

[REDACTED]

**SERVICE AGREEMENT
(Fixed Price)**

AGREEMENT dated _____ by and between The School Board of Okaloosa County, Florida (hereinafter referred to as "Customer") and GCA Services Group, Inc. (hereinafter referred to as "GCA").

BACKGROUND

Based upon its extensive experience in the field, GCA is prepared to and desires to provide certain services to Customer as set forth herein.

Customer desires to contract with GCA for the performance of these services to be performed on Customer's premises.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Services to be Provided: GCA (or an affiliate) will provide services (hereinafter referred to as "Services") for Customer according to the specifications set forth in Attachment A at its facilities specified below:

The School Board of Okaloosa County, Florida
120 Lowery Place SE
Fort Walton Beach, FL 32547

In performing such Services, GCA will do the following:

- A. Furnish a management team to ensure the Services are accomplished in accordance with the terms and conditions set forth herein.
- B. Furnish, train, manage and direct GCA and Okaloosa County School employees within schools specified by list, attachment A, in the performance of Services. Customer shall have the right, upon written notice to GCA, to require the replacement of any GCA employee employed at the Facilities whose continued presence, in the opinion of Customer, is not in the best interest of Customer or its employees, provided such replacement shall not contradict any local, State or Federal law. GCA will take all measures required by law to assure all GCA employees who provide services under this Agreement shall comply with all applicable laws, ordinances, rules and regulations in the performance of Services provided under this Agreement, including but not limited to, all applicable Customer policies and procedures, rules and regulations in effect at the time, all laws governing appropriate visa and work authorization, any and all applicable Customer policies regarding background information, pre-employment testing and any other applicable requirements deemed appropriate by Customer.
- C. Provide additional services (non-repetitive in nature) similar to, but not included in, the Services from time to time as agreed by the parties ("Additional Services").

2. Costs to be Paid by GCA: The following costs will be paid by GCA:

- A. All wages and salaries, including regular pay and, to the extent applicable, vacation pay, for GCA's employees working at Facilities.
- B. The cost of social security taxes, State and Federal unemployment insurance premiums, general liability and umbrella insurance premiums, and workers' compensation premiums, and, to the extent applicable, medical, life, and dental insurance premiums (if any), other applicable fringe benefits, related administrative costs and payroll-based Federal, State and local taxes payable on behalf of GCA's employees working at Facilities. GCA shall indemnify and hold harmless Customer from any claim for payment of such items relating to wages and/or salaries paid by GCA under this Agreement, including but not limited to benefits payable under any applicable law to its' employees.
- C. The cost of all janitorial supplies (including chemicals).
- D. The cost of all restroom and other supplies (including paper, plastic and other miscellaneous consumables used throughout the building).
- E. The cost of personal computers, printer and copier for GCA's office and management staff.
- F. The cost of all required uniforms for GCA's and Okaloosa employees.
- G. The cost of manuals, forms, training aids, office supplies, and long-distance telephone calls needed in performing the Services.
- H. The cost of GCA's supporting operations management, human resources, accounting, legal, training and development and general administrative functions.
- I. The cost of purchasing and/or leasing supplementary janitorial equipment.
- J. The cost of maintaining and repairing district owned and GCA owned janitorial equipment needed to perform the Services.
- K. The cost of any pre-employment testing for GCA employees as required by Customer policies and procedures in effect as of the date of this Agreement and applicable law.

3. Costs to be Paid by Customer: The following costs will be paid by Customer:

- A. The costs of utilities and electric power used by GCA to accomplish the Services.
- B. The provision of a secure equipment storage space at each of the Customer's facilities.
- C. The cost of all waste removal and disposal from Customer's facilities. The cost of waste containers, compactors, bins, cans, bailers, shredders, dumpsters and related receptacles used to temporarily store or process waste at Customer's facilities.
- D. The cost of internal and local Customer telephone service.
- E. The cost of a suitable office, repair space and office furnishings.



- F. All wages and salaries, including regular pay and, to the extent applicable, vacation pay, sick pay, bereavement pay and holiday pay for Customer's employees working at Facility.
- G. The cost of employee benefits of Customer's employees pursuant to standard Customer policies and Florida law.
- H. GCA will provide emergency labor at the rate of \$16.68 per man hour.

4. Payments to GCA by Customer: In consideration of GCA's performance of its obligations under this Agreement, Customer shall make payments to GCA as described below:

- A. Contract Price: The contract price for the first year shall be One million seven hundred eighteen thousand eight hundred thirty eight dollars and fifty eight cents (\$1,718,838.58) for 10.5 months, with a pro-rated amount for the August 15 – 31, 2009, of Eighty nine thousand three hundred fifty eight dollars and fifty eight cents (\$89,358.58) The Contract Price for the remainder of the first year shall be paid in ten (10)-monthly installments ("Monthly Payments") of One hundred sixty two thousand nine hundred forty eight dollars (\$162,948.00), which will be billed at the beginning of the month in which the Services are to be rendered. The contract price for twelve (12) months or annual price is One million nine hundred fifty five thousand three hundred seventy six dollars (\$1,955,376.00). Additional Services will be invoiced at the end of each month for such Services provided during that month.
- B. Payment Terms: The monthly payments shall be either (i) hand delivered to GCA's manager (or another nominee of GCA) from an authorized employee of Customer; (ii) made by electronic transfer to the GCA's designated bank account or (iii) delivered to an address provided by GCA. The first such Monthly Payment shall be made on or before September 15, 2009 and each subsequent payment on or before the 15th day of each month thereafter. Payment for Additional Services will be made no later than net 15 days from date of invoice. Invoices will be submitted for approval to the Director of facilities by the 1st of each month.
- C. Contract Price Adjustments: The Contract Price shall be adjusted as follows:
 - i. Annual CPI Adjustment: At the end of the initial term, the Contract Price shall be increased by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) during the contiguous twelve (12) month period immediately predating the first day of the current annual period
 - ii. Change in Existing Buildings: Should Customer request a change in Services for reason of adding new or existing buildings or permanent closings of units or buildings or a change of tasks or frequencies to be performed or a significant change in the activity or use of Customer's Facilities, and should such change result in a change of costs to GCA, the Contract Price and the Monthly Payments shall be changed by the projected change in costs to GCA, such changes taking effect from the date of the change in Services. Such change in price could be an increase or a decrease based on whether there are opening(s) or closing(s) of building(s).
 - iii. Conversion of Labor: As Customer employees leave the employment of the Customer for any reason during the term of this agreement, those employee positions will be replaced with GCA employees. Both parties will negotiate the costs of wages and benefits for the Converted Position(s) and the Contract Price will be adjusted accordingly at the time the Converted

[REDACTED]

Position vacancy is filled by a GCA employee.

5. Term and Termination of Agreement:

- A. **Initial Term:** The term of this Agreement shall commence on the 15th day of August, 2009 and shall continue until June 30, 2010 (“Initial Term”). Thereafter, this Agreement may be renewed on an annual basis (“Renewal Term”) for four (4) additional annual renewals upon mutual agreement of both parties.

- B. **Termination for Unsatisfactory Service:** If, in the sole reasonable opinion of Customer, GCA is not performing the Services in accordance with the requirements of this Agreement, and Customer desires to terminate this Agreement, Customer must give GCA thirty (30) days written notice of its intention to terminate this Agreement if such service deficiencies are not corrected within that time (the “Cure Period”), which notice shall specify the service areas in question. On or before the end of the thirty (30) day Cure Period, Customer shall reasonably determine that either (i) the service deficiencies have been corrected, in which case the Agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the service deficiencies have not been corrected, in which event Customer may, by further written notice, terminate this Agreement sixty (60) days from the end of the Cure Period. In the event that Customer does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the Agreement shall continue in full force and effect thereafter.

- C. **Termination for Material Change in Financial Condition:** In the event a petition in bankruptcy is filed by or against either party which is not dismissed within 30 days thereafter, or if either party shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statutes, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, then the other party may immediately terminate this Agreement in whole or in part.

- D. **Transition Services:** In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, GCA agrees that the Customer may provide written notice to GCA retaining GCA for a minimum of one calendar month, and on a month by month basis for a period not to exceed six months, on the same terms and conditions set forth in this Agreement. However, the compensation to be paid to GCA during this period shall be the prior year’s contract price pro-rated for the period of Transition Services. The provisions of this section will not apply if this Agreement is terminated by GCA based on an uncured event of default by the Customer (in which event GCA reserves all rights at law).

6. Certification:

- A. GCA represents that it is certified to perform the Services in accordance with all applicable laws, regulations and rules.

7. Compliance with Local, State and Federal Regulations, Codes and Standards:

- A. GCA is responsible for complying with local, state and federal regulations, codes and standards regarding fire, health and casualty safety requirements. GCA will be responsible for all monetary issues arising from fines levied by Regulatory Agencies due to non-compliance



of local, state and federal regulations, codes and standards. Additionally, corrections to any findings shall be made timely in order to meet the requirements as deemed by the issuing agency.

8. OSHA:

- A. GCA shall be responsible for conducting all activities at the work sites in accordance with the provisions of the Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued there under. GCA specifically agrees to indemnify and hold harmless the Board, its members, employees and agents, in their individual and official capacities, for all claims, liability and damages, including by not limited to reasonable attorneys' fees and costs, resulting from GCA's failure to conduct its activities at the work sites in accordance with said Act and related standards.

9. Subletting or Assignment:

These services shall not be assigned, or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve GCA from its obligations, or change the terms of the Agreement. Except for permitted payments to subcontractors, GCA shall not transfer or assign any contract funds or claims due, or to become due, without written approval of the Board having first been obtained. Any other transfer or assignment of any funds due under the Agreement either in whole or in part, or any interest therein, which shall be due or become due GCA, shall cause annulment of said transfer or assignment.

10. Insurance:

- A. Insurance to be carried by GCA: GCA shall procure and maintain during the term of this Agreement, at GCA's sole expense, the following insurance:
 - i. Worker's Compensation and Employer's Liability Insurance covering obligations imposed by federal and state statutes with jurisdiction over GCA's employees.
 - ii. Property Insurance covering GCA's personal property now or hereafter located on Customer's Facility against "All Risk" of Loss within an amount at least equal to replacement value. "All Risk" shall mean at a minimum coverage for Special Causes of Loss perils.
 - iii. Commercial General Liability Insurance providing coverage for GCA's operations with minimum limits of liability not less than the limits shown below:

Limits:	
General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expense (any one person)	\$ 5,000



- iv. Umbrella Liability Insurance providing excess coverage over the underlying Commercial General Liability and Employers Liability policies with a limit of \$25,000,000 per occurrence/aggregate.
- v. Employee Dishonesty Coverage for the acts of GCA's employees in an amount no less than \$100,000.

GCA shall furnish a Certificate of Insurance to Customer clearly evidencing this coverage and shall list the The School Board of Okaloosa County, Florida as an additional insured.

B. Waiver of Rights of Recovery and Waiver of Rights of Subrogation.

Customer and GCA waive all rights of recovery against the other for loss or damage covered by any property insurance maintained by Customer or GCA.

Customer and GCA further waive all rights of subrogation against each other for loss or damage covered by any insurance maintained by Customer or GCA.

If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth above, then Customer and GCA, as the case may be, will cause them to be so endorsed.

11. Indemnification: GCA agrees to indemnify, hold harmless and defend Customer, its employees, and related entities from and against any and all liability for loss, damage or expense for which Customer may be held liable by reason of injury (including death) to any person (including GCA's employees) or damage to any property which results from GCA's negligence or tortuous misconduct arising out of or in any manner connected with the Services described in Attachment A hereto, except to the extent due to any act, omission, negligence or strict liability of Customer or any of its employees, subcontractors or third parties. Customer agrees to indemnify, hold harmless and defend GCA and its employees and related entities from and against any and all liability for loss, damage or expense for which GCA may be held liable by reason of injury (including death) to any person (including Customer's employees) or damage to any property which results from Customer's negligence or tortuous misconduct arising out of or in any manner connected with the Services described in Attachment A hereto, except to the extent due to any act, omission, negligence or strict liability of GCA or any of its employees, subcontractors or third parties. In no event shall either party be liable to the other: (a) for loss of profits, injury to business goodwill or other consequential or incidental damages, or (b) for any other claim or liability arising out of or relating to the Services or this Agreement in an aggregate amount which exceeds the amount actually paid by Customer for the Services under this Agreement during the six month period immediately preceding the event giving rise to such claim or liability. A party seeking indemnity for any third party claim must promptly notify the other party after becoming aware of any such claim in order to be indemnified for such claim.

The Customers liability under this paragraph shall not exceed the waiver limits of sovereign immunity under Florida law.

12. Force Majeure: Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather or energy related closings, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.



13. Ancillary Commitments and Responsibilities:

- A. GCA agrees to participate as requested by the Okaloosa district staff in an ongoing review of GCA's performance to facilitate communication regarding service levels and objectives.
- B. Confidential and Proprietary Information: Customer may provide GCA and its employees/agents with access to proprietary and confidential business, financial and technical information (hereinafter "Confidential Information") as deemed reasonably necessary by Customer for GCA to carry out its obligations under this Agreement. GCA agrees, on behalf of its officers, agents, directors and employees, to hold in strictest confidence all such Confidential Information that is provided by Customer or that GCA becomes aware of as a result of the Services provided under this Agreement. GCA further agrees that any and all Confidential Information provided to GCA by Customer under this Agreement, as well as any documents or data prepared by GCA which reflect such Confidential Information, shall remain the sole property of Customer and cannot be used by GCA for any activity outside of this Agreement, except with the express written consent of Customer. GCA further agrees that it shall not disclose, transfer, self-publish or otherwise make to any other person or entity any such Confidential Information without the prior written consent of Customer, except as required by law.
- C. Independent Contractor: The parties agree that in all aspects their relationship will be that of an independent contractor, and that neither party will act or represent that it is acting as an agent or incur any obligation on the part of the other party.
- D. Non-Discrimination: GCA agrees that it is an equal opportunity employer and it shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, sex, national origin, age or any other protected factor.

14. Miscellaneous Provisions:

- A. Severability: If any provision of this Agreement is held invalid for any reason, the other provisions of this Agreement will remain in effect, insofar as consistent with law.
- B. Interpretation and Applicable Law: This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require ambiguities in this Agreement to be interpreted against the party that drafted it are not applicable and are hereby waived. This Agreement shall be subject to, and enforceable under, the laws of the State in which Services are performed. Any dispute arising out of this Agreement shall be submitted to a court of competent jurisdiction in the State in which Services are performed. GCA and Customer agree that attorney's fees and costs shall be awarded to the prevailing party in a dispute arising out of this Agreement
- C. Binding: This Agreement shall inure to and bind all parties, their successors, assigns, agents or representatives.



D. Waiver:

1. No Waiver in Failure to Exercise Right: No failure to exercise and no delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any further exercise of the same or any other right, power or privilege hereunder.
2. No Oral Waiver: No oral waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party to be bound.

E. Survival: The indemnification provision in Section 11 and each representation, covenant and warranty of the parties shall survive the termination or expiration of this Agreement.

F. Authorization: GCA and Customer represent and warrant that each has full corporate power to make, execute and deliver this Agreement; and neither the execution nor delivery of this Agreement nor the consummation of any transaction contemplated hereby has constituted or resulted in, or will constitute or result in, a default or violation of any term or provision of any document or instrument to which GCA or Customer is a party or by which their respective assets are bound.

G. Entire Agreement: This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by both parties. This Agreement may not be assigned by either party without the written consent of the other party. Such consent shall not be unreasonably withheld.

H. Headings: The headings of the sections or Sections herein are for convenience only and shall not restrict or affect the meaning or application of any provision.

I. Notices: All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail, return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

TO GCA: GCA Services Group – Education
4726 Western Avenue
Knoxville, TN 37921
Attention: Division President

TO Customer: The School Board of Okaloosa County, Florida
202-A Highway 85 North
Niceville, FL 32578
Attention: Dr. Bill Smith, Facilities Director

or at any other address as may be given by either party to the other by notice in writing pursuant to the provisions of this Section.



15. Execution of Contract: The parties to this Agreement have executed this Agreement as of the day and year first written above.

ATTEST

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

By _____

By _____

Name Alexis Tibbetts, Ed.D.

Name Chuck Kelley

Title Superintendent and Corporate Secretary

Title Chairman

Date _____

Date _____

GCA SERVICES GROUP, INC.

By _____

Name Buddy Helton

Title Education Division President

Date _____



ATTACHMENT A

SERVICES

RFP Specifications



ATTACHMENT A (Continued)

Excluded Areas

The following areas are excluded from the specifications and GCA will not be required to provide Services for such areas.

Kitchen preparation and serving line areas.



ATTACHMENT A (Continued)

Schedule for Services

- A. GCA will provide the Services to Customer in the frequency described in Attachment A.
- B. GCA will observe the same holiday, vacation and closure schedule as the Customer, but there will be no reduction in the Contract Price as a result of such observance.
- C. The scheduling for Additional Services and/or special services will be agreed to as they are identified.



LIST OF SCHOOLS – Group A & Group B

- Riverside Elementary
- Shool River Middle
- Walker Elementary
- Crestview High
- Bob Sikes Elementary
- Florosa Elementary
- Mary Esther Elementary
- Edwins Elementary
- Fort Walton Beach
- Silver Sands School



DAY PORTERS RESPONSIBILITIES

1. Open building and check for irregularities
2. Dust mop hall after class breaks as needed.
3. Monitor all restrooms after each class break-map floor, spot clean sinks, vanities, counter tops, mirrors, floors, and walls, pick up paper and flush commodes and urinals, take out trash.
4. Pick up trash outside of building at least one (1) time per day.
5. Clean and mop any accident that may occur during the day.
6. Respond to requests by Principal and teachers.
7. Clean electrical rooms and storage closets.
8. Be flexible in daily scheduling after building is open.



CLEANING SCHEDULE

CLASSROOMS

Daily

- Empty wastebaskets
- Spot Clean desk tops (removal of graffiti)
- Clean and sanitize counters and sinks
- Clean all dry erase/chalkboards (unless states "DO NOT ERASE" w/ date)
- Dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet as needed
- Vacuum walk-off mats
- Secure any exterior doors and windows and turn off lights before leaving room

Weekly

- Replace all plastic trash liners in waste receptacles or more frequently if needed
- Low dust all horizontal surfaces to hand height (60") including desks, chairs and tables
- Damp clean baseboards
- Sweep baseboards
- Damp clean window ledges
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Spot clean all door glass
- Vacuum chalk rails and/or damp wipe
- Mop composition floors



Monthly

- High dust above hand height (60") horizontal surfaces, including shelves, pipes, moldings, etc. Maintenance personnel will clean areas only reachable from higher than a 6-foot ladder
- Remove dust and cobwebs from ceiling areas
- Dust blinds

Semi-Annually

- Clean entire surface of student's desks and chairs
- Clean carpet to remove all stains, spills and soiled spots

Annually

- Refinish all floors

OFFICES

Daily (five days per week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Spot clean all windows and glass partitions to hand height
- Spot clean desk tops
- Dust mop all composition floors
- Spot mop composition floors with all purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings



Weekly

- Low dust all horizontal surfaces to hand height (70")
- Damp clean baseboards
- Damp clean window ledges
- Spray buff composition floors

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas
- Dust blinds

Annually

- Refinish all floors

TEACHER WORK AREA AND DUPLICATION ROOMS

Daily (five days per week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Spot clean all windows and glass partitions to hand height
- Damp clean counter tops
- Damp clean vending machines
- Dust mop all composition floors
- Spot mop composition floors with all purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills, and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings



Weekly

- Low dust all horizontal surfaces to hand height (70")
- Damp clean baseboards

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas

Annually

- Damp clean all washable furniture
- Clean carpet to remove all stains, spills and soiled spots
- Refinish all floors

LIBRARY

Daily (five days per week)

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Spot clean all window glass and glass partitions to hand height
- Spot clean desk tops
- Dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings



Weekly

- Replace all plastic liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Dust all book shelves (books to remain in place)
- Damp clean baseboards
- Damp clean window ledges

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas

Annually

- Refinish all floors

CAFETERIA AREAS

Daily (five days per week)

- Spot clean interior glass to hand height (70") after school hours
- Remove trash from cafeteria area
- Clean during lunch periods (wipe down tables, empty trash, and clean up spills)
- Sweep and mop

Semi-Annually

- Refinish all composition floors
- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas



COMMON AREAS (LOBBIES/CORRIDORS/STAIRS/ELEVATORS)

Daily (five days per week)

- Spot clean interior glass partitions and doors
- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out
- Sweep underneath stairs
- Spray and buff all composition floor (or as needed)

Weekly

- Damp clean baseboards
- Damp clean window ledges
- Dust furniture and fixtures

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas
- Clean all hall walls (more often if needed)

Semi-Annually

- Refinish all composition floors
- Clean carpet to remove all stains, spills, and soiled spots



RESTROOMS/DRESSING ROOMS

Daily

- Check restrooms throughout the school day
- Empty wastebaskets/dispensers and replace liners
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Remove spots, stains and splashes from wall area and counter tops
- Clean metal partitions
- Sweep floors
- Mop floors with germicidal disinfectant at least daily and as often as needed
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc

Weekly

- Low dust horizontal surfaces to hand height (70")
- Damp clean baseboards
- Clean wall thoroughly with cleaning and sanitizing solution
- Wash and sanitize interior of wastebaskets

Monthly

- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas
- Machine scrub floors with germicidal disinfectant



MULTI-PURPOSE/GYMNASIUM

Daily (Five days per week)

- Empty wastebaskets
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Dust mop floors per manufacturer's specifications or vacuum all carpeted areas
- Spot mop composition floors
- Spot clean carpeted areas and remove any stains, spills or soiled spots

Weekly

- Replace all plastic can liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Sweep baseboards
- Clean bleachers, remove all trash, sweep, mop and clean floor underneath

Monthly

- High dust above hand height (70") all horizontal surfaces including shelves and molding
- Remove dust and cobwebs from ceiling areas

*Note: Scrub composition floors as needed

Special Events During Regular Cleaning Operation Hours (Ballgames, Plays, Concerts, PTA Meetings, Board Meetings, etc.)

- Check and maintain clean restrooms, halls, lobbies, etc.



GROUND MAINTENANCE (INCLUDING ALL LAWNS, ALL SPORTS FIELDS, ALL PLAYGROUNDS, ALL LOADING DOCKS)

Daily

- Remove trash and debris from grounds
- Empty trash containers
- Sweep entrances, doorways, walkways, steps and curbs
- Remove any graffiti from outside walls and sidewalks

Management of Energy Consumption

- Lights should only be turned on in areas where cleaning is taking place and are to be turned off immediately after cleaning each room
- Cleaning personnel are not to change or override established heating and cooling temperatures in schools

Annually for all schools (Note: Annual services are to begin immediately following the end of each school year and be completed no later than August 1 of each year)

- Completely strip or scrub tile and refinish composition floors applying a minimum of six (6) coats of wax on all hallways, cafeterias, and high traffic areas and a minimum of four (4) coats of wax in all classrooms
- Wash all windows and glass partitions on the inside and outside
- Annual carpet care on all carpeted areas to include shampooing to remove all stains, spills, and soiled spots

Notification of needed repairs

- Cleaning personnel and/or supervisor to advise Area Manager of all needed repairs at the end of each day or sooner if appropriate

Securing Buildings

- Day custodians will unlock building(s) each day. Cleaning supervisor or a designated cleaning employee will secure building(s) at the end of the day



CONTINUOUS PERFORMANCE PLAN

In summary, we expect to have all GCA monitoring tools in place that will allow for a quality program going forward. These tools give the management team excellent resources in which to do their job. GCA has built in an excellent management plan with the supervision necessary to monitor correct procedures and quick reaction to problem issues. We plan to reward those managers with various incentives such as the one described below.

Post start-up period, GCA management will issue monthly report cards to Principals and results for this survey will be recorded, monitored and tracked. These surveys will then tie into Employee of the Month Awards. These awards will then be tied into performance bonuses.

OKALOOSA 2009/2010 EMPLOYEE OF THE MONTH PROGRAM

Employees will be selected monthly as 'Employee's of the Month" based on the inspection grading system including quality and client satisfaction. Each "Employee of the Month" will receive a gift card and recognition in the GCA newsletter. In addition, such awards will be utilized in determining candidates for promotion within the company.



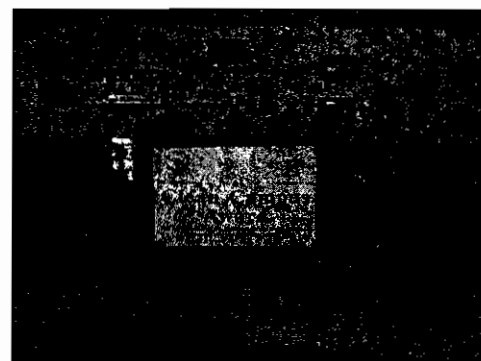
*Examples of Employee of the Month Winners in Duvall County, Florida



OKALOOSA 2009/2010 CLEAN CAMPUS AWARD PROGRAM

Monthly, a school in Okaloosa County will be awarded the "Clean Campus Award". The award winner will be based on the inspection grading system including quality and client satisfaction, as well as service that goes above and beyond daily routines. Each employee of The Clean Campus Award will receive a dinner or lunch of their choice delivered to the school by the Area Manager as well as recognition in the GCA newsletter.

Lastly, GCA will present a plaque to the Principal and staff to be displayed at the school denoting the success of their custodial team.



***Examples of Clean Campus Award winners at Desoto Central Elementary, Mississippi**

Overall, we feel that in order to control quality, GCA must:

- ❖ Routinely Inspect Areas of Each School
- ❖ Elicit Feedback from the Principal, Plant Operators, Faculty, and Staff
- ❖ Work with Employees who are not meeting standards by coaching and training
- ❖ Reward and Recognize our employees via Promotions and Accolades



QUALITY CONTROL PROGRAM

GCA Services Group has developed and utilizes a proprietary software program for our quality assurance program. This technology based package has three major components that include **customized inspections and grading per school, client satisfaction surveys, and monthly trending analyses.**

Each school will have its own inspection format based upon the lay-out of that particular building. We **do not** take the "one size fits all" approach to quality assurance. Our site managers will be responsible for gathering the geography for each school and then formatting that data into the GCAware Quality Assurance program. Once installed, our managers may use Personal Data Assistants (PDA's) or hard copy inspections to develop and monitor a customized inspection process for each school.

Another critical component in our quality assurance program is the feedback we receive from you, our customer. **Our GCAware program allows us to generate client surveys that we will present to you to fill out as often as you would like.** We use these surveys to take corrective action on the items that are mentioned and to gauge the level of satisfaction with our service.

The third feature in our GCAware Quality Assurance program enables us to develop trending analyses for each school. Over time, we will have developed historical data for each school through our inspection process. We use this data to develop a baseline, modify training programs, measure our progress and then anticipate the future needs of that particular school.

The inspections will be performed on a weekly basis and the client surveys will be performed on a monthly basis. Along with these measures, we would also like to conduct quarterly **Joint Review Committee (JRC) meetings.** The committee will be comprised of GCA Area Managers, the GCA District Manager, the GCA Senior Regional Manager, and representatives from the Okaloosa County Public Schools. This forum provides for a free flow of information and helps establish the partnership we want to create.

GCAware™ - Quality

Quality Inspection Form

Floors		Satisfactory	Unsatisfactory	N/A	Comments
Q1	Floor General	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Thresholds	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Baseboards	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Corners and edges	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	needs detail
	GROUT	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Shine Nap	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Walk Off Mat	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Drains	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Floor Surface	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Free from Debris	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Restroom					
Q1	Restroom Inspection	Satisfactory	Unsatisfactory	N/A	Comments
	Odor Free	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Mirror	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Sink and Counter	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Blighwork	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Dispensers	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Pipes	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	needs detail
	Waste Receptacle	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Partitions	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Toilet	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Urinal	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	Soap, Paper, Towels	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	low supply



QUALITY ● MEASURED. MANAGED. GUARANTEED.

Monthly Report Cards

2

- ◆ History: Well established system of monitoring Principal feedback
- ◆ Purpose: To provide a basis on which to quantify customer satisfaction in an effort to:
 - Reward/penalize level of satisfaction
 - Provide an early warning system of dissatisfaction
 - Chart and record trends or trouble areas
 - Build deeper relationships with Principals
- ◆ Criteria: 7 criteria based areas for client review monthly
 - Hallways clean/vacuumed and floors shiny
 - Cafeteria clean and floors shiny
 - Classrooms cleaned nightly
 - Restrooms cleaned and stocked nightly
 - Outside perimeter policed daily
 - Media center cleaned and vacuumed
 - Management responsiveness to issues



QUALITY • MEASURED. MANAGED. GUARANTEED.



TRAINING PROGRAMS

GCA Services Group utilizes several resources for the training and development of personnel. All employees attend internally created and conducted training classes and/or web-based training. Our key suppliers provide additional training on chemicals and equipment. In addition to these resources, GCA Services Group uses other outside training seminars conducted by both industry-related companies, and sources outside the industry. Once it has been determined that an employee is a "fit" for our organization, he or she begins their training process with New Employee Orientation.

Listed below are some of the training programs employees attend. The first four (4) programs are required for all employees to attend. The fifth class (BBP Retraining) is required after one year of employment for all GCA employees.

New Employee Orientation – Conducted by GCA training staff – Covers corporate policies and procedures, company history, an overview of safety topics, bloodborne pathogens, chemicals, and cleaning process.

Workplace Safety Awareness Program – Conducted by GCA training staff and supervisors – A detail training of safety awareness, policy, and procedures ranging from general safety to employee injury prevention, lockout tag-out to HAZCOM training. Manual available upon request.

Technical Training of the Key Maintenance Categories – Conducted by GCA training staff – This is performed utilizing the Butchers Training Program and follows the Tell/Show/Do concept of training adults. This program incorporates not only the task but also the chemicals that will be used in the process. This begins the hands on portion of GCA Services Group's training process. GCA has a copyrighted 6 Step Training Method that is used to train employees on technical tasks. This method insures consistency in our training methods as well as delivery of service.

Method of the Week- At the beginning of each year, a weekly schedule is distributed company -wide that contains the list of items or tasks that are to be taught that particular week. The Corporate Training Department, in conjunction with the Division Training Directors, works with the Operations Managers to insure that the training is delivered timely and accurately.

Bloodborne Pathogens Re-Training - Conducted by GCA training/risk management staff – This training on the proper way to clean up bloodborne pathogens spills is required by OSHA every year.

Floor Care Training – Conducted by GCA training staff, supervisors, Johnson Diversey and Lawrence sanitary – We utilize the Butchers and Lawrence hard surface, floor care, training program, in addition to our own hands-on training programs. This training and re-training is performed using the actual chemicals, supplies, and equipment that GCA Services Group utilizes.



Carpet Care Training – Conducted by GCA training staff, supervisors, Johnson Diversey and Lawrence sanitary – We utilize the Butchers and Lawrence carpet care training program in addition to our own hands-on training programs. This training and re-training is performed using the actual chemicals, supplies, and equipment that GCA Services Group utilizes.

Lead Training Program – Conducted by GCA training staff and supervisors – This is the beginning training for potential entry-level supervisors who have an interest or are being recommended as potential supervisory candidates. Topics covered in this class review those in the classes above in regards to providing service but concentrate on quality assurance, client relations and support, delegations skills, ethical conduct, how to manage employees and many other aspects of supervising the front line personnel.

Supervisor Training - Conducted by GCA training staff, human resources, risk management – This training is designed for Site Supervisors and Account Managers and candidates that are responsible for operating an account(s) and whom have P&L, contractual obligations, and the other responsibilities of being empowered to operate the site(s).

Supervisor and Manager Development –All management personnel are required to attend at least two (2) outside training programs. These programs can pertain to a wide variety of topics and are required to develop the managers' knowledge and ability to manage their area of responsibilities.

In addition to these programs, GCA Services Group also brings in outside consultants and companies for specific training when required. GCA Services Group also has other training programs that meet special needs such as cleanroom training, cleanroom protocol, forklift training, confined space training, etc. We will develop any programs necessary to meet the clients' individual needs.

This extensive training benefits our clients in numerous ways.

- Reduced turnover
- Greater efficiencies
- Safety excellence
- Superior quality
- Reduced liability exposure

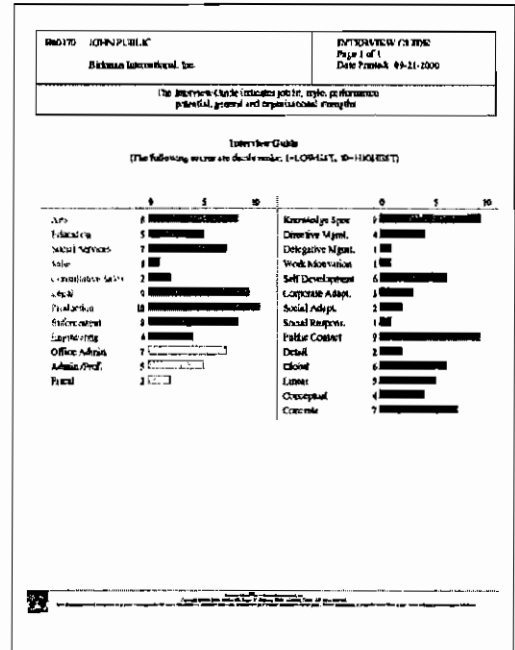
Management Employees

GCA Services Group's approach to identifying, recruiting, and retaining key management employees is important to ensure consistent service to our clients. We put a great deal of emphasis on selecting the most qualified individual to manage large complex corporate facilities. A rigid selection process is utilized. Dedicated on-site



Account Managers are required to have a minimum of 3-5 years comparable experience in the building maintenance industry.

In an effort to ensure that the proper fit exists between the GCA Managers and Client Managers, we take the screening process one step further. Prior to hiring ANY Account Manager, GCA utilizes the Birkman test. It is a non-judgmental management assessment tool specifically intended as a productivity methodology in business organizations. It focuses on the differences between people and how those differences properly managed can make for teams that are more effective and organizations. This skill and tendency assessment is critical in the people based business of facility services where communication is the key to successfully managing partnerships. To the right is an example of the Birkman assessment report.





GCAware LEARNING

GCAWARE PORTAL: TRAINING & SAFETY REFERENCE LIBRARY

The GCAware Portal is the interface for the GCAware Learning Library. The GCAware Learning Library centrally stores all GCA Services Group training, safety and procedural material in various formats (PDF, PowerPoint or Microsoft Word). As new information becomes available, it is posted immediately to the website, automatically deleting the old version. Managers are automatically notified via e-mail to download, print and distribute new materials to employees.

GCA Services Group
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Portal Navigation
... you are here: GCA Portal Sites / Reference Library

GCA Portal Sites

- Operations
- Safety & Risk Management Services
- Sales and Marketing

Reference Library Home

Payroll Schedule

Payroll Period	Termination Due	Pay Date
April 10, 2005 - April 23, 2005	4/28/2005	4/25/2005
April 24, 2005 - May 7, 2005	5/13/2005	5/9/2005
May 8, 2005 - May 21, 2005	5/27/2005	5/23/2005
May 22, 2005 - June 4, 2005	6/10/2005	6/6/2005

(Items 1 to 4) Next

Training Announcements

METHOD OF THE WEEK - Western Division 3/23/2005 3:10 PM
by Ross, Rob
A special **METHOD OF THE WEEK** schedule has been posted for the **Western Commercial Division ONLY** which prioritizes some key **METHODS** in the upcoming months. Find the schedule under **Training Materials**. Select **Procedures**, then **Method Of The Week**.

Legal Announcements

Financial Information 3/31/2005 9:55 AM
by Pirollo, Deborah
The financial information for use in presentations and RFP responses has been updated to reflect current numbers.

Corporate Entity Information 3/18/2005 3:50 PM
by Jagaczewski, Heather
For your convenience, there is now a spreadsheet on the portal with some basic corporate information for the various GCA entities. The spreadsheet is located under the "Legal" header in the Reference Library, and in a folder marked...

HR Recommended Hyperlinks

- IT User Request Form - New Users, Existing Users, and Termination Requests
- Office Contact List

Safety Related Quick Links

There are currently no favorite links to display. To add a new link, click "Add new link" below.



Training

GCAware also has several online learning modules. GCA realizes the importance of training individuals on safety and human resource issues in a timely manner. GCAware Learning allows GCA to rapidly deploy specialized training sessions for management, supervisors and hourly level employees via the Internet.

Some on-line courses available include:

- GCA Asbestos Awareness Training
- GCA Back Safety
- GCA Bloodborne Pathogens
- GCA Emergency Action Plans and Reporting
- GCA Hazard Communication
- GCA Ladder Safety
- GCA Personal Protective Equipment (PPE)

Training is simple and easy to follow for all employees.

GCAware SAFE LIFTING TECHNIQUES

First, Think

- Safe lifting means protecting your back
- Before your lift anything, think about the lift
- Can you lift it alone?
- "Test the object " before attempting to lift
- If the object is too heavy, too big or too awkward, get help!

GCA



Tracking Employee Progress

Training sessions are tracked and graded online as the training program progresses. An individual detailed log is maintained for all GCA employees, enabling managers to see who has received and passed certain courses and when the sessions were completed. GCAware Learning also generates trending reports to demonstrate how an employee is performing over a given time period.

Historical Performance Graph

