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POLK STATE

Business Services

Contract for Custodial Services

RFP #16-03

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This Contract, is made and entered into by and between **Polk State College** (hereinafter referred to as Polk State) an educational institution whose address is 999 Avenue H, NE, Winter Haven, Florida 33811-4299 and Florida Dept. of Revenue Consumer's Certificate of Exemption number is 85-8012557313C-6 and Federal Identification Number is 59-1209033, and _____ (hereinafter referred to as Contractor), whose address is _____, and Federal Identification Number is _____.

Whereas, Polk State requires professional custodial/janitorial services for its campuses/centers/sites, and;

Whereas, Contractor represents it is capable and prepared to provide such Services:

Now, therefore in consideration of the promises contained herein, the parties hereto agree as follows:

1. Effective/Start Date and Term of Contract

- a. Contract Effective Date shall be _____, and shall expire on _____.
- b. Term of Contract shall be for a **three (3) year period**, unless otherwise terminated as provided herein. Polk State shall have the option of extending the Contract for **two (2) additional years** in one (1) year increments at the same terms and conditions.
- c. Such extension shall be in the form of a written Amendment to the Contract executed by both parties.
- d. The Contractor shall notify Polk State in writing 90 days prior to the end of the contract period of their intentions. In the event of failure to notify Polk State, it will be assumed that the Contractor wishes to renew at the current prices and Terms & Conditions.
- e. Prices will remain fixed during the first three years of the contract. Polk State and the Contractor may negotiate any price increases during the 90 day period prior to the beginning of the second and/or third renewal dates. Any agreement that changes the prices contained in the original RFP must be approved by the District Board of Trustees of Polk State College, or are not applicable or enforceable. Any price changes must be in the form of an amendment to the contract.

2. Services to be Performed by Contractor

Contractor shall perform the services as specifically stated in the Scope of Work / Frequency of Tasks (Exhibit B) and as may be specifically designated, authorized by Polk State's Contract administrator, and documented by Contract Amendment or Blanket Purchase Order (BPO).

3. Compensation

- a. Polk State shall pay Contractor as follows:
 - 1) _____ Per square foot – Winter Haven Campus
 - 2) _____ Per square foot – Center for Public Safety
 - 3) _____ Per square foot – Lakeland Campus
 - 4) _____ Per square foot – Airside East/Airside West
 - 5) _____ Per square foot – Advance Technology Center @ Clear Springs
 - 6) _____ Per square foot – JD Alexander & Lake Wales Art Center
 - 7) _____ Per square foot – Carpet cleaning/extraction as needed basis
 - 8) _____ Per item – Furniture cleaning as needed basis
 - 9) _____ \$ Per hour– Event services

The list of Polk State buildings, Exhibit A shall be used for billing purposes.

- b. When a room(s)/building is under construction, being remodeled, or otherwise taken out of service, Contractor will be relieved of all or part of the contract obligations for the area designated. As the Contractor will not be performing full service on those areas, the monthly payments will be reduced by the actual number of square footage that is taken out of service.
- c. When new rooms or buildings come into service during the term of the Contract, those rooms/buildings will be added to the Contract at the same unit prices as on the campus/center.
- d. When new buildings at new Polk State locations come into service during the term of the Contract, those new buildings will be added to the Contract at the same unit prices as of the closest Polk State location currently under contract.

4. Payment

- a. Each fiscal year (July-June) a blanket purchase order (BPO) shall be issued to encumber funds for the contractual agreement between Polk State and the Contractor. The BPO will be issued for billing/payment purposes only. Invoices must reference the BPO number.
- b. Contractor shall submit a monthly invoice for services rendered.
- c. Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by Polk State.
- d. All invoices shall be delivered to:

Polk State College
999 Avenue H, NE
Winter Haven, FL 33881-4299
Attn: ACCOUNTS PAYABLE

- e. A monthly statement is required, unless there are no outstanding invoices.
- f. Contractor shall be paid on a monthly basis in arrears.
- g. Payment for any and all invoice(s) that may arise as a result of a purchase order issued pursuant to this RFP shall minimally meet the following conditions to be considered as a valid payment request:
 - 1) All invoices submitted shall consist of an original and one (1) copy and, clearly reference:
 - a) The BPO number
 - b) BPO line number
 - c) Contractor's Federal Employer Identification Number (F.E.I.N.).
 - d) A sufficient salient description to identify services for which payment is requested.
 - 2) Invoices for **Special Events Services** shall include the following attachments:
 - a) Synopsis of hours worked
 - b) Name and date(s) of event(s)
- h. Contractor shall reimburse Polk State for any improper charges for Special Events Services which may result from fraudulent time cards prepared by the Contractor's employee (worker) which are discovered within one (1) year of payment by Polk State.
- i. No claim for work furnished by the Contractor not specifically provided for herein shall be honored by Polk State.

5. Access and Audits

- a. Contractor shall maintain adequate records to document charges for Special Events.
- b. The auditor will need access to the following documents (but not limited to) during an audit:
 - 1) Copies of all contracts and copies of any contract amendments / change orders
 - 2) Insurance documents
 - 3) Payroll
 - 4) Time sheets
- c. Polk State shall have access to those books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours upon five (5) days written notice.

- d. Records shall be made available for review/audit at the Contractor's local place of business, for at least two (2) years after completion of this Contract.

6. Availability of Funds

The obligations of Polk State under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the District Board of Trustees of Polk State College.

7. Termination of Contract

- a. This Contract may be terminated by the Contractor upon ninety (90) days prior written notice to Polk State in the event of substantial failure by Polk State to perform in accordance with the terms of the Contract through no fault of the Contractor. Ninety (90) days are required so that Polk State may have sufficient time to re-procure another contract to provide services.
- b. It may also be terminated by Polk State with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to Polk State's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by Polk State, the Contractor shall:
- 1) Stop work on the date and to the extent specified.
 - 2) Terminate and settle all orders and orders for supplies relating to the performance of the terminated work.
 - 3) Continue and complete all parts of the work that have not been terminated.
- c. The Contractor shall be paid for services actually rendered to the date of termination.

8. Contract Administration

- a. **Lakeland Campus:** Services of Contractor shall be under the general direction of the **Lakeland Plant Manager**, who shall act as Polk State's Contract Site Representative
- b. **Winter Haven Campus:** Services of Contractor shall be under the general direction of the **Winter Haven Plant Manager**, who shall act as Polk State's Contract Site Representative
- c. **Airside East/Airside West/Advance Technology Center:** Services of Contractor shall be under the general direction of the **Lakeland Plant Manager**, who shall act as Polk State's Contract Site Representative
- d. **Center for Public Service/JD Alexander/Lake Wales Art Center:** Services of Contractor shall be under the general direction of the **Winter Haven Plant Manager**, who shall act as Polk State's Contract Site Representative.
- e. **Contractor's Contract Administrator:** Contractor shall submit in writing to Polk State's Contract administrator, at least seven calendar days prior to the Contract starting date, the names of at least two representatives. One of which must be authorized to act for the Contractor regarding the night janitorial cleaning services. The representatives, their location and availability must be satisfactory to Polk State's Contract administrator, District Director and Facilities.
- f. **Meetings with Polk State Staff:** Polk State's Contract administrator shall hold regularly scheduled meetings (at least quarterly) with the Contractor and Polk State's "Clean Team", which will be comprised of representatives from each department and/or building.
- g. **District Director of Facilities:** Shall have overall responsibilities, Contract Administration for compliance to this contract.

9. Inspection and Penalties

- a. Polk State's Contract administrator, at his option, may inspect daily the Contractor's work using prescribed forms to record performance. Polk State's Contract administrator has the authority and responsibility to point out to the Contractor any incomplete or defective work.
- b. **Polk State shall have the right to impose monetary penalties on the Contractor for tasks not completed during the normal work period and for which complaints have been received. Polk State will take a credit on the Contractor's monthly invoice in the amount of \$50⁰⁰ per incident. This credit is intended to offset Polk State's costs to investigate, track and report these incidents.**
- c. An insufficient number of personnel on Contractor's staff shall not be an acceptable excuse/cause to waive penalties.

- d. Failure to satisfactorily perform the quality of work required under this Contract shall be accepted as evidence that the Contractor's work force is too small or that supervision is inadequate. In either case, immediate corrective measures shall be made upon notice from Polk State's Contract administrator.

10. Notice

- a. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To Polk State: Polk State College 999 Avenue H, NE Winter Haven, Florida 33881-4299 Attention: Director of Purchasing	As to Contractor: Name: _____ Address: _____ City/State/Zip: _____ Attention: _____
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- b. Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- c. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Polk State.

11. Polk State's Responsibilities

- a. Polk State shall be responsible for providing access to all facilities.
- b. Polk State will provide all water and electricity as are needed to perform these services. The Contractor shall use these commodities sparingly.
- c. Polk State shall provide space for the storage of equipment and supplies provided by Contractor. **Storage space shall be kept clean and neat in appearance at all times by the Contractor.**
- d. Polk State shall provide chalk, erasers, and white board cleaning solution.
- e. Polk State shall provide office space or work area for supervisors consisting of one (1) desk & chair, and a computer for access to facilities work orders.

12. Fidelity Bond

Contractor agrees to provide and maintain fidelity bonds, with Polk State as loss payee, in an amount not less than \$10,000⁰⁰ for each employee, in a form and drawn on such company as is acceptable to Polk State.

13. Keys

- a. The Contractor's employees shall be provided with a set of keys upon arrival for work each day. The key ring must be **fastened to the employee's belt in a secure manner approved by Contract Administrator**, or otherwise attached to the employee's clothing to ensure the keys are not misplaced.
- b. The Contractor's employees shall adhere to the Polk State key custody procedure in that the Contractor's employees shall sign for each set of keys that are issued to them, and same Contractor's employees shall sign again when returning the keys (see Scope of Work, Exhibit B, **page 6 section 18a7**).
- c. The Contractor shall be responsible for the replacement cost of any lost keys.
- d. Should re-keying of a building or entire campus be required, the Contractor shall be responsible for all costs resulting from the Contractor's or Contractor's employee's negligence. Polk State shall provide estimate for re-keying and the contractor shall provide funds for payment of the re-key effort.
- e. **Keys to Polk State buildings shall not leave the campus at any time.**
- f. **Keys to Polk State buildings shall always remain in custody of the Contractor's employee while on campus. They shall not be left on a cleaning cart or golf cart.**

- g. Keys remain the property of Polk State and shall not be duplicated by the Contractor or their employees.

14. Radio Equipment / Communications

- a. Polk State shall supply **three (3) each 2-Way Radios** (walkie-talkie), battery, belt holster and charger for each Campus. Should Contractor wish to have additional radios, the Contractor shall be responsible for all costs of said additional radios.
- b. If Contractor is awarded additional site(s), additional radios will be provided as determined by Polk State's Contract Administrator.
- c. Contractor shall be responsible to supply and/or replace **batteries** for the 2-Way Radios.
- d. Should Polk State's radio equipment which is entrusted to the Contractor be lost, stolen, or damaged, all repairs and replacement costs shall be the responsibility of the Contractor.
- e. Polk State to provide instruction on the proper use and handling of radio equipment.

15. Supplies, Materials and Equipment

- a. The Contractor shall furnish all supplies, products, material and equipment necessary for the performance of the work included in this contract, unless otherwise specified herein. The supplies and materials shall be of a quality to conform with applicable specifications.
- b. Before beginning work, the Contractor shall submit to Polk State's Contract Administrator a list of the materials/products they propose to utilize, including the manufacturer's name and the brand name.
- c. The Contractor shall not use any supplies or material which Polk State's Contract Administrator determines would be inferior, unsuitable for the purpose, or harmful to the surfaces to which they will be applied, or to any other part of the building, its contents or equipment.
- d. Bleach and other corrosive products shall not be used.
- e. Polk State's Contract Administrator shall require samples of the supplies intended for use before work commences on the contract, or during the term of the contract. Any items failing to meet with Polk State's Contract Administrator's approval shall be replaced by the Contractor.
- f. Any necessary cleaning equipment, including but not limited to; power-driven floor scrubbing machines, waxing and polishing machines, industrial-type vacuum cleaners, motor trucks, and power-washing equipment shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind, and shall meet with the approval of Polk State's Contract Administrator. Equipment deemed to be of improper size or design, or inadequate for the purpose intended shall be replaced by adequate equipment.
- g. Equipment shall be maintained and replaced as needed, as directed by Polk State's Contract Administrator.
- h. Vacuum cleaner bags shall be replaced on a regular basis.

16. Chemical Information – Safety Data Sheets (SDS)

- a. Contractor will be required to provide three sets (one for each Polk State location) of SDS sheets for every chemical utilized by their employees in support of this contract or stored on Polk State's campus **within 5 working days of the contract start date.**
- b. The SDS sheets shall be placed in three 3-ring binders and labeled appropriately.

17. Reporting

- a. Prior to commencement of the contract, Polk State's Contract Administrator and the Contractor shall meet and review the total workload, cleaning assignments, and cleaning methods to be used by the Contractor. Written plans must be submitted by the Contractor no less than seven (7) days prior to the contract starting date.
- b. Status reports shall be submitted to Polk State's Contract Administrator on a quarterly basis. Said reports shall be submitted on forms furnished by the Contractor, and acceptable to Polk State's Contract Administrator. The reports shall include:
 - 1) Areas that have been scrubbed, waxed and buffed.

- 2) Areas that have been damp mopped and buffed.
- 3) Areas where high cleaning has been performed.
- 4) Any other items deemed appropriate for the report, as agreed by the Contractor and Polk State's contract administrator.
- 5) Polk State's Contract Administrator shall coordinate and/or resolve any conflicting, inconsistent direction.

18. Damage Caused by Contractor

- a. If Polk State's contract administrator finds that repairs or changes are required to a building, its contents, or its appurtenances, which, in the opinion of Polk State's contract administrator are rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the Contract's Scope of Work, the Contractor shall promptly, upon receipt of notice from Polk State's contract administrator, place in satisfactory condition and/or correct all defects, and shall made good any work, materials, equipment, and contents of said building or site disturbed in making such restoration.
- b. In any case where the fulfilling of the requirements of the Contract or any restoration work required thereby, if the Contractor disturbs any work guaranteed under another contract, Contractor shall restore such disturbed work to a condition satisfactory to Polk State's Contract Administrator, and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- c. Upon the Contractor's failure to proceed promptly to comply as above, Polk State may either:
 - 1) Have the work performed as Polk State's Contract Administrator deems necessary, or
 - 2) Allow the damaged or defective work or portion of the building, site contents, equipment, or work disturbed to remain in such unsatisfactory condition, provided that the Contractor shall promptly pay Polk State the sum expended by Polk State to correct the deficiency.
- d. In the event the Contractor fails to pay promptly on demand any sum expended or estimated, Polk State shall deduct the amount from any monies due or to become due to the Contractor under this Contract.
- e. Contractor shall replace any injured or dead plants/trees which were injured due to the disposal of waste water in planters or on Polk State grounds.

19. Lost, Found, or Missing Articles

- a. All unclaimed articles found in or about the work areas by the Contractor shall be turned in immediately to Polk State's Security Officer.
- b. The Contractor shall be held responsible in the event of theft or damage of Polk State property or personal property of Polk State employees as the result of Contractor's employees' negligence.

20. Work Schedule / Day Porters:

- a. Provide Day Porters for general custodial services, and to clean up in unexpected situations during the business day, from 7:00 am to 10:30 pm.
 1. **Monday through Friday:** Provide a minimum of four (4) support staff per campus location. There must be at least one full-time male and one full-time female at all times for restroom requirements.
 2. **Saturday:** Provide a minimum of one (1) support staff per campus/site.
 3. **Sunday:** As required.
- b. Final schedule times are to be determined by Polk State.

21. Work Schedule / Second Shift Cleaning Staff

- a. Daily start-work time for Contractor's employees shall not be before 10:30 p.m. and complete no later than 4:30 a.m. **Monday through Friday**, unless otherwise approved by Polk State's contract administrator. This schedule shall avoid conflict with most Polk State employees, and permit easier access to office areas. See paragraph 21e
- b. Saturday/Sunday: As required by Polk State's Site Representative.
- c. The Contractor shall submit a schedule of work showing operations to be performed for review by Polk State's contract administrator in cooperation with Polk State Representatives. On the first day of the contract period the Contractor shall post a copy of the schedule, in each area being serviced, at a location designated by Polk State's Contract Administrator. The schedule shall be as follows:

- 1) Daily Requirements – list all services to be performed
 - 2) Weekly Requirements – designate the day of the week that work will be performed
 - 3) Monthly Requirements – designate the days of the month that work will be performed
 - 4) Quarterly Requirements – designate date(s) that work will be performed
- d. Hard surface floor (VCT tiles or terrazzo floor) cleaning shall be scheduled and updated as directed by Polk State's Contract administrator.
- e. Existing Custodial Cleaning Schedule - Tentative
Subject to the approval by the Polk State College Contract Administrator and Site Representative

Location	Hours Currently In-Place
Winter Haven Campus	10:00p.m. – 4:00a.m.
Lakeland Campus	7:00p.m. – 4:00a.m.
Advanced Technology Center	4:00p.m. – 10:00p.m.
Airside Campuses East & West	1:00p.m. – 9:30p.m.
JD Alexander Center (JDA)	5:00p.m. – 11:00p.m.
Lake Wales Arts Center	5:00p.m. – 11:00p.m.
Center for Public Safety (CPS)	10:00p.m. – 4:00a.m.

22. Indemnification

- a. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, Polk State and Contractor agree to allocate such liabilities as follows:
- b. Contractor agrees to protect, defend, indemnify, and hold harmless Polk State, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which Polk State, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Contract.
- c. The Contractor shall not be required to indemnify Polk State or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of Polk State, or its agents, employees or representatives.
- d. Upon completion of all Services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

23. Insurance

- a. During the performance of the Services under this Contract, Contractor shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

Insurance Limit Requirements	
Type of Insurance	Minimum Limits of Liability
General Liability: Comprehensive Commercial General Liability including Products Liability	\$1,000,000 each occurrence \$1,000,000 Personal & Adv. Injury \$2,000,000 General Aggregate \$1,000,000 Products \$2,000,000 Products Aggregate
Automobile Liability: owned, non-owned and hired automobiles	\$1,000,000 per occurrence \$1,000,000 combined single limit each accident
Waiver of Subrogation Endorsement	Show Polk State in Schedule
Excess Liability or Umbrella	\$5,000,000 each occurrence
Crime or Faithful Performance	\$100,000 Employee Theft or Loss \$100,000 Depositors Forgery or Alt \$100,000 Computer and Funds Transfer
Worker's Compensation	In accordance with statutory requirements, and \$100,000 each accident or disease \$500,000 aggregate
Employers Liability	\$500,000 each accident \$500,000 each employee - disease \$500,000 policy limit - disease

- b. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida & which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- c. **Deductible amounts** shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- d. Contractor shall furnish Polk State **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to Polk State.
- e. Contractor shall include Polk State as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Contract. All of Contractor's sub-contractors shall be required to include Polk State and Contractor as **additional insured** on their General Liability insurance policies.
- f. If an "ACORD" Certificate of Liability Insurance form is used by the Contractor's insurance agent, the words "**endeavor to**" and "**... but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives**" (or other appropriate/similar language) in the 'Cancellation' paragraph of the form shall be deleted.
- g. In the event that subcontractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless Polk State for any claim in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors, or omissions of the subcontractors.
- h. It is preferred that all policies are in **Occurrence** form. "Claims made" insurance policies are **not** acceptable, unless there is an extended claims reporting period of five (5) years.
- i. Defense must be in addition to the limits of liability.
- j. Misrepresentation of any material fact, whether intentional or not, regarding the Contractor's insurance coverage, policies or capabilities may be grounds for termination of this Contract.
- k. The Contractor shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by Polk State.

24. Standard of Quality

- a. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and Contractor shall, at no additional cost to Polk State, re-perform services which fail to satisfy the foregoing standard of care.
- b. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

25. Independent Contractor

- a. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. Polk State shall have no right to supervise the methods used, but Polk State shall have the right to observe such performance. Contractor shall work closely with Polk State in performing Services under this Contract.
- b. The Contractor shall not pledge Polk State's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

26. Subcontracting

Sub-contractors/sub-consultants may not be utilized in performance of the duties for this contract.

27. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

28. Governing Law and Venue

- a. This Contract shall be governed by the laws of the State of **Florida**.
- b. Any and all legal action necessary to enforce the Contract will be held in Polk County and the Contract will be interpreted according to the laws of Florida.

29. Compliance with Laws

In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

30. Federal and State Taxes

- a. Polk State is exempt from Federal Tax and State Sales and Use Taxes. Upon request, Polk State will provide an exemption certificate to Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with Polk State, nor shall the Contractor be authorized to use Polk State's Tax Exemption Number in securing such materials.
- b. The Contractor shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Contract.

31. Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32. Uncontrollable Forces

- a. Neither Polk State nor Contractor shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, and other acts of nature, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- b. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.
- c. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract

33. Non-discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, disability, age or national origin.

34. Waiver

- a. A waiver by either Polk State or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing.
- b. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- d. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

35. Severability

- a. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- b. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

36. Entirety of Contractual Agreement

- a. Polk State and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.
- b. This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between Polk State and Contractor pertaining to the Services, whether written or oral.
- c. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

37. Modification

- a. The Contract may not be modified unless such modifications are evidenced in writing signed by both Polk State and Contractor.
- b. Such modifications shall be in the form of a written Amendment executed by both parties.

38. Successors and Assignment

- a. Polk State and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.
- b. Contractor shall not assign this Contract without the express written approval of Polk State via executed amendment.

39. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

40. Truth-in-Negotiation Certificate

- a. Execution of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.
- b. The said rates and costs shall be adjusted to exclude any significant sums should Polk State determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. Polk State shall exercise its rights under this "Certificate" within one (1) year following payment.

41. Conflict of Interest

During the course of any contractual relationship with Polk State, the Contractor agrees to promptly and fully disclose any direct potential conflict.

42. Exhibits Incorporated by Reference

The following exhibits attached hereto, are incorporated by reference:

- A. Fee Schedule (1 page)
- B. Scope of Work / Frequency of Tasks (16 pages)
- C. Contractor's Personnel (4 pages)
- D. DBOT Rule #3.27 regarding Sexual Harassment (1 page)

In Witness Whereof, Polk State College has executed this Contract and the Contractor has hereunto set his/her hand the day and year above written.

<p>Polk State College</p> <p>By: _____ Dr. Eileen Holden</p> <p>As: _____ President</p>
--

<p>Contractor: _____</p> <p>By: _____</p> <p>As: _____ President</p>

Approved by Polk State Board of Trustees on January 28, 2017.

Exhibits

Fee Schedule (1 page)A

Scope of Work / Frequency of Tasks (16 pages)B

Contractor's Personnel (4 pages)C

DBOT Rule #3.27 regarding Sexual Harassment (1 page) D

**List of Polk State Buildings
To be used for Billing Purposes**

Building	Estimated Gross Square Footage	Price per GSF	Monthly Invoice Price
1. WAD – Administration	47,863		
2. WLR – Learning Resources	86,976		
3. WSC – Science	45,306		
4. WFA – Fine Arts	74,744		
5. WST – Student Center	23,021		
6. WMS – Multi-Services	25,852		
7. WHC – Health Center / WCJ	56,302		
8. WCH – Club House/ <i>restroom</i>	2,000		
9. WRH – Rehabilitative Health	6,030		
10. Seven (7) Modular Buildings – Winter Haven Campus	7,502		
11. Chain of Lakes (COL)	14,540		
12. CPS/ITB – Center for Public Safety Immersive Training Building	101,488		
13. JD Alexander Center	16,143		
14. Lake Wales Art Center	12,422		
15. LTB – Technology Building	127,050		
16. LAC – Academic Center	72,852		
17. LLC – Learning Center	81,453		
18. LME - Modular Building	1,820		
19. LWC – Wellness Center	5,315		
20. Four (4) Modular Buildings (LMA, LMB, LMC, LMD) Lakeland Campus	7,752		
21. Airside West	20,500		
22. Airside East	11,000		
23. ATC – Advance Technology Center	47,125		
24. Special Events Services	As Needed		

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Scope of Work Duties Detailed

See Pages 7-16 for Frequency of Tasks

1. General:

- a. The work includes furnishing all labor, supervision, transportation, tools, equipment (including push-carts and golf carts), materials and supplies necessary for accomplishment of quality custodial services in accordance with the Scope of Work, and subject to the terms and conditions of the contract.
- b. The services shall include all functions normally considered to be a part of workmanlike, satisfactory, quality janitorial work.

2. Consumables / Dispensers:

- a. Contractor shall provide plastic 2 mil (minimum) trash bags, **unscented** liquid soap or foam soap, 2-ply toilet tissue, toilet seat covers, and paper towels (tri-fold and rolled) where needed on campus. Polk State owns the dispensers for paper and soap products. Any change in these dispensers shall be made at the expense of the Contractor, and must have prior written approval from Polk State's Contract administrator. The Contractor shall service the existing units as part of this contract.
- b. The Contractor shall provide new tampon dispensers in every woman's restroom within one month of contract effective date, and be responsible for all filling, maintenance and repairs thereof.
- c. The Contractor shall provide new toilet seat cover dispensers in every restroom within one month of contract effective date, and be responsible for filling, maintenance and repairs thereof.
- d. For reference only, the campuses consume on an average approximately:
 - 1) **Winter Haven:**
 - a) 40 Cases of Brown Roll (800') paper towels per four week month (includes quantities for Polk State laboratory faculty)
 - b) 40 Packs of White Tri-Fold towels per four week month
 - c) 35 Cases of 2-ply Toilet Tissue per four week month
 - d) 30 Cases Deb-Foam soap. 8-1 liter bag/case per four week month
 - e) 2 Cases of Toilet Seat Covers per four week month
 - 2) **Lakeland:**
 - a) 35 Cases of Brown Roll (800') paper towels per four week month (includes quantities for Polk State laboratory faculty)
 - b) 12 Cases of White Tri-Fold towels per four week month
 - c) 30 Cases of Jumbo Jr. Toilet Tissue per four week month
 - d) 6 Cases of Unscented Anti-bacterial Hand Soap per four week month
 - e) 1 Case of Toilet Seat Covers per four week month
 - 3) **Airside West/Airside East:**
 - a) 25 Cases of Brown Roll (800') paper towels per four week month (includes quantities for Polk State laboratory faculty)
 - b) 2 Cases of White Tri-Fold towels per four week month
 - c) 12 Cases of Jumbo Jr. Toilet Tissue per four week month
 - d) 3 Cases of Unscented Anti-bacterial Hand Soap per four week month
 - e) 1 Case of Toilet Seat Covers per quarter
 - 4) **Advance Technology Center:**
 - a) 6 Cases of Brown Roll (800') paper towels per four week month
 - b) 5 Cases of Jumbo Jr. Toilet Tissue per four week month
 - c) 1 Cases of Unscented Anti-bacterial Hand Soap per four week month
 - d) 1 Case of Toilet Seat Covers per quarter

5) **Center for Public Safety (This may increase as occupancy increased):**

- a) 5 Cases of Brown Roll (800') paper towels per four week month
- b) 5 Cases of 2-ply Toilet Tissue per four week month
- c) 3 Cases Deb-Foam soap. 8-1 liter bag/case per four week month
- d) 1 Case of Toilet Seat Covers per four week month

6) **Lake Wales Art Center/JD Alexander**

- a. 3 Cases of Brown Roll (800') paper towels per four week month
- b. 3 Cases of 2-ply Toilet Tissue per four week month
- c. 2 Cases Deb-Foam soap. 8-1 liter bag/case per month
- d. 1 Cases of Toilet Seat Covers per month

- e. Contractor shall maintain up-to-date consumption records of all commodities on a monthly basis to assure adequacy of information and adjust contract accordingly. Polk State shall review these records with Contractor.
- f. Contractor shall be reimbursed for commodities over and above the average consumption are used, if actual usage can be demonstrated to the satisfaction of Polk State.
- g. Polk State and Contractor shall reconcile yearly, the consumption of commodities as listed in paragraph 2d.

3. Restocking Restrooms:

- a. Toilet tissue, liquid soap, tampons, and paper towels shall be replenished with sufficient supply to last until the next scheduled service. All such items shall be provided by the Contractor.
- b. Revenue generated from the sale of tampons shall be the property/income of the Contractor.

4. Custodial Storage Rooms:

The Contractor shall keep custodial storage rooms clean and neat in appearance at all times.

5. Floor Maintenance:

- a. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items will be stacked on desks, tables, or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.
- b. Any splashes along walls and baseboards shall be wiped clean prior to drying. Baseboards, glass doors, walls, stair risers, furniture, and equipment shall in no way be splashed, disfigured or damaged during these operations.
- c. Extra care shall be used when cleaning around **computer equipment** (towers, etc.) which are on the floor. Computers shall not be bumped or jarred by the workers or their cleaning equipment (mops, brooms, vacuums). Computers shall **never be unplugged** by Contractor's employees. **If there is a need for any computer(s) to be unplugged, Contractor's site supervisor shall call the IT Help Desk at extension 5111 at least 24 hours prior to request a Polk State technician to do so.**
- d. **Floor Finishing:**
 - 1) **Sweeping:** Sweep floors thoroughly using only a dust mop. Remove all staples, paper, gum, adhesive materials, dirt, tar, visible debris, etc. Thoroughly sweep under and around wires and **in corners.**
 - 2) **Mopping:** Prior to mopping, the floor shall be swept, as indicated above (1.) **Begin mopping each room with fresh, clean water,** and change as necessary. Upon completion of mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, rust, stains, mop marks, string, etc. Dirt will not be left in corners, under furniture, or behind doors. Entrances and other assigned areas will be swept clean of all dirt/trash. Dirt shall not be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under desks, tables or chairs.
 - 3) **Rinsing:** The floors shall be properly **rinsed with clean water,** and dry mopped to present an overall appearance of cleanliness. When scrubbing is needed, it shall be performed by machine or by hand with a brush.

- 4) **Stripping:** Remove all old finish or wax from floors as per manufacturer's stripper solution recommendation. Extremely stubborn spots, gum, rust, burns, etc., shall be removed by hand. Corners and other areas shall be scrubbed and thoroughly cleaned. Care shall be exercised so that baseboards, walls, and furniture shall not be splashed nor marred.
- 5) **Finishing:** Apply three (3) applications of floor finish per manufacturer's recommendation, allowing sufficient drying time between each coat. The last coat only should be applied up to but not touching the baseboard. Any floor finish splashed on baseboards, doors, walls, or furniture shall be cleaned immediately.
- 6) **Carpet Spot Cleaning:** Spot cleaning of carpets shall be included, which may or may not include extraction. Hot water carpet cleaning is not included and shall be an option for this contract.
- 7) **Vacuuming:** Carpets and/or crevices shall be vacuumed with commercial grade equipment and proper attachments for the intended use. Sweeping is not an acceptable substitute for vacuuming.
- 8) **Delay:** Should there be more than eight (8) hours' delay before applying the finish after the floor has been cleaned or between coats, the areas must again be cleaned to remove surface dirt and scuff marks before applying finish.

6. Waste Water:

- a. All waste water from floor cleaning/finishing **shall be disposed in the utility sinks** in the custodial rooms.
- b. Waste water **shall not** be disposed of anywhere else on campus, including:
 1. planters
 2. campus grounds
 3. bathroom sinks and other restroom fixtures

7. Damp Wiping:

- a. This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance.
- b. The wetting solution shall contain an appropriate cleaning agent. Whiteboard solution is not an appropriate cleaning agent.
- c. When damp wiping in toilet areas, a multi-purpose (disinfectant/deodorizer) cleaner shall be used.

8. Partitions (excluding fabric office partitions) & Glass Enclosures:

After each cleaning all surfaces shall be clean and free of dirt, grime, streaks, excessive moisture, and shall not be cloudy.

9. Blinds:

- a. Blinds shall be damp wiped. Cleaned blinds shall be free of dust, stains, and streaks.
- b. Special care shall be taken to prevent damage to operating mechanisms of blinds during the cleaning process.

10. Draperies:

- a. Use an ordinary household vacuum cleaner with proper attachments.
- b. Upon completion of vacuuming, draperies shall be rearranged or re-hung as required in the event fasteners become loose during cleaning.

11. Porcelain Cleaning (and surrounding areas):

- a. Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright. There shall be no dust, spots, stains, rust, mold, encrustation, or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings and watermarks. Floor drains shall be kept free of debris.

- b. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc. Nozzles shall be free from encrustation and wiped with a multi-purpose (disinfectant deodorizer) cleaner.

12. Trash Removal:

- a. Any trash moved shall be lifted and placed in appropriate transportation devised to prevent contact spillage/leakage or escaping trash.
- b. At no time shall trash containers or recycle bins be dragged, pulled or pushed across any floor and/or walkway surfaces, exterior or interior.
- c. Any damage as a result of trash spillage/leaking/escaping trash container shall be the responsibility of the Contractor and corrected to Polk State's satisfaction.

13. Clean-Up:

- a. All supplies, equipment and machines shall be kept free of the traffic lanes or other areas where they might be hazardous, and shall be secured at the end of each work period in areas provided for this purpose. Dust mops, cloths, etc. shall not be left behind.
- b. Cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or removed from the buildings.
- c. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work in each building.
- d. Cleaning solutions shall be disposed of in plumbing fixtures provided specifically for this purpose.
- e. All waste water from floor cleaning/finishing **shall be disposed of only in the utility sinks** in the custodial rooms, not in flower beds.

14. Shower Stalls:

- a. All shower stalls, including floors, and seats shall be cleaned using detergent and scouring powder, if necessary, to remove stubborn spots and stains.
- b. Shower heads and chrome fixtures shall be cleaned with appropriate cleaners.
- c. Non-injurious chemicals may be used to remove soap film and residue and to inhibit fungus growth.
- d. Shower heads, handles and soap containers shall be clean and bright.
- e. All soap film and scouring powder shall be removed.
- f. Shower drain covers shall be free of foreign materials.
- g. Report all slow acting drains to Polk State Representative.

15. Access to Cashier's Offices:

- a. Contractor's employees may have access to the Cashier's offices only via the Security Department at the following times:
 - 1) During Registration Periods:
 - Monday through Friday, 9 a.m. to 5 p.m.
- b. See the current College Calendar for specific dates.

16. Regularly Scheduled Evening Meetings:

- a. The District Board of Trustees of Polk State College meet on the fourth Monday of each month (except December and July – which may be on the 2nd or 3rd Monday), starting at 4:00 p.m.
- b. A schedule of these meetings and their locations will be provided to the Contractor to allow them to best schedule the cleaning of the meeting rooms.

17. Square Footages:

- a. The square footages in Exhibit A are **estimated gross** square footages and correspond to the total square footages in the buildings including walls, overhangs, and entrances.
- b. The Scope of Work includes cleaning of walls, overhangs, and entrances. Thus the inclusion of these areas as Gross Square Footage above, and in the Fee Schedule (Exhibit A).
- c. **In relating the net to the gross square footage (see Fee Schedule – exhibit A), Polk State’s average tolerance/variance/approximate multiplier is 1.4204 x net = gross (approximate)**
- d. All numbers are approximate.
- e. The bookstores and kitchen areas of the Cafeterias are not included in the Scope of Work.
- f. Facilities to be cleaned are listed in the fee schedules.

18. Miscellaneous Duties / Responsibilities:

- a. In addition to the custodial type of work specified herein, the following additional duties shall be performed by the Contractor’s employees:
 - 1) Report Fires to Security Officer, or by calling **911**
 - 2) Report Hazardous Conditions to supervisor, Security Officer, or Polk State’s Contract administrator.
 - 3) Report of items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, etc. Report to supervisor or Polk State’s Contract administrator.
 - 4) Close and lock windows.
 - 5) Turn off lights upon exiting a room after cleaning is completed.
 - 6) Ensure that rooms and buildings are locked after cleaning.
 - 7) Ensure that keys are returned nightly to the Security Officer. Accountable for all keys assigned (see **page 4, paragraph 13** of the Contract).
 - 8) Insure that only lights and electrical service needed to perform their duties are utilized.
 - 9) Insure no flammable rags, solutions, or products are left stored within the buildings.
 - 10) Train custodial work force to provide the necessary services outlined herein.
 - 11) Transportation of Contractor’s employees, supplies, and other items between Polk State buildings, campuses during the conduct of work.

19. Carpet and Furniture Cleaning Option

- a. **Carpet Cleaning (Option):** Hot water extraction process only. Contractor shall describe process and equipment to be utilized. Sufficient time and/or drying must occur to prevent slip/fall of college personnel. Polk State Representative must be consulted before any work start.
- b. **Furniture Cleaning (Option):** Hot water extraction process only. Contractor should describe program and equipment utilized. Sufficient time and/or drying must occur.

Frequency of Tasks Regarding the Scope of Work

Exhibit B
Continued

A. Entry and/or Lobby Areas: (Includes WAD, first and second floors. LTB, first Floor, LTB-1001, LTB-1001A, and LTB-1001B. CPS, first and second floor. Lake Wales Art Center, first floor. JD Alexander, first floor. ATC, first floor.

Daily:

1. Empty wastebaskets; clean, install new liner.
2. Damp wipe all furniture including desks, chairs, tables.
3. Damp wipe all exposed filing cabinets, bookcases and shelves.
4. Clean and disinfect all telephones.
5. Dust and spot clean desk and counter tops.
6. Vacuum carpeted areas in their entirety, including entrance mats (interior and exterior).
7. Sweep and damp mop hard floors. Rinse with clean water.
8. Spot clean spills and stains on carpeted and tile/terrazzo floors.
9. Rearrange furniture, where needed.
10. Dust tops of computer equipment.
11. Metal door thresholds shall be cleaned.
12. Remove gum.
13. Spot clean walls.
14. Remove cob webs.
15. Door hardware shall be cleaned and polished.
16. Dust wood surfaced fixture valances.
17. Clean windows and entrances of Student Center, Lakeland campus.

Weekly:

1. Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, etc.
2. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
3. Dust all blinds.
4. Spot clean walls and partitions.
5. Remove dust, insect nests, and cobwebs from ceiling areas and exterior covered walkways.
6. Clean **all** windows, inside and outside (including Student Services, Polk State only), Cashier and main/lobby area – WAD, and LTB.
7. Spray buff hard surface floors.
8. Clean inside and outside 2-story entrance WAD, LTB, CPS, and ATC south entrance and LTB north and south entrances.

Rain Days:

1. Floors shall be dry-mopped every 30 to 45 minutes in order to remove rainwater that is tracked through the lobby. Contractor shall display warning signs indicating wet floors.

B. General Areas, Office, Conference Rooms & Library:

Daily:

1. Empty wastebaskets, clean, install new liner.
2. Empty all pencil sharpeners and 3-hole punchers.
3. Empty personal paper shredders and install new liner.
4. Remove all large scrap and waste clearly marked as **Trash**. Large quantities of bulky cardboard boxes and packing must be removed from time-to-time. Contractor shall then break down, remove and place the flattened boxes in the trash dumpster.

5. Feather dust tops of computer equipment. **No chemicals** are to be used on the computers and monitor screens.
6. Damp wipe all furniture including desks, chairs, tables.
7. Damp wipe all exposed filing cabinets, bookcases and shelves.
8. Clean and disinfect all telephones.
9. Clean **all** glass in doors, side lights, and partitions/walls.
10. Spot clean walls, push and kick plates, partitions, baseboards, doors and door facings.
11. Sweep and damp mop tile/terrazzo and hard surface floors in high traffic areas.
12. Spot clean spills and stains on carpeted, tile/terrazzo and hard surface floors.
13. Vacuum carpeted areas in traffic lanes.
14. Vacuum entire floor of conference rooms.
15. Clean and sanitize all conference room table tops.
16. Clean / remove any obvious surface dirt and foreign matter.
17. Rearrange furniture, where needed.
18. Spray buff hard surface floors.
19. Whiteboards to be cleaned using water, only if whiteboard is void of writing.
20. Cobwebs to be removed.
21. Clean door, door frame and their respective windows.
22. Clean window ledges and frame up to 10' 0" above floor.
23. Disinfect arm rests of all chairs.
24. Dust all horizontal surfaces to 10' 0", including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.

Weekly:

1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Dust all blinds.
3. Spot clean walls and partitions.
4. Sweep and damp mop tile/terrazzo and hard surface floors, including behind the Library's circulation desk, in their entirety.
5. Vacuum carpeted areas in their entirety.
6. Vacuum all drapes.
7. White boards to be cleaned with "dry-erase" cleaning solution.
8. Remove dust and cobwebs from ceiling areas.
9. Damp wipe all partitions, file cabinets, overhead cabinets.

C. Corridors/Hallways:

Daily:

1. Vacuum carpeted areas.
2. Sweep and damp mop hard surface floors in their entirety.
3. Remove all large scrap and waste clearly marked as TRASH. Large quantities of large cardboard boxes and packing must be removed from time-to-time. Contractor shall break down and flatten boxes to insure proper compaction. Flattened boxes shall be placed in the trash dumpster.
4. Spot clean walls, push and kick plates, partitions, baseboards, doors and door facings.
5. Clean/remove any obvious surface dirt and foreign matter.
6. Feather dust all wall hangings (pictures, drop boxes, etc.)

Weekly:

1. Spray buff hard surface floors.

D. Kitchen (in office areas) and Break Areas:

Daily:

1. Sinks and faucets shall be cleaned and disinfected.
2. Countertops shall be cleaned and disinfected.
3. Mop hard floors in their entirety.
4. Vacuum carpets.
5. Wipe and clean inside/outside of microwave ovens.
6. Damp wipe and disinfect refrigerator handles.

Weekly:

1. Spray Buff hard surface floors.

E. Cafeteria and Vending Areas:**Daily:**

1. Clean and sanitize all public-use microwaves, as follows:
 - a. At approximately 9 a.m., and
 - b. Check every 90 minutes until 6:00 p.m. and clean any spills
2. Empty all trash containers and disposals, wash and disinfect exterior and interior of all containers.
3. Damp clean and disinfect table tops, seats and backs of chairs.
4. Arrange furniture as per specifications provided by Polk State's Contract administrator.
5. Clean and disinfect (remove mineral deposits and shine) drinking fountains.
6. Spot clean doors, frames, light switches, kick and push plates, handles, walls, and interior glass.
7. Dust other furniture, sills and ledges.
8. Sweep and scrub hard surface floors. No finish shall be put on quarry or ceramic tile. Chairs are to be moved from the area prior to sweeping, and replaced when floor has dried. All moving and replacing of chairs shall be done by Contractor's employees, **not Cafeteria staff**.
9. An Auto Scrubber is recommended for the WH Student Center Building. This machine is to be used nightly, Monday through Friday, to scrub the tile floor. The floor is to be cleaned nightly regardless of daily traffic. The Contractor will be held accountable and liable for any damage caused by any of the Contractor's equipment. Any water used by Contractor to clean floors is to be discarded in the custodial mop sink in Room WST-134A. Contractor shall place warning signs/placards indicating wet floors when cleaning floors.
10. Vacuum carpeted floors in their entirety.
11. Spot clean spills and stains on carpeted floors.
12. Clean inside and outside glass of the building.
13. Damp clean and wipe dry the face of all vending machines.

Weekly:

1. Low and high dust all horizontal surfaces.
2. Remove cobwebs.

Note: Cafeteria kitchen areas are not included in the SOW.

F. Classrooms, Studios, Auditoriums, Labs and Shops:**Daily:**

1. Empty all pencil sharpeners.
2. Empty all waste receptacles; clean, install new liner.
3. Dust all horizontal surfaces up to 10' 0", including student desks.
4. Completely clean and wash chalkboards and/or white-boards and trays using water (unless instructor has left specific request/message with specific instructions to not erase information on chalkboards or white boards).
5. Clean and replace erasers (Polk State will supply the erasers).
6. Polk State restock hand towels for the labs for experiments.
7. Clean countertops and sinks in labs, only if cleared of chemicals and equipment.
8. Arrange furniture, where needed.
9. Sweep and damp mop hard surface floors in traffic areas only.
 - a) Exceptions:
 - 1) Room **WFA-103 (theater backstage, workshop)**: Sweep entire floor with treated sawdust compound to eliminate dust.
 - 2) Room **WFA-105**: Damp mop entire floor. Rinse with clean water.
10. Vacuum carpeted floors in traffic lanes only.
11. Spot clean spills and stains on carpeted, tile/terrazzo and concrete floors.
12. Spot clean walls, doors, ledges, etc., as needed.
13. Dust tops of computer equipment. **No chemicals** are to be used on the computers and monitor screens.
14. Remove all chalk dust in carpets.

Weekly:

1. Spot clean walls, doors, ledges, etc., as needed.
2. Sweep and damp mop hard surface floors in their entirety
3. Vacuum carpeted floors in their entirety. When furniture is moved, it must be replaced as found, with chairs and tables lining up in rows.
4. Spot clean spills and stains on carpeted floors.
5. Clean tracks on sliding chalk boards.
6. Sanitize student and instructors desks.
7. Spray buff hard surface floors.
8. Clean white boards with dry-erase cleaning solution.
9. Disinfect arm rests of all chairs.

Monthly:

1. remove dust and cobwebs from open ceiling structure.
-

G. Elevators:**Daily:**

1. Sweep and damp mop daily to remove dirt, dust and litter. Rinse.
2. Clean threshold tracks.
3. Spot clean doors, walls, selection panel, etc.
4. Spot clean any spills or stains on floors.
5. Polish all bright metal surfaces.
6. Vacuum door tracks.

Weekly:

1. Clean and polish entire surface of car inside and out.
2. All cracks and crevices are to be clean and free of dirt.
3. Mop and wax entire floor.
4. Spray buff hard surface floors.

Quarterly (before start of each term):

1. Strip, seal and refinish floors.
 2. Remove, clean and replace plastic ceiling tiles.
-

H. Stairways:**Daily:**

1. Sweep landings and steps.
2. Sanitize hand rails and grab bars.
3. Clean any spills or stains.
4. Spot clean walls.
5. Remove gum.
6. Low dust all horizontal surfaces to hard height (70") including sills, ledgers, molding, shelves, picture frames, ducts, etc.

Weekly:

1. High, and vertical dusting.
 2. Remove cobwebs.
 3. Mop entire floor area and stairs.
 4. Spray buff hard surface floors.
-

I. Outside Cleaning:**Daily:**

1. Wipe all exterior tables and benches.
2. Pickup or vacuum debris and cigarette butts from all concrete walkway areas for a distance of 24" from each side.
3. Remove cigarette butts and debris from cigarette urns.
4. Clean trash cans, including lids. Damp wipe area of insertion.
5. Remove gum.

6. Blow down covered areas every morning.
7. Remove leaves and trash from against building – along sidewalks only.
8. Remove any debris from courtyards.

Weekly:

1. Sweep all exterior covered area walkway.
 2. Sweep exterior stairwells.
 3. Remove cobwebs from all walk-ways, buildings and window frames.
 4. Knock down wasp nests from covered door entrances.
-

J. Light Fixtures:

Weekly:

1. Remove cobwebs from fixtures with web-brush, up to 10' 0" above floor.
-

K. Cashier's Area:

Daily:

1. Pick up litter (outside).
2. Sweep and damp mop floors (outside).
3. Clean table top (outside).
4. Empty wastebaskets, clean, install new liner.
5. Empty all pencil sharpeners and 3-hole punchers.
6. Empty personal paper shredders and install new liner.
7. Dust tops of computer equipment. **No chemicals** are to be used on the computers and monitor screens.
8. Damp wipe all furniture including desks, chairs, tables.
9. Damp wipe all exposed filing cabinets, bookcases and shelves.
10. Clean and disinfect all telephones
11. Clean glass inside/outside in partition/wall (Winter Haven & Lakeland).
12. Spot clean walls, push and kick plates, partitions, baseboards, doors and door facings.
13. Spot clean spills and stains on carpeted, tile/terrazzo and hard surface floors.
14. Vacuum carpeted areas in traffic lanes.
15. Clean / remove any obvious surface dirt and foreign matter.
16. Rearrange furniture, where needed.

Weekly:

1. Clean window (inside and outside) and stainless steel ledges.
2. Vacuum carpeted areas in their entirety.

Note: Cashier's area is accessible only during the day from 8:00 a.m. through 5:00 p.m.. Cleaning shall be performed during these hours.

L. Compactor Area:

Daily:

1. Pick up and discard all trash in designated compactor area.
 2. Area around compactor to be kept free of debris.
 3. When compactor is removed, area to be "hosed down" and all debris removed.
-

M. Computer Room (WAD-149)*:

Daily:

1. Empty wastebaskets, clean, install new liner.
2. Dust tops of computer equipment. **No chemicals** are to be used on the computers and monitor screens.
3. Damp wipe all furniture including desks, chairs, tables.
4. Damp wipe all exposed filing cabinets, bookcases and shelves.
5. Clean and disinfect all telephones
6. Clean window glass and glass in door.
7. Spot clean walls, push and kick plates, baseboards, doors and door facings.
8. Spot clean spills and stains on carpeted floor.
9. Vacuum carpeted areas in traffic lanes

10. Clean / remove any obvious surface dirt and foreign matter.
11. Rearrange furniture, where needed.

Weekly:

1. Spot clean walls.
2. Vacuum carpeted areas in their entirety.

Monthly:

1. Remove dust and cobwebs from ceiling areas.

* **Note:** Room WAD-149 is accessible only during the day from 8:00 a.m. through 5:00 p.m. Cleaning shall be performed during these hours.

O. Restrooms:

Daily:

1. Check every two hours to determine if service is needed. Establish/implement and monitor restroom checklist to assure consistent attention to requirements noted herein and review with Polk State representative.
2. Thoroughly clean, disinfect and polish all vitreous (enamel) fixtures including toilets, urinals, and sinks. Remove any mineral and water rings deposit rings. Seats shall be cleaned on both sides and left in a raised position. If any fixtures are clogged, immediately notify Polk State's Contract administrator. Abrasive and caustic cleaning materials shall NOT be used.
3. Thoroughly clean and polish all faucets. After being washed, faucets shall be wiped dry with a clean rag.
4. Thoroughly clean and disinfect the inside and outside of changing tables.
5. Remove all foreign materials from floor drains.
6. Clean and polish mirrors and shelving. Mirrors shall be free of streaks or film. Abrasive and caustic cleaning materials shall NOT be used.
7. Empty all waste receptacles. Spot clean and disinfect containers. Insert new liners. Trash shall be picked up from the floor.
8. Empty, clean and disinfect interior and exterior surfaces of sanitary disposal receptacles. Replace liner.
9. Sweep, damp mop, rinse, and disinfect hard surface floors. Abrasive and caustic cleaning materials shall NOT be used.
10. Replenish the supply of dispenser items such as toilet tissue, toilet seat covers, unscented anti-bacterial soap, tampons, and paper towels. At least one full roll of toilet tissue shall be on each spindle each time serviced.
11. Ensure that locks are used and maintained on dispensers with locking devices.
12. Spot clean window sills, ledges, stall partitions, walls, doors and door frames.
13. Clean vents.
14. Clean partitions.
15. Clean walls in vicinity of hand dryers, soap dispensers, and urinals.
16. Remove cobwebs and spider webs.
17. Report any graffiti or markings of any kind, on any surface, or items in need of repair, to Polk State's Contract administrator.

Weekly:

1. Dust all horizontal surfaces up to 10' 0", including sills, moldings, ledges, shelves, and frames.
2. Clean and flush floor drains with germicidal detergent, followed by a second flushing with clean rinse water.
3. Clean all lavatory baseboards.
4. Spray buff hard surface floors.
5. Clean tile and grout on floors, especially under urinals & hand dryers, and around sink area.

Quarterly:

1. Foam cleaning, two part disinfecting cleaner and rinse, and/or sanitize bathroom walls.

P. Showers and Locker Rooms:

Daily:

1. Check every two hours to determine if service is needed.
2. Floor drains shall be kept free of foreign materials.
3. Clean, disinfect and polish showers.
4. Clean and polish mirrors and shelving.
5. Empty all waste receptacles. Spot clean and disinfect containers. Insert new liners.
6. Sweep, damp mop, rinse, and disinfect hard surface floors.
7. Replenish the supply of dispenser items such as toilet tissue, unscented anti-bacterial soap, and paper towels.
8. Spot clean window sills, ledges, stall partitions, walls, doors and door frames.
9. Clean vents.
10. Clean partitions.
11. Clean walls in vicinity of hand dryers, soap dispensers, and urinals.

Weekly:

1. Dust all horizontal surfaces up to 72", including sills, moldings, ledges, shelves, and frames.
2. Clean and flush floor drains with germicidal detergent, followed by a second flushing with clean rinse water.
3. Clean all baseboards.
4. Spray buff hard surface floors.
5. Damp wipe all lockers.
6. Dust tops of all lockers.

Quarterly:

1. Foam cleaning, two part disinfecting cleaner and rinse.
-

Q. Gym

Daily:

1. Empty wastebaskets, clean, install new liner.
 2. Dust mop wood floor, details shall be provided by manufacturers.
 3. Clean/remove any obvious surface dirt and foreign matter.
 4. Sweep landings and steps.
 5. Clean handrails and grab bars.
 6. Clean any spills or stains.
 7. Spot clean walls
 8. Remove gum.
 9. Remove debris from bleachers.
 10. Remove debris from under bleachers.
 11. Wide down all seats with a damp cloth.
 12. Clean area behind second level bleachers.
 13. No water or cleaners to be used on gym floor, only dust mop.
-

R. Baseball Field-House

Daily:

1. Empty wastebaskets, clean, install new liner.
 2. Clean/remove any obvious surface dirt and foreign matter.
 3. Vacuum floor.
 4. Clean and disinfect handrails and grab bars.
 5. Clean any spills or stains.
 6. Spot clean walls
 7. Remove gum.
 8. Wide down all seats with a damp cloth.
-

S. Weight Room/Wellness Center (Winter Haven, Lakeland and CPS)

Daily:

1. Empty wastebaskets, clean, install new liner.
2. Clean/remove any obvious surface dirt and foreign matter.
3. Vacuum floor.
4. Clean and disinfect handrails and grab bars.
5. Clean any spills or stains.

6. Spot clean walls
7. Remove gum.
8. Wide down all seats with a damp cloth.

T. WFA, LTB, CPS, LWAC, Lobby and Theater

General:

1. Personnel shall be made aware of scheduled events in the Lobby, Gallery and Theatre so that their equipment is NOT in the lobby area ½ hour before, during the event, or ½ hour after the event.
2. Large bags of trash collected shall NOT be piled under the loggia area, near any of the entrances, or in front of the Box Office one hour before the events, during the events, and ½ hour after the events.
3. The ledge outside the Box Office shall be cleaned at least one hour prior to each performance/event.
4. Inspect, wipe, vacuum floor, remove trash, and wipe spills 1 hour prior to performance and after performance.
5. Check adjacent bathrooms, empty trash, clean and sanitize fixture, replenish dispenser. Follow guidelines noted in paragraph "O".

Note: Contractor's employees shall NEVER use the Fine Arts Lobby as a break area.

U. WFA Box Office

Daily:

1. Empty wastebaskets, clean, install new liner. Prior to every event, clean glass inside and outside before every event
2. Clean counter inside and outside before every event
3. Contractor's employees must perform all duties prior to the events, NOT during events.

V. Bookstore

1. Clean exterior windows and doors.

W. Cafeteria Kitchen Area:

No cleaning is required.

X. Miscellaneous / All Locations:

Daily:

1. Remove gum from any/all surfaces throughout the campus/center
2. Spot cleaning of spills and stains on carpets, including extraction, in all buildings.
3. Outside garbage cans to be emptied, new liner installed, and lids to be wiped clean.
4. Vacuum floor and file storage tracks in WAD building during normal business hours. Schedule to be coordinated with Polk State's Contract administrator.
5. Trash removal will include all duties required for recycling.
6. Many trash bins have holes in them, and therefore require plastic bag liners to be installed.

Weekly:

1. High dusting, including picture frames, partitions, maps, tops of files, cabinets, and cobwebs.
2. Damp wipe outside lockers (LAC-A building).
3. Damp wipe tops of outside lockers (LAC-A building).
4. Damp wipe lockers (WCL)

Monthly:

1. Exposed parts of air conditioning vents including return vents are to be cleaned monthly (exception: vents in restrooms are to be cleaned daily).
2. All outside garbage can plastic liners are to be removed, washed and disinfected.

Quarterly:

1. Metal door thresholds shall be cleaned and polished.

Semi-Annually:

1. All floor hard surfaces except ceramic tile all locations shall be striped, scrubbed, waxed, and finished twice annually, unless otherwise advised.

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Contractor's Personnel

1. Tasks to be Performed

- a. A copy of the "Frequency of Tasks" portion of the Scope of Work shall be provided to each employee assigned to a Polk State location.
- b. Contractor shall ensure that each employee reads the Scope of Work, and understands their responsibilities.
- c. A copy of the "Frequency of Tasks" portion of the Scope of Work or checklist which includes all tasks within the document shall remain on each cleaning cart and each restroom as a reference of their assigned duties.

2. Supervision and Staffing

- a. Polk State reserves the right to approve all personnel assigned on this contract. Any changes during the contract period must be approved by Polk State before implementation. Polk State reserves the right to reject any candidate for any reason. Polk State shall have the right to have any assigned worker removed for any reason.
- b. The Contractor shall provide sufficient personnel to perform the duties outlined herein.
- c. The Contractor shall provide and maintain an organizational chart indicating personnel assignments for College locations. Polk State Representative and Polk State's security shall be notified of any personnel changes.
- d. Contractor shall prepare a summary of daily time sheets illustrating how many employees and hours are worked by each employee. The summary shall be made available to Polk State's Contract administrator within eight (8) hours of request.
- e. Family members* shall not work for another family member in a supervisory capacity.
- f. No more than two (2) family members may work on the same location at the same time.

* Note: "Family member" shall mean immediate or extended family.

3. Special Events Services

The Contractor shall maintain records of employee work hours worked on Special Events per week and shall submit this information with monthly invoices for payment.

4. Organizational Chart

- a. The Contractor shall provide Polk State's Contract administrator with a written list of all employees assigned to work at Polk State within 5 working days of the Contract start date. The list shall include:
 - 1) Employee's full legal name
 - 2) Home address
 - 3) Home telephone number
- b. The Contractor shall be held responsible for the accuracy of the data required, and shall update the list immediately should there be any changes.

5. Uniforms

- a. Name tags and shirts with company name and/or logo shall be worn by all personnel for security purposes.
- b. The Contractor shall require all employees to wear distinctive uniform clothing. Male employees shall wear uniforms consisting of either sleeved shirts, colored non-collared shirt or trousers as appropriate. Female employees shall wear uniforms consisting of either pants and shirts/blouses, dresses or smocks.

- c. The uniform shall have the Contractor's name affixed thereon in a manner approved by Polk State's contract administrator. Any color or color combination may be used. Employees shall be required to dress neatly, commensurate with the tasks being performed.
- d. The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available.
- e. Contractor's footwear shall be closed toe – covering all exposed areas of the foot. Soles of footwear shall be non-slip and compatible with the surfaces being cleaned and chemicals/cleaning agents used in the performance of his/her duties.
- f. At the discretion of Polk State's Representative, employees may be sent home if not in proper uniform.

6. Safety Program

- a. Contractor shall submit a safety plan within 5 working days of the Contract start date for review by the Polk State contract administrator and risk management and safety.
- b. The Contractor shall be responsible for instructing employees in safety measures considered appropriate.
- c. The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations.
- d. Contractor's employees shall be required to interrupt their work at any time to allow passage of Polk State faculty, staff or students.
- e. Warning signs shall be used to identify wet/slippery floors. The signs shall be removed as soon as the slippery conditions no longer exist, but no later than end of the next shift.
- f. Site Supervisor shall be responsible to assure the warning signs do not accumulate in any area if they are no longer required.

7. Breaks

- a. Break areas are restricted to designated space within the building. Any building that has designated areas for lunch breaks, such can be used by Contractor's personnel. Office areas in all buildings are off-limits for designated break periods.
- b. Polk State's Contract administrator will identify the exact locations in each building where breaks can be taken.
- c. Contractor's employees shall NEVER use the Lobby or Gallery at any college location as a break area.

8. Prohibitions

- a. The Contractor shall prohibit their employees from:
 - 1) disturbing papers on desks,
 - 2) opening desk drawers
 - 3) opening file drawers
 - 4) opening drawers on any furniture
 - 5) using telephone or office equipment
 - 6) using kitchen appliances
 - 7) soliciting or accepting tips or gratuities of any kind
 - 8) stealing/taking either Polk State property or personal property
 - 9) using illegal drugs or alcohol or other prohibited substances, or be under the influence of illegal drugs or alcohol while on Polk State's campus/center
 - 10) carrying or using guns, knives or other dangerous weapons
 - 11) unplugging computers or other equipment, or
 - 12) disturbing the day-to-day operations of Polk State.

9. Conduct

- a. The Contractor shall require his employees to comply with any and all instructions pertaining to conduct and building regulations issued by duly appointed officials, such as Polk State's Contract administrator, and Security Officers.
- b. Contractor's employees shall refrain from using vulgar/foul language while on Polk State campuses, and abide by Polk State's Sexual Harassment Policy (Exhibit D).

10. Qualifications of Employees

- a. A fully qualified, and trained for their specific duties, workforce shall be on-board by the end of the first 30 days of the contract, and shall be maintained throughout the period of this contract.
- b. All employees assigned by the Contractor to perform the work under this contract shall be physically able to do their assigned work, and shall be in good health. It shall be the Contractor's responsibility to insure that all employees meet the physical standards needed to perform the work assigned. All personnel employed by the Contractor shall be trained and experienced, qualified in this type of work.
- c. All personnel assigned and/or begin work on this Contract shall be trained and fully aware of their responsibilities and duties.

11. Criminal Record Check

- c. All employees working on the Polk State campuses shall have no criminal record/history for the past five (5) years.
- d. All contractors/vendors who are permitted access on school grounds when students are present have direct contact with students, or who have access to or control of school funds for Polk State must meet the Level 2 screening requirements, pursuant to F.S. 1012.32, in order to comply with the Jessica Lunsford Act (F.S. 1012-465). The cost of such background screening and badging is to be paid by the contractor/vendor.

12. Supervision of Employees

- a. The Contractor shall at all times provide adequate on-site supervision (minimum of 1 supervisor/lead custodian per shift) of employees to insure complete and satisfactory performance of all work in accordance with the contract. The Contractor's site supervisor shall be available on-site at all times when the work is being performed.
- c. The Contractor's supervisors shall be fully and adequately trained, with a minimum of two years' experience in cleaning supervision, sufficient in scope to meet the approval of Polk State's Contract Administrator.
- d. Any records associated with this contract must be made available for review to the Polk State College Contract Administrator upon 24 hours' notice.

13. Access to Polk State Premises

- a. Neither the Contractor nor their employees shall permit any authorized individual to have access to the building, rooms or grounds designated herein. Any person(s) requesting access to a building shall be referred to the Security Officer.
- b. Contractor's employees shall not bring any family and/or friends (or allow them access to Polk State buildings) with them during work hours to the Polk State campus. Any employee of the Contractor who does so, shall not be permitted to work on Polk State's campuses on this Contract, and shall immediately be replaced.

14. Employee Records

- a. The Contractor shall keep the following records for each employee performing work for this contract:
 - 1) Employee Name
 - 2) Employee Work Classification
 - 3) Daily Hours Worked

- 4) Locations Cleaned
- 5) Completed I-9
- 6) Results of a criminal record check and finger printing as required in paragraph 11 (a) and (b).

15. Key Personnel

- a. Contractor shall notify Polk State in the event of key personnel changes which might affect this Contract. Notification shall be made immediately of said changes. Polk State has the right to reject proposed changes in key personnel.
- b. The following supervisory personnel shall be considered key personnel:
 - 1) Contract Manager – Home Office
 - 2) Site Supervisor – All College locations
 - 3) Lead Custodian (each shift) – Lakeland
 - 4) Lead Custodian (each shift) – Winter Haven
 - 5) Lead Custodian (each shift) – Airside West/Airside East
 - 6) Lead Custodian (each shift) – ATC
 - 7) Lead Custodian (each shift) – CPS
 - 8) Lead Custodian (each shift) – JD Alexander/Lake Wales Art Center

Polk State College District Board of Trustees Rule

Rule Number	Subject	Rule Making Authority	Statutory Reference	SBE Rule Reference	Effective Date
3.27	Harassment/ Sexual Harassment	FS 1001.64	FS 1001.64	6A-14.060(4)	7/23/07

The District Board of Trustees has adopted the following rule to establish the college's position on the subject of harassment, including sexual harassment to set forth guidelines for handling violations of this rule, and to specify the related complaint-handling procedure.

I. Scope

This rule applies to all employees, students and nonemployees at all campus locations and all college functions. To the extent practical, non-employees (applicants, volunteers, vendors, contractors, etc.) on our premises should be made aware of the rule and are expected to comply.

II. Policy

A. It is the policy of Polk State College that all employees and students should be able to learn and work in an educational environment free from any form of harassment, including sexual harassment, and retaliation. Harassment in any form, based on race, color, national origin, age, religion, disability, ethnicity, marital status, gender and any other factor protected under applicable federal state, and local civil rights laws, rules and regulations ("the Protected Categories"), including sexual harassment, is prohibited, as are all forms of sexual intimidation and exploitation. All faculty, students, and staff should be aware that the College will not tolerate any conduct that constitutes harassment. Complaints of harassment will be promptly and thoroughly investigated and appropriate action, including disciplinary measures, will be taken when warranted as detailed in Procedures 6076 and 6086.

B. Individuals who feel they have been harassed should immediately report such incidents, following the specified procedure in Procedures 6076 and 6086 and Rule 4.01.

History

Adopted: October 26, 1992.
Revised: May 23, 1994 and July 23, 2007.

Distribution

All Holders of DBOT Rules Manual