrical, or combinations of equipment, which require power exceeding the capacity of existing electrical circuits.

3.3 Contractor shall develop and implement adequate procedures and controls to ensure that all tools, equipment and supplies remain at all times in good, clean condition.

3.4 Contractor shall maintain access to spare parts and shall have trained, qualified employees and adequate quantities of backup equipment to insure that the minimum quantities of required equipment and tools are available and in safe and proper operating condition at all times.

4. STORAGE LOCATIONS

4.1 Contractor shall label the storage locations on shelves in each custodial closet for chemicals, small tools and supplies.

4.2 Contractor shall permanently identify all equipment and tools required for a specific building or group of buildings, floor or group of floors, assignment or group of assignments with the building, floor or assignment numbers or groups of numbers.

4.3 Contractor shall develop, implement and maintain adequate procedures and make sufficient inspections each shift to ensure that the minimum tools, equipment and supplies are in designated storage locations.

5. USE OF THE COURT FACILITIES AND EQUIPMENT

Any permitted use of Court's facilities, equipment, tools or supplies shall be gratuitous and Contractor shall release Court from any responsibility arising from claims for personal injuries, including death, arising out of the use of such facilities, equipment, tools or supplies irrespective of the condition thereof or any negligence on the part of Court in permitting their use.

6. RESTROOM SUPPLIES

6.1 Contractor shall furnish expendable restroom supplies to be used on site, including paper towels, hand soap, toilet tissue, toilet seat covers, feminine hygiene products and associated disposal bags, as well as plastic trash receptacle liners which will be used in all trash receptacles. The Facilities Director shall designate central storage locations where Contractor will store supplies.

7. OTHER SUPPLIES

Contractor shall furnish all cleaning and other durable supplies.

8. SIGNAGE AND TRASH LINER TOOLS AND EQUIPMENT: SPECIFICATIONS

"CAUTION—WET FLOOR" SIGNS

Signs must conform to OSHA Standard 1910.44 safety code for marking physical standards

Constructed of durable plastic

Stand alone

Must bear words "CAUTION—WET FLOOR", Spanish wording and international caution symbol for wet floor

LINERS FOR CUSTODIAL CART OR TRASH COLLECTION BARRELS:

Minimum of one, 112-mil polyethylene

Sized to fit custodial trash barrel and shelf-type custodial carts

LINERS FOR TRASH RECEPTACLES:

Minimum 1-mil polyethylene for smaller receptacles

Minimum 1-mil biodegradable for use with compost collection bins

Minimum one, 112-mil polyethylene for larger receptacles Sized to fit various size trash receptacles

"RESTROOM CLOSED" SIGNS:

- Signs must conform to OSHA Standard 1910.44 safety color code for marking physical standards

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- Constructed of durable plastic
- Stand-alone
- Must bear words "RESTROOM CLOSED"

[END OF EXHIBIT C]