

**EXHIBIT A: STATEMENT OF WORK
FOR SAN BERNARDINO JUSTICE CENTER AND HISTORIC COURTHOUSE**

1. COURT LOCATIONS

San Bernardino Justice Center - 247 West 3rd St, San Bernardino, CA 92415

Historic Courthouse and Annex Building - 351 North Arrowhead Avenue, San Bernardino, CA 92415

2. DESCRIPTION OF SERVICES

2.1 Overview:

- (A) Contractor will provide all labor, materials, supplies and equipment, necessary to maintain Court Location in a clean and sanitary condition in accordance with Court standards, conditions and methods set forth in this Statement of Work (SOW). The Court reserves the right to approve or reject the cleaning methods, materials, supplies and equipment used by Contractor.
- (B) Contractor will perform all Work to meet the Cleaning Specifications as described herein, and follow green cleaning practices and procedures as required by USGBC LEED-EB/NC and Global Eco labeling standards for the San Bernardino Justice Center. See Exhibit D - Low Environmental Impact Cleaning and Equipment Policy.
- (C) Contractor will ensure that Contractor's employees are trained in generally accepted cleaning practices. Such practices will include, but not be limited to, the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes) and the proper cleaning methods for building materials such as carpet, ceramic tile, vinyl, wood, metal and glass. See Exhibit E: Milliken Carpet Care and Exhibit F: Ceramic Tile and Vinyl Floor Care. In addition, certification in cleaning Green LEED Buildings may be required.
- (D) Contractor will provide Material Safety Data Sheets (MSDS) to the Court's Project Manager for all products used by Contractor.
- (E) The Court will supply the Contractor lighting, electrical power and water for the cleaning of Court Locations.
- (F) The Court will provide lockable space for the Contractors supplies and equipment. The Court will not be responsible for the Contractors supplies, materials or personal belongings that may be damaged, lost or stolen.
- (G) All trash will remain the property of the Court. The Court will provide designated spaces, bins, cans, dumpsters or locations where the Contractor will deposit trash. Disposal of trash from these designated locations will be the responsibility of the Court.

2.2 Service Level Work Days and Working Hours:

- (A) Except as otherwise specified, all Work will be performed between the hours of 6:00 PM and 8:00 AM, each week, Monday through Friday, not including designated Court holidays. The Court observes thirteen (13) holidays which can be found at www.sb-court.org. Access to Court facilities at times other than those specified shall be scheduled with the Court's Project Manager.

- (B) Access to buildings on weekends and/or holidays must have prior approval from the Court's Project Manager.
- (C) In the event of after hour emergency, the Contractor is to call the Court's Project Manager. The phone number will be distributed upon award of contract.

2.3 Daytime Porters:

- (A) Contractor to provide daytime porters who will be responsible for minor touch up cleaning and ensuring that adequate and or ample supplies are available for employee and public usage (i.e. toilet paper, hand towels, soap dispensers, lavatory equipment, clean mirrors, etc.).
- (B) Daytime porters will be responsible for cleaning exterior entrances, walkways and planters (from the door entrances to the street or parking lots). These areas to be kept clean in appearance at all times. Daytime porters will be responsible for picking up papers, leaves, trash, broken glass, food, food wrappers, gum, cigarette butts and other conspicuous trash. Porters will be responsible for sweeping all exterior walk ways to ensure they are debris free.
- (C) Contractor to provide the following number of daytime porters.

San Bernardino Justice Center—Two (2) daytime porters will be required to be onsite Monday through Friday, 7:30 AM to 5:00 PM.

Historic Courthouse —One (1) daytime porter will be required to be onsite Monday through Friday, 7:00 AM to 5:00 PM. Daytime porters must cover Elevator Attendant's breaks and lunches.

- (D) Daytime porters will service one Court Location per day and not leave that Court Location to service another Court Location.

2.4 Elevator Attendant:

Contractor will be required to provide two (2) elevator attendant to escort the public in the public elevator(s) Monday through Friday 7:30 AM to 5:00 PM. The elevator attendant job duties include:

- Must ensure that all passengers enter and exit the lift safely.
- Must press the close and open door button to start and stop the lift.
- Must press the selected floor button.
- Must be alert and must ring the security alarm in case of any malfunction.
- Must be a sincere, accountable and punctual person.
- Must be friendly towards passengers but must not engage in unnecessary conversation.
- Must be focused on safety of passengers.
- Will be responsible for the cleanliness of the elevator.

2.5 Service Level Adjustments:

- (A) The Court reserves the right to increase or decrease the number of service days per week.
- (B) The Court reserves the right to increase or decrease the number of daytime porters.

- (C) In the event of a Service Level Adjustment, payment to the Contractor will be adjusted by proportionally prorating the contract rate(s). Such adjustments will be made by written notice to the Contractor.
- 2.6 Compliance with Laws:
- (A) Contractor will meet all governmental, safety and other regulatory requirements as they pertain to providing the Work, including but not limited to the following:
- (i) Contractor will ensure that it has all the necessary licenses and permits required by Federal, State, County and municipal laws, rules and regulations. Contractor will maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify the Court immediately upon loss or suspension of any such licenses and permits. Failure to maintain all required licenses or permits may result in immediate termination of this Agreement; and
 - (ii) Contractor will strictly adhere to the applicable provisions of the Labor Code and any Federal, State and County laws, ordinances, rules and regulations regarding the employment of apprentices; minimum wages; payment of wages, retention and inspection of payroll records; workers compensation; alien labor; the 8 hour day; overtime; Saturday, Sunday and holiday work; and non-discrimination because of race, color, national origin, physical handicap, sex or religion, including the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act; and
 - (iii) Contractor will be responsible for complying with all applicable safety and health regulations including but not limited to, California Code of Regulations (CCR) Title 8, Section 3202 General Industry Safety Orders. Such orders require employers to establish, implement and maintain an effective Injury and Illness Prevention Plan (IIPP). Contractors IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens"; and Section 5194, "Hazard Communication". Contractor's IIPP must be submitted in writing within 30 days of this Agreement start date; and
 - (iv) Contractor will ensure Contractor's employees assigned to perform Work under this Agreement in designated Court Location known to contain asbestos complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training will be consistent with EPA training requirements for local education agency maintenance and custodial employees set forth in Code 40 of Federal Regulations (CFR) 763.92 (a) (1).
- 2.7 Security:
- (A) Security is a great concern of the Court. Contractor's failure to fully comply with the security requirements of this Agreement is considered a material breach and will result in the termination of this Agreement for cause.
- (B) Prior to the start of Work, Contractor's employees are required to undergo the Court's criminal background check at Contractor's expense. Contractor will not assign any person who fails a background check or who has any felony conviction to perform Work under this Agreement.
- (C) Contractor's employees must complete an annual Department of Justice Security Awareness Training. Training will be coordinated through the Court's Project Manager.
- (D) All of Contractor's employees assigned to perform Work under this Agreement must be authorized by the

Court. This includes any and all persons who might have access to Court Location without the supervision of a Court employee. Children are not allowed to accompany any person into any Court Location while that person is performing Work under this Agreement. Only those persons, who have been authorized by the Court, have received their Court issued identification (ID) cards, and who have been designated under this Agreement as the Contractor's employee will be allowed to perform Work under this Agreement.

- (E) Persons who no longer work for the Contractor or Contractor's employees who are no longer assigned by Contractor to perform Work under this Agreement will immediately return ID cards to the Court upon separation or re-assignment. If a Contractor's employee loses or damages his/her Court ID card, Contractor will be assessed \$15.00 for each replacement card.
- (F) Contractor and Contractor's employees will not misuse any Contractor or Court issued ID cards, Access Control Card, keys or alarm codes. All keys required to move throughout the building(s) will be kept on-site in a lock box, and will not be allowed to leave the premises.
- (G) Contractor and contractor's employees shall not prop open or leave unattended any exterior, or interior doors that separate public spaces from employee only spaces, and shall ensure that said doors are secured prior to finishing work.

2.8 English Fluency Requirement:

- (A) Fluency is defined as the ability to communicate (speak, read and understand) in English.
- (B) Contractor will be responsible for the monitoring and reviewing of the language skills of all persons in positions that are required to be fluent in English. The criteria will be the person's ability to read aloud the specifications and explain the application of these requirements.
- (C) The following positions will require Contractor's employee to be fluent in English:
 - (i) Supervisors; and
 - (ii) At least one daytime porter per Court Location; and
 - (iii) Elevator attendants.
- (D) Contractor's employees must be able to read, comprehend and follow any and all emergency, safety and security procedures of the Court and all emergency, safety and security instructions from Court staff.

2.9 Conduct and Appearance:

- (A) Contractor's employees will conduct themselves in a professional manner at all times. A Contractor employee who is under the influence of and/or consuming alcoholic beverages or illicit drugs and/or engages in the unauthorized use of Court equipment such as telephone, facsimile, photocopier, etc., while providing services under this Agreement may constitute a material breach.
- (B) Appearance. Contractor's employees will maintain a clean and neat appearance acceptable to the Court at all times:
 - (i) Contractor's employees will wear uniforms at all times. Uniforms are defined as a clean, long or short sleeved (no sleeveless, smocks, or tank tops) shirt with collar, worn with pants (no mid-calf,

Bermuda or short pants) accompanied by shoes that cover the entire foot (shoes or slippers with open toes or exposed heel are unacceptable) with Contractor's name on the shirt in a conspicuous location. All uniforms are to be of the same color; and

- (ii) Hats and Jackets are allowed only when required for safety regulations or when required by weather conditions. No hoods are to be worn inside Court Locations; and
 - (iii) Contractor's employees will not wear any personal items on uniforms; and
 - (iv) Contractor's employees will ensure all jewelry and visible ornamentation such as tattoos and/or body piercings are appropriate and present a professional image. Unprofessional or offensive tattoos and/or body piercings must be covered or removed while on Court Locations. The Court has sole discretion on what constitutes unprofessional and/or offensive; and
 - (v) Contractor's employees will be well groomed and adhere to acceptable standards of personal hygiene.
- (C) Contractor's employees will visibly wear Contractor issued photo identification cards along with Court issued identification cards.
- (D) The Court reserves the right to approve Contractor's employees providing service under this Agreement. Contractor will immediately replace any Contractor employee upon the Court's request.

2.10 Responsibility for Damage:

- (A) Contractor will repair and restore to its original condition any Court property damaged by Contractor or Contractor's employees at no cost to the Court.
- (B) Contractor will be responsible for damage or loss caused by Contractor or Contractor's employee to personal property of Judges and Court employees.

2.11 Supervision:

- (A) Contractor will provide supervision. Supervision will consist of, but not be limited to the following:
 - (i) Supervisors will plan, schedule and assign work to Contractor's employees; and
 - (ii) Supervisors will make inspections to review work in progress and inspect to ensure completion; and
 - (iii) Supervisors will ensure that the Court's requirements pertaining to the security of Court and Court Location are met and that all Contractor's employees comply with all safety regulations; and
 - (iv) Supervisors will direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping damp mopping, dust mopping, shampooing, etc.; and
 - (v) Supervisors will enter periodic tasks in a custodial logbook and check supply levels;
 - Contractor is required to maintain a logbook of each custodial closet indicating what supplies are being used and replenished.
 - Contractor will provide and maintain a sign-in log at each facility. This log will note the

- arrival and departure of Contractor's employees and Contractor's suppliers.
 - Contractor will provide and maintain a service request log at each facility to note all requests for service. Service requests from persons other than the Court Project Manager or Court designated contacts are to be referred to Contractor's supervisor or the Court Project Manager. The Contractor's employee performing the Work will sign off on all requests as they are completed.
 - A separate logbook for all emergency and semi-annual services will be used by Contractor's supervisor and will verify completion of each task by signing and dating this log after each task; and
- (ii) Supervisors will respond to questions, complaints and requests from Court designated contacts or the Court's Project Manager; and
- (iii) Supervisors will carry pagers and/or cell phones provided by Contractor and respond to requests for services and emergencies within fifteen (15) minutes when notified by Court designated contacts or the Court's Project Manager.
- (B) All persons listed as "Site Supervisor" will be required to work on or near the site as part of their normal working conditions.
- (C) Contractor will not exceed a ratio of janitors/custodians to supervisors of ten to one. Working supervisors do not fulfill this requirement.

2.12 Customer Service:

- (A) The vendor's customer service process shall ensure all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:
- Customer service organizational structure.
 - Contact process (phone, email, fax, etc.)
 - Follow up process.
 - Internal procedures to track customer service contact and resolution.
 - Escalation process to resolve outstanding customer service issues.

2.13 Cleaning Specifications:

- (A) Standard Cleaning Practices and Procedures include the following:
- (i) All items not specifically included but found to be necessary to properly clean the San Bernardino Justice Center according to LEED standards will be included as though written into these Cleaning Specifications; and
- (ii) The term "clean" includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc.; and
- (iii) All cleaning methods, materials, supplies and equipment to be used by the Contractor will not be harmful to the surfaces on which they are used; and
- (iv) Contractor's employees will not place or use mops, brooms, or any equipment in traffic areas,

entrances or other locations in any manner that would create safety hazards. Contractor's employees will provide and place appropriate warning signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. Contractor will comply with general safety requirements (manufacturer's recommendations, drying methods, etc.) for all products and methods used; and

- (v) All cleaning equipment (such as vacuums, buffers, cords, mops, carts, etc.) shall be properly maintained as to promote safety. Equipment found to be defective, damaged or hazardous shall be removed from facility. The Court shall have the right to approve or reject the cleaning methods, materials, supplies and all equipment to be used by the contractor.
- (vi) Contractor's employees will not stack any chairs, waste receptacles or other similar items, on desks, tables or sills, where furniture and equipment must be moved to complete Work. Upon completion of Work, all furniture and equipment must be returned to its original position; and
- (vii) Court equipment, personal equipment, tops of desks or personal items are not to be touched or disturbed unless requested by Court staff; and
- (viii) Contractor is advised that Court Locations are frequently used for Court wide meetings and special events, etc. and will require additional services and supplies as part of the Work under this Agreement. Therefore, Contractor will ensure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. Contractor will be notified of the schedule by the Court's Project Manager.

(B) Work Day (Daily) General Cleaning/Dusting Responsibilities:

- (i) Contractor will clean/dust furniture, counters and cabinets. Furniture includes but is not limited to: desks, workstations, tables and reception area partitions; and
- (ii) Contractor will clean/dust all vertical and horizontal surfaces and edges; and
- (iii) Contractor will spot clean finger marks, smudges, graffiti, dirt build up, and/or accumulation around light switches, face of doors, door frames, counters, moldings, all ceiling and wall vents, partitions, walls, glass and ceiling or shelf fans, etc.; and
- (iv) Contractor will spot clean all hard surface floors for (spillages, stains, gum, candy, etc.) throughout the shift on all service days. (Daily)
- (v) Contractor will clean all interior and exterior glass up to 12ft from the finished floor on level one and the interior on all other floors. This includes all glass doors windows, window frames, turnstiles, transaction windows etc.). This work will be performed at least once per week or daily as needed.
- (vi) Contractor will clean all metal finished materials (trash receptacles, toilet partitions handrails, counters, push plates, kick plates, door jambs, etc.); and
- (vii) Contractor will spot clean all interior glass (partitions, display cases, mirrors, and interior doors, etc.); and
- (viii) Contractor will sanitize, wash, polish and remove all hard water deposits from all drinking fountains, faucets, sinks, basins, fixtures, etc., and related counter tops; and

- (ix) Contractor will clean elevator cars interior and exterior walls, stainless steel, handprints, smudges, dirt, and remove debris and soil from tracks, polish or vacuum floor; and
 - (x) Contractor will clean areas only accessible during Working Hours as required.
 - (xi) Jury deliberation rooms are only to be cleaned when the not in use sign is displayed or when requested.
 - (xii) Break rooms will be cleaned a minimum one (1) time during business hours and one (1) time after hours or as needed.
 - (xiii) Flooding or standing water will be tended to immediately in all hallways, restrooms and entryways. Caution signs must be displayed immediately and as long as needed.
- (C) Work Day (Daily) Trash Pick-Up and Removal:
- (i) Contractor will empty and clean all interior and exterior waste receptacles (including wastebaskets, trashcans, boxes if labeled “trash”, recycle, ash urns etc.). Exterior waste receptacles must be emptied by 6:30 pm daily and as needed through-out the day. In Staff areas, any item or items near waste receptacles are not to be removed if not labeled. Newspapers are not to be discarded unless found in a trashcan; and
 - (ii) Contractor will place all materials in recycled labeled receptacles in recycle labeled dumpsters. Trash and recycled receptacle materials will not be combined in dumpsters.
 - (iii) Contractor will ensure all waste receptacles are maintained in a clean and odor-free condition. Clean plastic liners are required; and
 - (iv) Contractor will remove all trash, recyclable material, and waste to a central location (e.g. dumpster) for disposal; and
 - (v) If in doubt, Contractor will set aside material and ask for direction from the Court designated contacts or the Court’s Project Manager.
- (D) Work Day (Daily) Cleaning Requirements For Restrooms:
- (i) Contractor will clean all commodes, urinals, lavatories, bathtubs, shower areas, etc. with a germicidal detergent. Deodorant tablets are not to be used; and
 - (ii) Contractor will remove incrustation, stains, scale, deposits, hair and build-up inside and outside of all commodes, urinals, lavatories, bathtubs, shower areas, etc. with a germicidal detergent; and
 - (iii) Contractor will not use highly scented disinfectants, objectionable or odoriferous cleaners; and
 - (iv) Contractor will rinse and polish all fixtures, faucets, mirrors, piping, partitions, doors, walls, moldings, vents, shelves, hinges, frames, furniture, trim, baseboards, etc., in restrooms, showers and adjacent lounge areas; and
 - (v) Contractor will install and maintain automatic air fresheners in all restrooms; and
 - (vi) Contractor will clean the restroom floors, including the following:

- Contractor will sweep floors to remove loose dirt and other material.
- Contractor will damp/wet mop all tile and linoleum floors using a germicidal detergent solution.
- Contractor will clean all baseboards as needed.
- Contractor will clean tile grout to maintain a clean appearance.
- Contractor will spray buff all tile and linoleum floors to high luster shine weekly.
- Contractor will maintain at all times, floors in such a manner as to promote longevity and safety; and
- Contractor will remove water deposits from stone counter tops and maintain a high luster shine

(vii) Contractor will empty all waste receptacles as needed.

(viii) Public and staff restrooms will be cleaned two (2) times during business hours or as needed and is to include: Refilling hand towels, toilet seat cover dispensers, toilet paper, and soap dispensers; spot cleaning of walls/partitions, countertops and sinks; and, sweeping and damp mopping floors.

(E) Work Day (Daily) Finishing Touches:

- (i) Contractor will restore all furniture, wastepaper baskets, etc., to their original position; and
- (ii) Contractor will report all maintenance-related problems to the Court's Project Manager. Reportable items will include, but are not limited to:
 - Burned out lighting in hallways, closets or offices which affect the ability to clean.
 - Dripping or running faucets, leaking fixtures (such as commodes and urinals).
 - Continuously or long-running flush valves.
 - Inadequate or non-flushing flush valves.
 - Carpet tears that pose a safety hazard.
 - Loosened floor tiles.
 - Cracked or broken windows.
 - Door locking problems.
 - Graffiti that cannot be cleaned and is required to be painted; and
- (iii) Contractor will leave janitor closet clean and orderly. This will include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.; and
- (iv) Trash will not be stored in the janitor closet.

(F) Weekly General Floor Cleaning Responsibilities (excluding restrooms):

- (i) Contractor will maintain all floor surfaces in such a manner as to promote luster, longevity and safety. Upon completion of Work, all floors will be left in a clean, orderly and safe condition; and
- (ii) Contractor will remove and replace chairs and chair mats as required to perform Work; and
- (iii) Floor finish is understood to be a preservative and safety measure. Contractor will apply finish only to appropriate areas that are free of residual dirt and build-up. Contractor will ensure floors are not to be left unfinished after stripping and the floor sealer used is slip resistant; and
- (iv) Vinyl Composition Tile ("VCT") and other floor care will consist of the following:

- Contractor will sweep to remove loose dirt and other materials.
 - Contractor will wet mop all VCT and hard tile (ceramic, quarry, etc.) floors.
 - Contractor will burnish all resilient tile to a high luster.
 - Contractor will post safety signs indicating slip hazards and/or wet floor when buffing, damp or wet mopping; and
- (v) Carpet care will consist of the following:
- Contractor will vacuum all carpeted floors including carpet mats, under all desks, tables, behind doors, along edges, etc. completely on all service days (Daily).
 - Contractor will use only Hepa-Filtration type vacuum cleaners.
 - Contractor will spot clean all carpeted floors (spillages, stains, gum, candy, etc.) as needed in high use areas; and
- (vi) Contractor to strictly follow ASTM 1515-01 Standard Guide for Cleaning of exterior and interior Dimension Stone, vertical and horizontal surfaces:
- Contractor follow Stone cleaning and maintenance manual provide by the court Exhibit G: Maintenance for Stone Surfaces.
- (G) Semi-Annual (every six (6) months) Floor Cleaning Responsibilities:
- (i) Contractor will strip, deep clean and re-seal/re-wax all hard surface floors (e.g. VCT and rolled flooring); this includes all baseboards, edges, corners, grout; and
 - (ii) Contractor will pre-vacuum, pre-spot clean, shampoo, and apply odor control to all carpeted areas; and
 - (iii) Contractor will wipe clean building window glass and remove loose dirt and debris. This also applies to adjoining, sills, shades, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, and film. All windows must be fully cleaned.
- (H) All items not specifically included but found necessary to properly clean Court Location shall be included as though written into these Cleaning Specifications.

2.14 Supplies:

- (A) Contractor shall maintain ten (10) days stock of supplies in the janitorial closet at Court Location for the term of this contract. Contractor is required to maintain a log of custodial closet indicating what supplies are being used and replenished; and
- (B) Contractor will refill all towels, hand soap, tissue, seat covers, air freshener, and batteries as needed. No refill/extra supplies will be stocked in the area of the dispenser; and
- (C) Contractor will use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Agreement. Recycled printed products will include a symbol identifying the recycled material.

2.15 Plan of Operation:

Within the first sixty (60) days the Contractor shall provide a written plan of operation. The plan of

operation will be submitted to the Court's Project Manager for review and approval. The plan shall be typed and contained in one inch three binder with the company name on the cover.

(A) This plan shall contain the following information:

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| Section 1 | Table of Contents |
| Section 2 | Facilities to be serviced |
| Section 3 | Organization Chart including cell phone numbers, email addresses and assignments. |
| Section 4 | Provide name, cell phone number, and email address of the individual who will function as the on-site supervisor of the company. Also include the name, cell phone number and email of daytime porters. |
| Section 5 | Product lists with MSDS (Material Data Safety Sheets). |
| Section 6 | Safety and training procedures and for material and equipment used. Include Names of trainer, those who were trained and the date the training. |
| Section 7 | Schedules - this section will contain detailed schedules for the performance of all daily, weekly, and semi-annual services required under this Agreement. |

The Contractor is responsible for providing the Court up to date information for each section of the binder.

2.16 Quality Control – Payment Reduction:

- (A) It is the intent of the Court to maintain Court Location at the highest level of cleanliness. In order to achieve this, the Court reserves the right to conduct periodic inspections of Contractor's performance under this Agreement without notice at any time. These inspections are intended to provide both the Court and the Contractor information pertaining to the Contractors performance.
- (B) In the event the Court determines that the Contractor's performance of its obligations under this Agreement are deficient in any manner, the Court will notify the Contractor of such deficiency in writing:
- (i) Contractor will remedy any deficiency within forty-eight (48) hours of such notification or the Court, at its option, may remedy the deficiency and set off the cost thereof from any amounts due the Contractor under this Agreement or otherwise; and
 - (ii) If a specific deficiency persists such that the Court issues three (3) notifications identifying such within the span of any six (6) consecutive months, the Court may terminate this Agreement for cause.
- (C) Failure of the Contractor to provide Workers for the required scheduled days may result in termination of this Agreement for cause and will result in a payment reduction. A payment reduction will be calculated based on the number of days service was not provided by the Contractor.

End of Exhibit A