#### CONTRACT ADDENDUM

This Agreement is between Richland School District Two ("RSD2" or "Client") and Southeast Service Corporation d/b/a SSC Service Solutions ("SSC" or "Contractor"), and is effective as of July 1, 2022.

The Request for Proposal 22-023 ("RFP") and the SSC proposal submitted in response to the RFP will serve as the basis of the Service Agreement between the parties with the exception of the additional provisions as set out below:

#### A. Staffing and Labor Requirements

- SSC will staff RSD2 facilities in accordance with Attachment A and Attachment B, which are attached hereto and hereby incorporated into this Addendum by reference.
- SSC agrees to provide eight (8) unit directors or seven (7) salaried unit directors and one (1) operations manager to oversee custodial services exclusively in RSD2 facilities. In the absence of these assigned employees, SSC agrees to issue a credit of \$4,000 per month for each employee short of eight.
- SSC agrees to provide two (2) eight-hour supervisors for each elementary, middle and high school (64 total). One supervisor will be the daytime supervisor and function as the lead custodian, with overall responsibility for monitoring custodial services and the second will be the evening shift supervisor, responsible for ensuring all daily cleaning tasks and preparation for the following day's activities are completed prior to the staff's departure for the day. Staffing at each of the four centers will include an eight-hour supervisor during the day to function as the lead custodian. After August 1, 2022, if the number of assigned and trained supervisors on staff falls below 60, SSC agrees to issue a credit of \$2,600 on the monthly invoice for each unfilled supervisor position.
- SSC agrees to provide RSD2 an automated payroll report detailing the total hours of work performed by SSC hourly wage personnel each month. The report will list hours by facility. When the total hours worked falls below 95% of the hours listed on Attachment A, SSC will issue a credit on the monthly invoice in the amount of \$12 multiplied by the number of missing hours.
- SSC agrees to provide Tiger Team Staffing of eight employees. SSC agrees to issue a credit of \$2,500 on the monthly invoice for each unfilled Tiger team position.
- RSD2 agrees to waive invoice credits related to during the initial period of staff shortages when SSC is making a good faith effort to eliminate the shortages. Further, all invoice credit requests by RSD2 must be requested within thirty days of the alleged labor shortfall. RSD2 will not be permitted to retroactively request invoice credits for labor shortages that occurred more than thirty days prior to the request.

#### B. Other Requirements

- SSC agrees to provide a STAT Team for 30 days prior to October 1, 2022 to assist with training and school year start up. SSC will establish a routine training program to increase general cleaner proficiency.
- Per the GROWLOCAL program, SSC will evaluate and consider local minority owned businesses as subcontractors with the goal of supplementing the SSC workforce.
- SSC will offer fuel offset wages to increase staffing at the hard to staff schools.
- SSC will ensure its unit directors communicate with school administrators on equipment repair status when custodial equipment is inoperable.
- SSC will improve communications between unit directors and school administrators by: (1) sharing results of Clean Telligent reports with school administrators, (2) informing school administrators of plans to provide cleaning service during staff shortages, (3) providing supply inventory reports (4) communicating weekly with

school administrators concerning areas identified as needing work and (5) recognizing associates who are doing great work. Unit directors will schedule and conduct weekly walk-thru of each facility with a school administrator.

- SSC will increase visibility of cleaning specifications with general cleaners and supervisors and unit directors will emphasize completion of daily tasks.
- SSC will inspect, clean and organize all custodial closets and central receiving areas by the end of 2022 summer clean-up (August 1, 2022).
- SSC will utilize checklists on each classroom to track summer clean-up tasks. Completed checklists will be checked by Unit Directors and then forwarded to the designated school administrator to communicate summer clean-up completion.
- RSD2 and SSC will conduct a quarterly business review by August 31, 2022 and every 90 days thereafter.
- Contract renewal evaluation will be conducted in January 2023.
- SSC agrees to purchase and utilize at RSD2's location one (1) autonomous cleaning unit (floor machine) for each year that this Agreement remains in effect.

#### C. Financial Arrangements

- 1. <u>Annual Contract Price.</u> SSC will provide the Services as outlined in the RFP for \$9,762,189 per year ("Annual Contract Price"). The Annual Contract Price shall be subject to adjustment in accordance with this Agreement.
- 2. <u>Title to Equipment.</u> SSC will retain title to all equipment it purchases for use at RSD2's location.
- **D.** <u>Termination for Convenience</u>. Both parties shall have the right to terminate this Agreement for any reason upon 90 (ninety) days prior written notice to the other party.
- E. <u>Non-Solicitation</u>. The parties agree that at no time during the term of this Agreement or for a period of two (2) years immediately following the expiration of this Agreement for any reason, will they, or their respective agents or representatives, for employment positions related to the provision of custodial services, attempt to recruit, employ, or use the services of, directly or indirectly, any managerial employee of the other party who has provided services under this Agreement. If a party violates this clause, it agrees to reimburse the other party an amount equal to two (2) years of such employee's then current salary (or, in the case of past employees, such employee's salary immediately prior to termination).

WILLIAM F. ANDERSON Chief of Operations Richland School District Two

Seth Ferriell CEO SSC Service Solutions



# REQUEST FOR PROPOSAL

RFP - 22-023

# CUSTODIAL SERVICES

Richland School District Two 124 Risdon Way Columbia, SC 29223

RELEASE DATE: March 24, 2022 DEADLINE FOR QUESTIONS: April 8, 2022 RESPONSE DEADLINE: May 5, 2022, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO: <u>https://secure.procurenow.com/portal/richland2</u>

# Richland School District Two REQUEST FOR PROPOSAL Custodial Services

Ι.	Introduction
П.	Instruction To Offerors
III.	Scope of Work
IV.	Information for Offerors to Submit
V.	Award Criteria
VI.	Evaluation Criteria
VII.	Terms and Conditions
VIII.	Pricing Proposal
IX.	Vendor Questionnaire

Attachments:

- A Enclosure 1 Square Footage
- B Enclosure 2 Facilities List
- C Enclosure 3 Cleaning Specifications
- D Enclosure 3a Cleaning Specifications Checklist
- E Enclosure 4 Required Equipment
- F Enclosure 5 Report Card
- G Enclosure 6 District Calendar
- H Enclosure 7 Applicant Supplement
- I Enclosure 7a Supervisor Reference Checks
- J Enclosure 8 Cleaning Guidelines During Gastroenteritis Outbreaks
- K Enclosure 9 Voting Locations
- L Enclosure 10 Minimum Pay Rates
- M Enclosure 11 Employee Longevity

## N - Attachment A Staffing

- O Attachment B Facility Timeline
- P Attachment C Supply Budge Allocation
- Q Attachment D Proposed Supply List
- R Attachment E Equipment List
- S Attachment F Organizational Chart (Sample)
- T Attachment I Cleaning Plans
- U Attachment J Proposed Monthly Invoice
- V Attachment M Site Visit Record

# 1. INTRODUCTION

#### 1.1. Summary

The purpose of this solicitation is to receive competitive proposals in order to acquire supplies, services or equipment which complies with the enclosed description and/or specifications and conditions for Richland School District Two for the following project: Custodial Services, RFP - 22-023.

Project Description: Richland School District Two is soliciting proposals from qualified vendors to offer janitorial/custodial services to all district facilities.

## 1.2. Background

"In partnership with our community, we develop global citizens of tomorrow — citizens who are prepared to lead and excel in their chosen pathways."

Richland School District Two is located in northeast Richland County in Columbia, SC. The District is adjacent to the City of Columbia and is part of the Towns of Blythewood, Arcadia Lakes, and Forest Acres. Due to strong growth in the area, driven in large part by the exceptional educational opportunities offered, Richland School District Two has become one of the premier school districts not only in South Carolina; but also nationally.

Richland School District Two is home to over 27,800 students with approximately 4,000 employees making it one of the largest employers in the county and 5th largest school district in the state. The District currently has 40 schools, centers, and administrative buildings to serve all of our students and employees with 5.5 million sq. ft. of facilities.

"Richland Two strives to be the premier school district — a learning and working environment where all partners are committed to creating, sustaining, and investing in a culture and environment of excellence and where all are afforded the opportunity to maximize their gifts and talents as they pursue their pathways to purpose."

## 1.3. Contact Information

Project Contact: Wendell Shelton Director, Support Contracts 124 Risdon Way Columbia, SC 29223 Email: <u>wshelton@richland2.org</u> Phone: (803) 736-3774

Procurement Contact: Procurement Department Procurement Specialist 124 Risdon Way Columbia, SC 29223 Email: <u>procurement@richland2.org</u> Phone: (803) 787-1910

#### Department:

Support Services - Operations

## 1.4. <u>Timeline</u>

Date Issued	March 24, 2022
Pre-Proposal Conference (Non-Mandatory)	March 30, 2022, 9:00am Richland School District Two Support Service Center 124 Risdon Way Columbia SC 29223 Please acquaint yourself with the Request for Proposal package prior to the conference. Questions may be addressed at the pre-proposal conference. Proposers are limited to two attendees at the conference. All attendees should plan to wear face coverings.
Question Submission Deadline	April 8, 2022, 5:00pm
Submit Offer By	May 5, 2022, 11:00am

# 2. INSTRUCTION TO OFFERORS

## 2.1. Offer Submission

Richland School District Two will accept sealed proposals via the <u>District's e-Procurement Portal</u>. A copy of the RFP is available on the District's e-Procurement Portal, <u>ProcureNow (OpenGov)</u>. All proposals shall be received no later than 11:00 am on Thursday, May 5, 2022. **Late proposals will not be accepted**.

## 2.2. Inquiries

Questions are allowed and encouraged to clear up any misunderstandings, etc. All questions related to this RFP shall be submitted in writing through the <u>ProcureNow</u> (OpenGov) Question/Answer Tab via the <u>District's e-Procurement Portal</u>, on or before, Friday, April 8, 2022 by 5:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to offerors following this solicitation on the <u>District's e-Procurement Portal</u>.

## 2.3. Amendments to Solicitation

The solicitation may be amended at any time prior to opening. If an Amendment is necessary, it shall be posted on the <u>District's e-Procurement Portal</u>. Amendment notifications will be emailed to all persons on record as following this RFP. Failure of any offeror to receive any such amendment or interpretation shall not relieve such offeror from any obligation under their proposal as submitted. All amendments so issued shall become part of the contract documents.

All amendments to and interpretations of the solicitation shall be in writing, via the District's e-Procurement Portal. The school district shall only be legally bound by any amendment or interpretation that is in writing. Should an Offeror find discrepancies or ambiguities in or omissions from the solicitation documents, or should the Offeror be in doubt as to their meaning, Offeror shall at once, and in any event not later that seven (7) days prior to the solicitation due date, notify Richland School District Two who will prepare written addenda and notify each Offeror of any changes to the original solicitation. Should an Offeror desire any explanation regarding the meaning or interpretation of the solicitation documents, request should be made in writing at least seven (7) days before the date established for submission of offer. Any change interpretation made will be in the form of written addendum to specifications and will be sent to each offeror who is on record as following this RFP. Its receipt by the Offeror shall be acknowledged through the District's e-Procurement Portal. It shall be the Offeror's responsibility to make inquiry as to the addenda issued. All addenda shall become a part of the solicitation document, and all Offerors shall be bound by such addenda whether or not received by the Offeror.

## 2.4. Award Notification

Notice regarding any award, cancellation of award, or extension of award will be electronically distributed to offerors following this solicitation on the District's e-Procurement Portal. Should the Contract resulting from this Solicitation have a total potential value of \$100,000 or more, any award will not be effective until the eleventh day after such notice is given.

## 2.5. <u>Pre-Proposal Conference</u>

A non-mandatory pre-proposal conference will be held on Wednesday, March 30, 2022, commencing promptly at 9:00 am and will be held at:

Richland School District Two Support Service Center 124 Risdon Way Columbia SC 29223 Please acquaint yourself with the Request for Proposal package prior to the conference. Questions may be addressed at the pre-proposal conference. Proposers are limited to two attendees at the conference. All attendees should plan to wear face coverings..

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP.

**Attendance is "Highly Recommended"** in order to provide an adequate proposal. All prospective offerors are strongly encouraged to attend, as this will be the only pre-proposal conference for this solicitation.

## 2.6. Performance Bond Security

A Performance Bond Security is a requirement of the proposal process. If awarded a contract, a Performance Bond Security of 5% of the total annual cost proposal shall be required to be submitted within twenty-four (24) hours or the next business day after the Award. Performance Bond Security:

- Shall be in the form of a certified check made payable to Richland School District Two or by a Bid Bond naming Richland Two.
- Shall be delivered to: Attn: Wendell Shelton, Director of Support Contracts at 124 Risdon Way, Columbia, SC29223

## 2.7. Maximum Initial Contract Period

Any resulting contract from this solicitation will begin on the date specified in the Statement of Award or Intent to Award. The contract period shall be for one (1) year with an option to renew for four (4) additional one-year periods, upon satisfactory agreement between Richland Two and Offeror. This contract shall begin on July 1, 2022.

## 2.8. Proposal as Offer to Contract

By submitting Your Offer, you are offering to enter into a contract with Richland School District Two. Without further action by either party, a binding contract shall result upon final award of this solicitation. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror as submitted with this solicitation. Joint Proposals are not allowed – an offer may be submitted by only one legal entity. A Purchase Order shall be issued by the District and shall give Offeror the right to proceed with this contract proposal.

## 2.9. Proposal Acceptance Period

Proposals may be withdrawn through the District's e-Procurement Portal. The responding firm may "unsubmit" their proposal in <u>ProcureNow</u> (OpenGov). After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals. In order to withdraw your offer after the minimum period specified in this solicitation, you must notify the Procurement Director in writing.

## 2.10. Drug-Free Work Place Certification

By submitting an Offer, Offeror certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

## 2.11. Pricing

All prices and notifications shall be submitted through <u>ProcureNow</u> (OpenGov) shall be altered or amended after the specified time for opening proposals.

## 2.12. Proprietary Information

Offerors are to visibly mark as **"CONFIDENTIAL"** each part of their Proposal that they consider to be proprietary information.

## **3. SCOPE OF WORK**

#### 3.1. Project Specifications

Please see <u>Enclosures 3 and 3a: Cleaning Specifications</u> for project specifications for the following locations:

- Elementary Schools
- Middle Schools
- High Schools
- Richland Institute of Innovation (R2i2)
- Support Service Center (SSC)
- District Stadiums & School Athletic Facilities
- Auditoriums

## 3.2. Proposal Requirements

Richland School District Two requires each of its schools, administration offices, and all other district facilities to meet the highest standards of cleanliness and appearance for its students, employees and community. <u>Enclosure 1: Permanent Square Footage and Portables</u> provides information on the scope of the area to be cleaned.

Within 30 days of start of contract, the custodial contractor must have an office located within ten (10) miles of the Richland School District Two boundaries. The Office must be staffed daily with a minimum of one administrative assistant.

The District reserves the right to interview and accept or reject the manager candidate responsible for liaison with the District's Chief of Operations and Director of Support Contracts.

<u>PROPOSAL SITE INSPECTIONS</u>: Proposers are encouraged to visit each building site and conduct an inspection of the building to observe the uniqueness of the building needs. Visitors must report to the main entrance and complete sign in requirements (driver's license required) at each site. Upon completion of the visit, each visitor must return to the main entrance to sign out. Plan to wear face coverings while visiting Richland Two facilities. Contractor personnel must not take pictures of students nor disrupt school activities.

## 3.3. Staffing

Richland School District Two facilities will be cleaned utilizing predominantly contractor employed custodians. Staffing plans listed by the successful proposer in response to this Request for Proposal (RFP) will become the required staffing levels for each Richland Two facility. These staffing plans will include both contractor employed personnel and the four (4) remaining District employed custodians.

Custodial employees are required to work the same number of hours year-round and lay-offs during the summer break or other times of the year are not authorized.

The District employs four (4) custodians that must be integrated into the contractor's work plan.

a. The lead custodian at North Springs Elementary is a District Employee.

b. Other district employees are assigned to: Bethel Hanberry (1); North Springs (Part time - 4 hours daily) (1); and Summit Parkway (1).

District employed custodians may not work overtime without prior approval of the Director of Support Contracts. District employed custodians work 245 days a year in accordance with the annual District Calendar. District employed custodians must submit requests for absences to the contractor supervisory chain and use the District MYHR tool to report approved absences to the District's Human Resources and Business Services Departments. All Richland School District Two personnel policies apply to the District Custodians.

Custodial contractor will provide supervision and direction to all custodians, both Contractor and District employed.

1. School Year Staffing: (See <u>Enclosure 6: Calendar</u>) Custodial contractor will provide staffing adequate to meet the highest standards of cleanliness and appearance throughout the school day and for special functions before, during and after school. Contractor is expected to maintain staffing levels as indicated in their proposal (<u>Attachment A: Custodial Staffing Plan and Attachment B: Facility Staffing Timeline)</u>. Staffing at all elementary, middle and high schools must include an eight (8) hour per day full-time daytime supervisor and an eight (8) hour per day full-time evening supervisor.

Staffing at our centers must include one eight (8) hour per day full-time supervisor.

A. For all elementary, middle and high schools, custodial service is required each school day from one (1) hour prior to the school start time until completion of daily cleaning tasks or 8:00pm, whichever is later. School hours for 2022-2023 are:

- a. Elementary and Centers: 7:40am 2:30pm
- b. Middle: 8:20am 3:15pm
- c. High: 8:50am 3:53pm

B. Staffing at our centers is required each school day from one (1) hour prior to the school start time until completion of daily cleaning tasks or 6:00pm, whichever is later.

C. For teacher work days (student holidays), the schedule may be adjusted with coordination with the school's principal as long as the total hours of custodial coverage remain constant.

D. Custodial service in administrative buildings is required from 7:00 am. until 6:00 pm. Custodial service at R2i2 is required from 6:30 am until 9:00 pm.

E. School year staffing includes the 180 school days plus 10 days before the first day of the school year and five (5) days after the last day of the school year. When directed by the principal/facility manager,

custodians are responsible for unlocking/locking gates and building access doors and arming/disarming building alarms.

2. Holidays / Student Holiday / Teacher Workday Staffing: Custodial crews are fully staffed on student holidays when teachers are working. Custodial crews are also fully staffed on teacher workdays before and after the academic year. Schools are not normally staffed with custodians on District Holidays.

3. **Spring Break Staffing:** Schools are normally not staffed with custodians during spring break. District employed custodians will not be scheduled to work during Spring Break without the approval of the Director of Support Contracts. Custodial work may be scheduled during spring break when needed. Special events and sporting events during spring break must have custodial coverage as needed.

4. Winter Break Staffing: Schools are normally not staffed with custodians during the winter break except to complete semi-annual cleaning tasks. District employed custodians will not be scheduled to work during Winter Break without the approval of the Director of Support Contracts. During the winter break, the contractor may use cleaning teams of contractor personnel to accomplish annual and semi-annual cleaning tasks.

5. **Summer Break Staffing:** School year staffing levels are required to be maintained during the traditional summer break. Most schools will have summer programs for much of the summer break and require the same level of custodial staffing as the school year. During the summer break, the contractor may use cleaning teams of contractor personnel to accomplish annual and semi-annual cleaning tasks as long as the formation of a cleaning team does not reduce staffing at a school to the point that school's programs do not have adequate custodial coverage.

Custodial support of summer programs including (but not limited to) academic enrichment, summer school, credit recovery, extended school year, day care, group and club activities, sports camps, team practices, and any other use of facilities by students and/or staff conducted in Richland Two facilities must be included in the contract cost.

Athletic games and events not part of a regular season, athletic team or individual tournaments, and any event with community participation or attendance will require the sponsoring organization to coordinate for custodial coverage using a custodial services work order and requires the sponsoring organization to make payment directly to the Custodial Contractor.

6. **Richland Two Institute of Innovation (R2i2) Staffing:** R2i2 is a multi-function building requiring custodial flexibility. R2i2 includes classrooms, District administrative offices, conference center, and a branch of the Richland County Public Library. R2i2 will be fully staffed year-round, including student holidays and teacher workdays. Reduced staffing may be possible on District Holidays, Spring Break and Winter Break unless a special event is conducted on those days. Special events are coordinated through the Conference Center Director. All payments for custodial coverage during special events are also coordinated with the Conference Center Director.

7. **Stadium Staffing:** Prior to a scheduled event at any of the stadiums, the custodial supervisor for the campus must ensure the stadium is prepared and coordinate with the stadium manager or athletic director no later than two (2) hours prior to the event start time. The stadiums must be staffed during events to ensure the facility is maintained to high standards of cleanliness. The custodian in charge during the event must report to the stadium manager/athletic director upon arrival.

A minimum of one (1) custodian must be present for each side of the stadium in use from one hour prior to each event start until the event concludes. At least one (1) male and one female custodial staff member must be present from one-hour after the announced start time of the event until the conclusion of the event. Additional custodial staff may be required during high attendance events.

Stadium clean-up, including parking lots, must be scheduled no later than the morning after an event. If the clean-up will occur during periods of darkness, the stadium manager/athletic director will coordinate for one side of the stadium lights to remain lit. The custodial supervisor may be tasked to extinguish the lights after the clean-up concludes.

Harry Parone Stadium (located on the Spring Valley High School campus) also includes the clean-up of the parking lot of Spring Valley Presbyterian Church (across the street from the stadium).

High schools use the stadiums for varsity, junior varsity and B-Team football, soccer, track and field, and lacrosse games and practices. In addition to the cost of sporting events, the custodial contractor must include daily cleaning of the locker rooms, weight rooms and field houses at all stadiums in their proposal cost. Use of the stadiums by outside organizations will require coordination by the custodial contractor with the using organization. The using organization must make payment directly to the custodial contractor.

8. Athletic Event Staffing: The monthly cost for high schools and middle schools shall include the coverage and clean-up for all regular season sporting events conducted Monday through Saturday including games, practices, practice games, and scrimmages. The monthly cost shall also include coverage for the first five (5) playoff events per high school. If the total playoff events for the District exceed 25 within a school year, additional playoff events will be covered via a custodial work order with payment from the Operations Department.

School sponsored tournaments and other fundraising activities are excluded and must be covered via a custodial work order, paid by the sponsoring school.

The minimum staffing for any event with spectators is one custodian from one hour prior to event start until the event concludes. Varsity events conducted in a gymnasium additionally require one male and one female custodian from one hour prior to event start until the event concludes. Additional staff is required during high attendance events as coordinated by the school's Athletic Director. Clean-up after events must be completed to prevent disruption to the following day's activities.

9. **Extra-Curricular/Special Event Staffing:** Throughout each year, a large number of events and programs will occur that require custodial services not covered in the cleaning specifications. The custodial contractor, in consultation with the event sponsor, will arrange custodial service for the event utilizing a custodial work order. Payment for these services shall be made by the event sponsor. These events include:

a. Events sponsored by Richland School District Two internal organizations and organizations that have contracted to use Richland School District Two facilities.

b. Internal and external organizations using Richland School District Two facilities requiring custodial coverage must arrange for coverage through the custodial contractor. Volunteer custodial coverage or

custodial coverage from another contractor are prohibited. The custodial contractor may require payment in advance from external organizations renting Richland School District Two facilities.

c. Richland School District Two uses Facilitron to manage use of District facilities. The custodial service contractor must establish a reliable system for monitoring events scheduled in Facilitron to ensure adequate custodial coverage for all events. Events are normally scheduled in Facilitron at a minimum of 10 days in advance. However, shorter lead times are infrequently approved.

d. Contractor employees assigned to monitor Facilitron must check the calendar each day for each facility to monitor changes. The District will provide Facilitron training to contractor personnel as needed.

10. **Richland County Library at R2i2 Staffing:** Richland Two does not provide custodial service for the Richland County Public Library at R2i2.

11. **Richland Two Facilities used for Voting:** Richland School District Two schools are used as polling places during primary and general elections. *(See Enclosure 9: Richland Two Schools used for Voting)* Elections occur both during school days and when schools are closed for general elections. When schools are closed on an election day, the custodial contractor must provide a custodian to open the school at 5:30am, custodians throughout the day to service restrooms and dispose of trash generated by voters, and to secure the building after the polls close and the poll workers depart.

The end time for most elections is no later than 9:00pm but the contractor must be prepared for later end times when polls remain open due to large voter turnout. For voting days when school is in session, the opening time remains 5:30am (with a flexible end time), but the regular custodial crew will be able to service the building during the day. One custodial work order generating a single invoice for all locations used is required. Richland Two Operations Department will make payment to the custodial contractor and be reimbursed by the election commission.

12. **Tiger Teams:** Richland School District Two requires the successful proposer to staff three (3) Tiger Teams with varying responsibilities.

a. Team one is a four (4) person team. All four members will be full-time, 8-hour employees. The team will be equipped as outlined in *Enclosure 4: Required Equipment*. This teams will be scheduled for work Monday through Friday under the control of the supervisor charged with R2i2. The team will be responsible for assisting the R2i2 crew with event support. When not engaged in supporting R2i2 events, the team will be used to augment school staffs and complete work associated with special custodial projects.

b. Team Two is a two (2) person team. Both employees will be full-time, 8-hour employees. The team will be equipped as outlined in *Enclosure 4: Required Equipment*. The team will report daily to the Richland Two Supervisor of Maintenance. The team's primary role will be the repair and replacement of restroom accessories (toilet paper dispensers, paper towel dispensers, soap dispensers, sanitary disposal boxes) and replacing ceiling tiles in ceilings that can be serviced using an 8-foot step ladder. The team will receive work orders directly from the District's work order system (currently School Dude). When not engaged in the primary role, the team will assist the District's preventative maintenance team (PM Team) with general maintenance tasks.

c. Team Three is a two (2) person team. Both employees will be full-time, 8-hour employees. The team will be equipped as outlined in *Enclosure 4: Required Equipment*. The team will report daily to the Richland Two Supervisor of Maintenance. The team's role will be to assist the District's preventative maintenance team (PM Team) with general maintenance tasks.

13. **Employee Shortages and Absences:** Employee shortages and absences will be covered with overtime hours or replacement staff adequate to accomplish all cleaning tasks at each facility. The contractor is not required to replace hours for short term absences of District employed custodians. Long term absences will be invoiced separately though the custodial work-order system. Hours for scheduled vacations of up to five (5) days for the contractor's employees are not required to be replaced, as long the facility they are assigned remains clean to the District's standards.

If a District employed custodian is away from work for an extended period, the custodial contractor will replace the hours with a contractor employee(s). The daily rate of replacement will be the labor rate without supplies multiplied by eight (8). If the employee is out for an entire month, the rate will be the amount indicated in the contractor's proposal. Permanent replacement of a District employed custodian will be at the rate indicated in the contractor's proposal.

14. **Pandemic Response Staffing:** The proposal submission should assume no special requirements for cleaning or sanitizing for the COVID-19 pandemic. In the event the levels of infection of COVID-19 or any other diseases rise to levels creating conditions requiring additional cleaning/sanitizing measures, the District and the custodial contractor will reach a mutual agreement on a contract amendment to address those measures and payment for additional supplies/services. <u>Enclosure 8: Cleaning Guidelines for Gastroenteritis</u> details guidelines for response to norovirus/gastroenteritis outbreaks.

15. **Red Cross / Emergency / Severe Weather Shelter Staffing:** There are eight (8) facilities in the District designated as emergency shelters. The custodial contractor will be asked to staff these facilities when they are activated in response to an emergency. The custodial contractor shall invoice the district for any costs associated with custodial services.

Custodial service includes, but is not limited to, cleaning and stocking restrooms, cleaning and sanitizing shower facilities, cleaning sleeping areas and cleaning cafeterias.

Providing custodial services during an emergency is only required when custodial personnel can safely travel to the shelter. If travel is unsafe, shelter sponsor personnel will make the best of the situation until travel is safe. Schools designated as Emergency Shelters are:

- Blythewood High School
- Blythewood Middle School
- Dent Middle School
- E.L. Wright Middle School
- Richland Northeast High School
- Ridge View High School

- Spring Valley High School
- Summit Parkway Middle School

## 3.4. Employee Compensation and Benefits

All day shift and evening shift lead custodians must be full-time (8 hours per day) employees. At least 60% of the remaining custodial staff must be full-time workers (minimum of 6-hours per day).

The minimum wage that shall be offered to any custodial employee working in Richland School District Two Facilities is \$12.00 per hour. A complete listing of minimum pay rates by position is included at <u>Enclosure 10: Minimum Pay Rates</u>.

For new employees, probationary pay rates of \$0.50 per hour less than the minimums specified at <u>Enclosure 10: Minimum Pay Rates</u> may be paid up to 60 calendar days. At the end of 60 calendar days, employees must be compensated at the rates at <u>Enclosure 10: Minimum Pay Rates</u>.

Incumbent employees have served as custodial staff members for a varying number of years. Potential custodial contractors are encouraged to hire incumbent employees as part of their proposal. If you plan to hire incumbent employees as part of your proposal, you must plan to compensate those employees considering their years of service to Richland Two. Incumbent employees with less than three (3) years of tenure may be compensated at Step 0. Employees with between three (3) and five (5) years of tenure must be compensated at a minimum Step 3. Employees with between five (5) and ten (10) years of tenure must be compensated a minimum Step 5. Employees with over ten (10) years of tenure must be compensated at a minimum Step 10.

Enclosure 11 (Employees Longevity) provides information on employee longevity.

Upon request, the custodial contractor must provide a certified payroll report which verifies employee compensation equivalent to or above the minimum required amounts listed on *Enclosure 10: Minimum Pay Rates.* 

In any year in which a price increase is granted to the custodial contractor, the custodial contractor must increase employee compensation, at a minimum, by one step on <u>Enclosure 10: Minimum Pay Rates.</u> or by the percentage of increase granted, whichever is less. Richland School District Two expects the successful proposer to offer employees a wide-range of benefit options.

Custodial workers will not be asked to report for work for less than four hours to support events outside their normal work schedule. The custodial contractor may schedule workers for less than four hours to support events when the time overlaps the employee's normal work schedule.

## 3.5. Custodial Service Augmentation

The custodial contractor may secure custodial service providers to accomplish tasks requiring specialized equipment or skills (high window cleaning, custodial equipment maintenance, etc.). The entire cost associated with these services will be borne by the custodial contractor.

Custodial contractor will ensure all employees of the service provider are aware of the provisions of this RFP for interacting with students and school staffs.

The custodial contractor, upon approval of the Director of Support Contracts, may secure local cleaning services/custodial service providers to complete daily, weekly, monthly, semi-annual and annual cleaning tasks in Richland Two facilities. The supervision of any such service is the responsibility of the custodial contractor. Custodial Contractor supervisors must remain on site with any service provider performing daily, weekly, monthly, semi-annual and annual cleaning tasks. Any and all costs associated must be borne by the custodial contractor.

Custodial contractor will ensure all employees of the service provider are aware of the provisions of this RFP for interacting with students and school staffs and meet the same background check requirements as contractor personnel.

## 3.6. Protection of School Property

The contractor shall protect from damage due to its work, methods, procedures, and employees, the District's property including building surfaces, finishes, systems, equipment, furniture, supplies and other components. The contractor shall repair, or cause to be repaired, all damages to District property resulting from contractor's employee's negligence or willful misconduct within a time limit acceptable to the District.

## 3.7. Supplies, Materials, and Equipment

The contractor shall submit a list with his proposal of all supplies <u>(Attachment D: Proposed Supply List)</u> and equipment <u>(Attachment E: Equipment List)</u> to be used in support of this contract. Minimum required equipment is listed in <u>Enclosure 4: Required Equipment.</u>

Any removal, substitution or use of other materials, supplies or equipment must be approved by the Director of Support Contracts. All such supplies/materials/equipment will be subject to District approval. The contractor shall assume full responsibility for protection, storage, and safety, of supplies and equipment. The contractor shall maintain an adequate supply of all specified supplies and equipment to include equipment spares to prevent disruption in quality cleaning and maintenance services.

The contractor shall assume the responsibility of providing all consumable supplies such as: paper towels, trash can and sanitary napkin box liners, hand soap and toilet tissue in all restrooms including restrooms located inside of classrooms. Hand soap and paper towels must be provided at hand washing sinks in science laboratories and all other hand wash sinks inside of classrooms.

Restrooms and hand sinks in kitchens at R2i2 and kitchens used for the National School Food program are excluded.

Trash can liners for all trash cans must be provided by the custodial contractor. Trash cans in kitchens used by the National School Food Program are excluded.

Ceiling tile in ceilings ten (10) feet tall and under will be furnished by District and replaced as needed by Tiger Team Two or custodial contractor personnel assigned to the facility.

In restrooms at the Support Service Center (SSC) and R2i2 where toilet seat cover dispensers are present, toilet seat covers shall be supplied. Dispensers and containers required for proper dispensing of toilet paper, paper towels and soaps and sanitary napkin disposal boxes shall be provided by the contractor and are to remain upon completion of the contract. Replacement dispenser types must be

approved by the District. Under the supervision of the District's Maintenance Supervisor, Tiger Team Two will be responsible for installing restroom accessories.

Contractor is required to furnish in good working order, an adequate number of half  $(\frac{1}{2})$  yard and one (1) yard trash carts for each facility.

Contractor is required to supply an adequate number of trash cans and trash can dollies to support cleaning crews and the operation of dining areas in school cafeterias (kitchens are excluded). Classroom, office and exterior trash cans are furnished by the school or building manager.

Contractor is required to furnish a minimum of one 8-foot step ladder for each facility.

a. **CEILING HEIGHT LIMITATIONS:** The custodial service provider will not be required provide ceiling tile replacement in any ceiling that cannot be safely serviced using an 8 foot step ladder.

b. **EQUIPMENT AGE**: Floor and carpet cleaning and polishing equipment provided in support of this contract must not be older than three (3) years at the start of this contract and must be refurbished or replaced every 24 months for the entirety of this contract.

c. **REMOVAL OF INOPERABLE EQUIPMENT:** Contractor is required to immediately remove custodial equipment deemed non-repairable from Richland Two facilities.

d. **TRASH CONTAINERS:** The District shall be responsible for providing adequate office, classroom, and hallway trash containers and trash containers outside all buildings.

## 3.8. Walk-off Mats

Custodial contractor must provide walk-off mats at all exterior doors at all District facilities. An exterior scraper mat and an interior carpeted mat are required at each door. Double doors require two sets and triple doors require three sets of mats. Interior mats must be laundered once a month and vacuumed several times a day as needed. The custodial contractor may use a subcontractor to provide mats and/or the monthly laundering. District washer and dryers may not be used to launder walk-off mats.

## 3.9. Employee Training

Prior to beginning work in the District and again prior to the beginning of each school year, all custodial personnel must be trained in the following subjects:

- a. Prevention of sexual harassment
- b. Protection from blood-borne pathogens
- c. Confidentiality of student records
- d. Proper conduct toward student and staff
- e. Safety procedures
- f. Safe handling and proper use of all cleaning agents and custodial equipment.
- g. Cleaning processes and procedures
- h. Recycling program

i. Other subjects required by the custodial contractor

Within 15 school days of the beginning of each school year, the custodial contractor will submit to the Director of Support Contracts, a record of the required training in the form of sign-in sheets with employee signatures affixed, acknowledging the completion of the required training. Employees who have not received the annual training will not be allowed to work past the 15th day of the school year. The custodial contractor must submit within five (5) days of a new employee's hire, a record of the training being completed.

## 3.10. <u>Safety</u>

The custodial contractor will take all reasonable precautions to ensure the safety of students, school staff and employees. An adequate supply of caution signs (wet floor) must be provided to custodial staff to ensure availability any time a floor is wet.

During periods of cold weather, the custodial contractor will ensure an adequate inventory of ice melt is on hand to treat sidewalks, entrances and walkways. Custodians will be scheduled to arrive at each facility and treat the walkways prior to the building staff scheduled arrival. Ice melt will be provided by the District via a work order submitted by each District facility manager using the School Dude work order system.

Custodial contractor shall provide a representative to attend all District safety representative meetings.

## 3.11. Environmental Protection

Custodial contractor will ensure their employees are trained to protect the environment, including wastewater management. Contractor will ensure employees are instructed on the proper disposal of wastewater and take reasonable supervisory measures to prevent dumping wastewater into storm drains or on the ground.

Violations of proper wastewater disposal may result in fines and clean-up fees. All such costs as a result of custodial negligence shall be the responsibility of the custodial contractor. Waste floor wax and mop water containing floor wax and floor wax residue must be sufficiently diluted to prevent clogging of sanitary sewer lines. Additionally, flushing the drain with hot water for ten (10) minutes after disposal is required.

## 3.12. <u>Recycling Program</u>

Each facility has one or more dumpsters for cardboard recycling and the custodial staff is required to flatten cardboard boxes and place them in the specified dumpster. Each facility also has a number of recycling roll-carts for other recyclables. The custodial contractor is required to actively participate in the recycling program. The custodians at each facility are expected to coordinate with the facilities recycling coordinator and assist with the program. Custodians must move the roll carts to the proper location the afternoon/evening prior to scheduled pick-ups.

## 3.13. Payments

The District shall make payments to the contractor upon receipt of contractor's invoices. The contractor shall submit one monthly invoice with each facility listed separately after that month's work has been completed. The invoiced amount for each facility will be rounded to the nearest whole dollar.

Invoices for work completed via a custodial work order will be submitted to the requesting official within 30 days of the work being completed. The District shall make payment within 30 days of the work being completed and the receipt of an acceptable invoice.

Invoice adjustments will be made when service provided at a facility changes, such as when portables are moved between campuses or the District requests staffing changes at a facility.

Payments from organizations outside of Richland Two that contract for custodial coverage will be arranged directly by the contractor with the outside organizations. Organizations using Richland Two facilities must remain in good standing with the custodial contractor to be eligible to rent District facilities. The custodial contractor may require payment in advance of an event sponsored by an outside organization.

## 3.14. Accountability and Credits

While the evaluation of the Custodial contractor's work will be based on facility cleanliness, the contractor is expected to maintain the staffing levels indicated in the staffing plan (<u>Attachment A:</u> <u>Custodial Staffing Plan and Attachment B: Facility Staffing Timeline</u>). The custodial contractor must utilize an automated time keeping system with adequate safeguards to prevent fraudulent entries. The system must produce a report for each facility of the employee hours during the month.

The monthly report of employee hours, by facility, will be submitted to the Director of Support Contracts upon request. Any month when the actual custodial hours are less than 95% of the hours indicated in <u>Attachment A: Custodial Staffing Plan</u>, the contractor will issue a credit of the number of hours short of 100% multiplied by \$12.00. The credit memo will accompany the following month's invoice. The contractor is also required to issue a credit in the amount equal to the charge for a Tiger Team any month a Tiger Team is not fully staffed.

## 3.15. Insurance Requirements

1. Workmen's Compensation

To meet legal requirements

2. Comprehensive General Liability with limits not less than:

General Aggregate \$1,000,000

Products & Completed Operations Aggregate \$1,000,000

Personal & Advertising Injury \$500,000

Each Occurrence \$500,000

Fire Damage (any one fire) \$50,000

Medical Expense (any one person) \$5,000

3. Business Automobile Liability

Bodily Injury and Property \$1,000,000 combined single limit each accident

4. The District shall be named as an additional insured on the Commercial General Liability and Business Automotive Liability policies. The contractor shall deliver certificates to the District which evidence such coverage as of the effective date of this agreement and shall provide new Certificates of Insurance in the event of any policy change or renewal period.

## 3.16. Fees

The contractor must pay for all permits, licenses, fees, and sales taxes. The contractor must comply with all laws, ordinances, rules, and regulations of Richland County, the State of South Carolina, the Government of the United States, and any applicable regulatory agency.

## 3.17. Storage

Custodial storage closets/rooms and mop sinks in each facility will be available for custodial use. Both may be used in the performance of this contract provided that they are maintained in a neat and sanitary condition by the contractor. Contractor may use schools central receiving areas for storage of supplies expected to be consumed between monthly shipments. Supplies will not be placed in hallways, left on the loading dock or placed in classrooms, break rooms, offices or other areas without the permission of the principal. Electrical closets and mechanical rooms will not be used for storage and electrical panels must remain clear of obstructions.

## 3.18. Security

During the school day, all contractor personnel must keep outside doors closed and locked unless the door is physically monitored to prevent unauthorized personnel from entering the building. At the conclusion of the regular school day, the contractor's personnel must keep all outside doors and windows locked for afternoon and night cleaning. The contractor will not allow anyone entrance into the building unless authorized by the school or District administration. The contractor's personnel shall monitor unauthorized entry and vandalism and report the same to the Principal or Security.

The contractor will be issued keys to each building by the Principal/Facility Manager. All keys, except one (1) outside door key, shall be secured inside the building each day, in a safe place assigned by the Principal. The outside door key will remain in the custody of the person assigned to open the building the following day. The loss of a master key by Contractor's personnel shall constitute damage to the School District which will require the contractor to bear the expense of reinstating the integrity of the building's security. The District will provide training on security and alarm systems to contracted personnel.

## 3.19. Evaluation of Work

The Custodial contractor's work will be evaluated on the performance of the custodial staff in maintaining a high state of cleanliness in each facility. Each school will submit a monthly report to the Director of Support Contracts using an automated reporting system. The reports will be available for

review by the custodial contractor at any time. A monthly roll-up of all reports submitted will be made available to the custodial contractor and the District's Chief of Operations. The Chief of Operations and Director of Support Contracts will provide feedback to the contractor's designated representative. Enclosure 5 is an example report

## 3.20. Emergencies

In the event of any emergency condition involving water leakage, flooding, vandalism involving fire extinguisher or the like, the contractor shall immediately direct his employees from their normal assigned duties to correct the condition. When the employees are no longer needed for the special work, they shall be directed to return to their normal work. No additional cost shall be charged to the school district for the diversion of the contractor's employees from their normal work; however, recognition shall be taken to the diversion and the contractor will not be penalized because the normal work has not been accomplished.

## 3.21. Special Projects

The contractor shall be responsible for the moving of office and classroom furniture and equipment on an "as needed" basis. The contractor shall be responsible for setting up rooms, auditoriums, and gymnasium areas for special meeting and activities as specified by school officials.

## 3.22. Changes in Payment

The contracted price may change under the following conditions:

a. If written notice from the school district is given to the contractor requesting an increase or decrease in the service provided by the contractor that is sufficient to require a change in the amount of labor or supervision, the contract shall be altered by an amount to be negotiated between the parties.

b. Should the Federal/State minimum wage be increased beyond the District mandated amount or should wage associated taxes or insurance (such as FICA, Unemployment Insurance, Workers Compensation or General Liability Insurance) increase, the contractor and the school district shall agree as to the actual increase and the date the change will take place.

c. Additions or deletions in facilities, including portable buildings.

## 3.23. Independent Contractor

The contractor's relationship to the school district is that of an independent contractor, and as such, shall not at any time directly or indirectly act as an agent, servant, or employee of the school district, or make any commitment, or incur any liabilities on behalf of the school district without the expressed written consent of the Superintendent or his designee.

## 3.24. Cleaning Product/Deodorizer Restrictions

Occasionally an employee or student reports hyper-sensitivity to cleaning products and deodorizers. When the sensitivity is verified by a medical professional, the custodial contractor is required to adhere to procedures established to protect the employee or student from exposure. Currently, no deodorizer can be used in the District office restrooms at R2i2 and there is an office area and faculty restroom at Spring Valley High School where only specific cleaning products and no deodorizers can be used.

## 3.25. PERSONNEL

A. The contractor shall use an adequate force of skilled work personnel who are thoroughly trained and experienced in the necessary crafts and skills. Employees shall present a clean and neat appearance, shall not engage in profanity, immoral acts, stealing, use of alcohol, tobacco or illegal drugs. Employees in violation of any of the above, upon notifications to the contractor, shall be immediately and permanently removed from District property and replaced with acceptable personnel.

B. The contractor agrees not to discriminate against employees or applicants for employment on the basis of race, color, religion, gender, sexual orientation, national origin, or disability.

C. The contractor shall be responsible for the hiring, discharging, and disciplining of custodial personnel. The contractor's employee handling policies must be, in large part, compatible with the policies of Richland School District Two.

D. The contractor shall require all of its employees to wear a distinctive uniform and a picture identification badge provided by the District. The contractor will provide the District with the information for each employee. The District will issue the badges. Replacement of lost badges will cost \$10.00. Badges must be returned to the District if the employee is no longer employed by the contractor.

E. The contractor shall not allow employees to bring any unauthorized persons, materials or substance into any building (i.e. family, friends, drugs, tobacco, alcohol, pets, weapons, etc.).

F. The contractor shall coordinate and schedule its staff to complete the daily work. The contractor shall plan the work in conjunction with the school principal to minimize the disruption of school operations.

G. The contractor shall maintain an ongoing on-the-job training program for its employees at each district facility. The contractor shall provide the school district a copy of its training program, including subjects to be taught and frequencies of instructional sessions.

H. The contractor shall provide an in-district supervisor who will be the primary contact person for the contractor and shall deal with the principal or principal's designee and the Director of Support Contracts on concerns that arise relative to the performance of the cleaning specifications herein stated. The contractor shall provide an adequate number of area managers to ensure support of school custodial staffs.

I. The contractor agrees to adhere to all state and federal regulations in regards to employment and payment of employees.

J Hiring Procedures for Contractors with Classified Staff Members working at Richland School District Two locations:

1. The Contractor will have their prospective employees that will work at Richland School District Two locations complete an application for employment that, at a minimum, asks the following:

a. Has the individual worked for Richland School District Two in the past?

b. If the individual has worked for Richland School District Two in the past, the Director of Support Contracts must be contacted to confirm the individual will be approved to work in Richland School District Two facilities. This approval must be obtained prior to the individual performing any work in the District.

c. The application for employment with the Contractor at any Richland School District Two locations shall ask for a listing of an applicant's prior work history that includes, at a minimum, a request for information on the last three positions held by the individual and the individual's prior work history over the past five years. The individual's places of prior employment, addresses of prior employers, position(s) held, a description of prior work duties, in addition to the reasons for leaving any prior employment, will be requested. Applicants must also be asked if they have ever been terminated from any prior employment, or if they have ever been asked to resign in lieu of discharge. The applicant's responses to all of these questions must indicate that the individual is suitable to work in a public school environment. The reasons for leaving prior employment may not suggest that the individual is unsuitable for working in and among students. Any questions regarding the applications of potential candidates for hire by the contractor will be reviewed with the Director of Support Contracts.

d. A minimum of two completed reference forms must be maintained on all individuals working in Richland School District Two schools. These reference forms must be evaluated fully and carefully to assist in determining whether the individual is suitable to work in and amongst students in a public school environment. Please note that all references will need to be professional (work) references. Reference forms should be completed by individuals such as: the applicant's former employers, coworkers, or former teachers or college professors (if the individual does not have any prior work experience).

e. All application materials must be reviewed carefully and thoroughly to assess suitability for work. Prior copies of the documents obtained as part of an applicant's background check must be available for production if requested by Richland School District Two.

2. In order to work at any Richland School District Two location, applicants must disclose on their applications for employment any convictions for crimes other than minor traffic violations and charges for insufficient funds for checks returned by the bank. The contractor will process a thorough criminal background check that includes a search of the individual's criminal history in all states within which the individual has resided for (at a minimum) the past five years. Potential applicants will be disqualified for any drug, sex, violence or theft related convictions. Applicants may also be disqualified for other convictions after a review of the facts and circumstances of each conviction. Applicants must submit a written explanation for any criminal convictions other than minor traffic violations or charges for insufficient funds for checks returned by the bank; those convictions must have occurred over five (5) years prior. All written explanations must be approved by the Director of Support Contracts prior to the individual's authorization to work at any Richland School District Two locations. Individuals with the following convictions will not be approved for hire at any Richland School District Two location under any circumstances:

a. Inappropriate sexual conduct including, but not limited to, solicitation of prostitution, sexual battery, sexual relations with a minor, possession or sale of pornography or obscene literature involving minors

b. Sale of a controlled substance

c. Possession of a gun or weapon on school district property, or the use of a weapon in the commission of a violent crime.

3. A nationwide sex offender registry check will be conducted from the National Sex Offender Public Registry website at www.nsopr.gov. Copies of the search results will be printed and maintained by the Contractor for production to Richland School District Two, if requested. If the sex offender registry checks yield hits for individuals with the same name as the applicant, written confirmation shall be maintained establishing that the pictures of any sex offenders with a hit on that name were reviewed. The Contractor must maintain written confirmation that there is no reason to believe that the hits obtained as a result of the sex offender registry search could be the same person as the applicant.

4. No individual will be allowed to work at any Richland School District Two location without having successfully completed and passed all background check procedures required by Richland School District Two and the Contractor. The Contractor agrees to maintain the following information on each individual who is working, or who has worked at any Richland School District Two location within a minimum of the last five years:

a. An acceptable completed application for employment that includes appropriate work history information as stated above.

b. At least two acceptable work references (references should not suggest that the individual is not suited for employment in and among students in a public school environment).

c. Thorough written documentation of all appropriate criminal background checks, including written statements concerning an individual's prior convictions for any crimes other than minor traffic violations and charges for insufficient funds for checks returned by the bank. Documentation that the pictures of any hits on the sex offender registries were reviewed and found to be someone other than the applicant must also be maintained.

5. The Director of Support Contracts, in conjunction with the District's Human Resources Department must approve any individual who has had a professional certificate or license suspended or revoked in the past (including a teaching certificate from South Carolina or another state), prior to allowing that individual to work in Richland School District Two. The contractor's application materials must ask the individual if they have ever had such a suspension or revocation in the past.

6. If any individual's application for employment, work history, references, or criminal background check (including a check of the national sex offender registry) yields information that is questionable regarding an individual's suitability for work, the decision regarding that individual's employment at any Richland School District Two location will be decided jointly between the Director of Support Contracts and the Contractor.

7. The Contractor shall ensure that any question(s) it has regarding the District's hiring procedures are directed to the Director of Support Contracts.

8. The custodial contractor's nepotism policy must preclude assigning immediate family members to the same school or in a supervisory relationship. Immediate family member is defined as: spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-

law, and any stepparent, stepchild, stepbrother or stepsister living in the home and/or claimed for tax purposes.

9. The Director of Support Contracts must approve any employee prior to beginning work in Richland Two facilities. The custodial contractor will provide the following documentation to the Director of Support Contracts for review.

a. Completed application supplement (Enclosure 7: Employment Application Supplement).

b. Completed DHEC form 1420 School Employee/individual Certificate of Evaluation for Tuberculosis.

c. Supervisor's statement of reference checks (*Enclosure 7a: Supervisor's Statement of Reference Checks*).

d. A copy of the background check from an approved National Background Check Corporation which includes a check of South Carolina Law Enforcement Division (SLED) records, criminal background checks from all states of residence, and the National Sex Offender Registry or a copy of a SLED report and National Sex offender registry report. If the prospective employee has lived outside South Carolina, a background check from all states of residency must be included.

10. Richland School District Two agrees that any decision made by the District concerning the Contractor's employees will be consistent with federal and state laws, business necessity and in compliance with Equal Employment Opportunity Commission (EEOC) guidelines.

## 3.26. REQUIRED CONDUCT FOR CONTRACTED EMPLOYEES

1. Richland School District Two expects that in dress, conduct and interpersonal relationships, all contracted employees must recognize that they may be continuously observed by students, district employees, parents and community members. Given this environment, contracted employees must present a professional and appropriate image at all times while on district property or at any district sponsored activities or events.

2. Contracted employees shall not engage in immoral or criminal conduct, commit or attempt to induce students or others to commit an act(s) of immoral or criminal conduct. If it appears that a contracted employee may have violated the law, Richland School District Two will cooperate fully with all appropriate law enforcement agencies.

3. Contracted employees who are working within the District, while on duty and in the presence of students, will not use profanity, tobacco products in any form, and will not consume or be under the influence of intoxicating beverages. They will not be involved in illegal drug use, drug abuse or drug trafficking. All contracted employees must immediately notify the Contractor and Richland School District Two if they are arrested.

4. Contracted employees shall not engage in inappropriate conduct of a sexual nature with a student at any time. This includes any action or conduct communicated or performed in person, in writing or electronically through such means as a telephone, cell phone, computer, personal data assistant or other telecommunication device and includes text messages, instant messaging and social media networking.

5. Inappropriate conduct of a sexual nature with Richland School District Two students or employees is unacceptable and includes: inappropriate sexual advances, requests for sexual favors and/or any other verbal or physical conduct of a sexual nature. Inappropriate conduct of a sexual nature may include, but is not limited to, the following:

- Leering at a student's or employee's body
- Touching, grabbing and/or pinching
- Making comments, gestures or jokes of a sexual nature
- Manipulating clothing in a sexual manner
- Displaying sexual pictures or objects
- Spreading sexual rumors or comments
- Teasing and/or bullying in sexual terms
- Inflicting sexual assault or abuse
- Engaging or participating in any dates, sexual activity or other activity with a student which contains a sexual or romantic overture
- Any other behavior by a contracted employee toward a Richland School District Two student or employee that would reasonable cause the student or employee to feel uncomfortable or that would reasonably give the appearance of impropriety or unprofessional conduct, regardless of whether the behavior is overtly sexual and regardless of whether such behavior would constitute a crime

6. Inappropriate conduct of a sexual nature is prohibited against Richland School District Two students or employees of the opposite sex, as well as against students or employees of the same sex.

7. The contractor must provide training to ensure all employees are aware of their responsibility to safeguard confidential student information. The training must inform employees of the provisions of the Family Educational Rights and Privacy Act (FERPA).

8. The contractor will be responsible for providing the appropriate training to ensure that all contracted employees are fully aware of Richland School District Two's expectations concerning their conduct.

## 3.27. CUSTODIAL CREW REQUIREMENTS

- A. Open the building each morning and secure the building at the end of the day as directed by the Principal. These tasks may include opening and closing/securing access gates to the campus and arming/disarming alarms.
- B. Clean the building and grounds in accordance with specifications in <u>Enclosures 3: Cleaning</u> <u>Specifications and 3a: Cleaning Specifications Checklist.</u>
- C. Inspect the building exterior for possible unauthorized entrance and/or vandalism.

- D. Check halls, cafeteria and restrooms throughout the school day for cleanliness.
- E. Clean up after sick students, including on buses that are on the school campus. Meet all Occupational Safety and Health Administration (OSHA) requirements for cleaning up after bodily fluids and blood-borne pathogens.
- F. Report malfunctioning plumbing and electrical fixtures and other building maintenance issues to the appropriate school staff for submission of a work order using the School Dude work order system.
- G. Assist in setting up furniture and cleaning for special events and breaking down after special events.
- H. Assist in receiving deliveries of storeroom materials.
- I. Know where all fuse boxes, breaker boxes, and light switches are located so circuits can be cut off immediately in the event of fire.
- J. Be familiar with all the emergency fire alarms in the building.
- K. Respond to emergencies as directed by the Principal.
- L. Make sure all areas of the building are properly stocked with supplies.
- M. Accept and carry out other on-campus school related duties assigned by the Principal.

#### 3.28. OTHER PROVISIONS

- A. No part of this contract will be sub-let to another contractor without the expressed written consent of Richland School District Two.
- B. The District will provide without cost to the contractor, lighting, heat, power, and hot and cold water within a reasonable extent required to permit the contractor to conduct efficient operations.
- C. The District shall provide adequate dumpsters at each site on a pick-up schedule that accommodates site operations.
- D. The District shall be responsible for providing adequate ice melt and replacement ceiling tile.
- E. The District shall provide storage space at each building under contract.
- F. The District shall provide the use of a telephone at each school for official business. This shall be at no expense to the contractor.

## 4. INFORMATION FOR OFFERORS TO SUBMIT

## 4.1. <u>Resulting Contract</u>

EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.

## 4.2. Void Submissions

Proposals, amendments, or a withdrawal request received after the time advertised for the solicitation opening/closing will be void regardless of when they were submitted.

#### 4.3. <u>Taxes</u>

All taxes, other than South Carolina sales tax, on any item that the school district may be required to pay must be shown separately and not included in the offer prices.

## 4.4. Prices Offered

Prices offered must be based upon payment in the thirty (30) days after delivery and acceptance. Discount for payment in less than thirty (30) days will not be considered in making award. Payment in connection with any discount offered will be computed from the time of acceptance.

## 4.5. Information for Offerors to Submit-General

Offeror shall submit all required information as provided for in this solicitation. Offeror should submit all other information and documents requested in this section and other sections of this RFP to include any appropriate attachments addressed.

- A. All offers must be submitted through the District's e-Procurement Portal.
- B. Proposals must be received by the Date and Time indicated in this solicitation. Late offers will be rejected.
- C. No more than one Offer may be submitted by any Offeror.
- D. The Offer must be submitted by an individual authorized to contractually bind the Offeror.
- E. The Offeror must certify that the price quoted for the services to be provided is valid for a period of sixty (60) days from the date of the Offer.
- F. The Offeror shall mark **"CONFIDENTIAL"** any proprietary information deemed confidential. (Not entire response)
- G. The Offeror must make a statement as to any litigation to which the Offeror has been a party in during the last three (3) years.

## 4.6. <u>Qualification of Offeror</u>

To be eligible for award of a contract, a prospective offeror must be responsible. In evaluating an offeror's responsibility, the District's standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that the Offeror is not eligible to receive an award.

## 4.7. Subcontractor Information

If the Offeror intends to subcontract with another business for any portion of the work and that portion exceeds 10% of the price, your offer must identify that subcontractor and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may evaluate your proposed subcontractors.

## 4.8. Other Qualifications

INSTRUCTIONS FOR ATTACHMENTS: (See Section 9 - Vendor Questionnaire to respond to Attachment information)

Attachment A (Custodial Staffing) - Complete Columns B thru J.

- Columns B and C record the numbers of full time and part time employees (including District employees) projected for the day shift at each facility
- Column D record the total daily hours projected for the day shift employees
- Columns E and F record the numbers of full time and part time employees (including District employees) projected for the evening shift at each facility
- Column G record the total daily hours projected for the evening shift employees.
- Column H record the total daily facility hours.
- Column I List the total annual hours for the facility
- Column J List the total number of employees for each facility (Sum of Columns B, C, E and F)

Attachment B (Facility Staffing Timeline) - Complete a sheet for each facility.

- A sheet has been created for each facility, tabbed along the bottom of the electronic copy provided to you.
- Using the example as a guide, indicate with blue highlighted blocks, the times each employee will be assigned to work and indicate projected breaks of 30 minutes or more in red.
- Designate day shift lead custodians, evening shift lead custodians, and floor techs.

Attachment C (Supply Budget Projections) - Complete Column B.

• List the projected amount of supply budget projected for each facility.

Attachment D (Proposed Supply List) - Complete Columns A thru D for each category of supply.

Additional categories of supply may be added if additional supplies are used to fulfill the contract.

- Column A List the product name. Example Toilet paper.
- Column B List the manufacturer of the product.
- Column C List the manufacturer's name for the product (trade name).
- Column D List the manufacturer's specifications for the product. Provide detail to allow evaluation of the product.

Attachment E (Equipment List) - Complete Columns for items 1-20 as indicated.

Indicate the number of each type of equipment that will be assigned to each facility. Put the type of equipment and specifications (Manufacturer, model), on sheet Two. If additional types of equipment will be assigned to a facility, include that information on a separate sheet.

**Attachment F (Organizational Chart)** - Provide an organizational chart similar to the one shown on the Example Attachment. On separate sheets include resumes for the Company's senior management personnel through the proposed Manager for the account with Richland Two.

Attachment I (Cleaning Plans) - Provide details on how each category of cleaning task will be accomplished.

**Attachment J (Proposed Monthly Invoice)** – Provide the proposed invoice amount for each facility. (Amounts must be rounded to the nearest whole dollar.

Attachment M (Site Visit Record) - Secure the printed name of the site representative and add the date of the visit. NOTE: Site visits, although recommended, are not required.

**Training Plan** - Describe training plans. List subject and frequency of instruction.

**Employee Compensation and Benefits** – Provide wage scales for each type position listed on <u>Enclosure</u> <u>10: Minimum Pay Rates</u> to the RFP as minimums. Describe how employees earn pay raises. Describe the benefits available to each category of employee.

Describe any incentive or bonus program and how employees earn bonuses/incentives/awards

**Company Experience** - Provide a list of schools where you have current or previous contract experience. Also include experience with custodial contracts with similar square footage.

For each entry, provide name of school district or firm where work was completed, duration of the contract, approximate square footage included in the contract and number of employees used to service the contract. Include the contract administrator's name, phone and email address.

**References** - Minimum of 5 references required. Provide a list of references that can provide information concerning your work performance in Custodial contracting. References must include any

school district you have provided contract custodial services. If the number of Districts exceeds ten, provide the ten districts closest to Columbia, SC. At least one reference must be a school district.

## 4.9. <u>Item Guarantee</u>

All services, materials, supplies, or equipment offered must be guaranteed to meet the requirements of the specification indicated, given, or referred to. In order to define requirements for quality and function of manufactured products, the specifications are based upon products of manufacturers as listed. Unless otherwise indicated, alternate or substitute items for offer are acceptable, but must be of equal quality and/or aesthetic value to what is specified.

## 5. AWARD CRITERIA

#### 5.1. Overview

Award(s) will be made to the responsible Offeror who submits a responsive offer which is most advantageous to the school district and meets district standards. Award(s) will be posted on the District's e-Procurement Portal, ProcureNow and will be electronically distributed to all those following the project. Offerors will be notified of awarded offer.

## 5.2. Identical Offers

In the event that identical offers are received, the solicitation shall be awarded in a method determined by officials of Richland School District Two. All involved parties shall be invited to witness the procedure.

## 5.3. Compliance

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that the Offeror is authorized and/or licensed to do business in this state, by submission of this signed offer, the Offeror agrees to subject itself to the jurisdiction and process of the courts of South Carolina as to all matters, and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State. The contract shall be construed in accordance with the laws of the State of South Carolina. The School District may seek attorney's fees and Offeror agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Offeror.

## 5.4. Basis of Award

Richland School District Two intends to award a contract resulting from this Solicitation (Request for Proposal) to the responsive and responsible offeror whose offer is determined to be the most advantageous to the District, taking into consideration evaluation factors set forth herein. However, the right is respectfully reserved to reject any and all offers and to request additional information from Offeror. The District shall be the sole judge of whether or not an offer meets the requirements of this solicitation.

All offers shall be reviewed and evaluated by a selection committee and shall be based upon the <u>Evaluation Criteria</u> provided for in this solicitation in the order of their relative importance.

## 5.5. Presentations/Interviews

Proposers may be asked to make presentations to the District Selection Committee on the merits of their proposals during the evaluation process. Proposers will be contacted to schedule presentations. Presentations will be limited to 45 minutes with an additional 15 minutes for questions.

The primary purpose of the presentations/interviews shall be to provide further information as may be required by the District Selection Committee to fully acquaint itself with the relative qualifications of the short-listed firms with regard to the project and the District's needs. Elaborate presentations are

discouraged; the District prefers an interactive discussion of essential issues and to hear the proposer's responses to interview questions. Interviews shall be held in-person at the Richland Two Support Service Center (SSC). Any cost(s) associated with the interview process shall be absorbed by the Firm.

# 6. EVALUATION CRITERIA

During the review process, the District shall have the right to request from offerors any other information or evidence it deems necessary for evaluation of their offer and relevant to any one or more of the aforementioned evaluation factors. The failure of any offeror to promptly provide such requested information shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the offer. During this review process, the District may also request a presentation from each prospective offeror before final decision is made.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cost Proposal	Points Based	25 (25% of Total)
2.	Custodial Staffing	Points Based	25 (25% of Total)
3.	Cleaning Plans for Daily, Monthly, Semi- Annual and Annual Cleaning Tasks	Points Based	20 (20% of Total)
4.	Employee Compensation and Benefits	Points Based	20 (20% of Total)
5.	Experience with School Operations	Points Based	5 (5% of Total)
6.	Small, Woman, or Minority Owned Business	Points Based	5 (5% of Total)

# 7. TERMS AND CONDITIONS

## 7.1. District Rights

The school district reserves the right to reject any offer that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other offers if such action would be in the best interest of the school district. Ambiguous offers which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded. The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the project or service is intended.

The school district reserves the right to waive any instruction, condition, or minor specification when considered to be in the best interest of the school district. The District reserves the right to reject any and all proposals upon evidence of fraud or collusion. The District further reserves the right to reject proposals for any other reason. The District reserves the right to waive any informality or irregularity.

## 7.2. Offeror Ability

Offerors must, upon request of the school district, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Officials of Richland School District Two may make such investigations as deemed necessary to determine the ability of the Offeror to perform such work. The school district reserves the right to make the final determination as to the Offeror's ability to provide the products or services requested herein and to reject any Offeror if evidence fails to indicate that the Offeror is qualified to carry out the requirements of the solicitation document.

## 7.3. Solicitation Conditions

Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve the Offeror of any obligation with respect to this solicitation or to the contract.

## 7.4. Applicable Laws

All applicable laws, regulations, ordinances, etc. shall be deemed to be part of these specifications, and the specifications shall be read and enforced as though they were included.

## 7.5. Indemnification

To the extent permitted under South Carolina law, each party agrees to indemnify and save harmless the other party from claims, suits, actions, damages, and costs of every name and description, to the extent arising out of or resulting from the negligent performance of this contract. Neither party will be liable to the other party or its representatives for special, indirect or consequential damages, including lost profits, whether or not foreseeable, or punitive damages. The successful Offeror shall indemnify and save harmless Richland School District Two and all its agents and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright.

## 7.6. Federal/State Requirements

The successful Offeror will comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or disability.

## 7.7. Assignment

No contract may be assigned, sublet, or transferred without the written consent of the school district.

## 7.8. <u>Default</u>

In case of default of the Offeror, the school district reserves the right to purchase any or all items or services in default in the open market, charging the Offeror with any excessive cost. Should such charge be assessed, no subsequent bids of the defaulting Offeror will be considered until the assessed charge has been satisfied.

## 7.9. Cancellation - Funding

Any contract entered into by the school district resulting from this solicitation shall be subject to cancellation at the end of any fiscal or appropriated year if sufficient funds have not been appropriated for continuation of the contract.

## 7.10. Proposal Protest Period

Any actual or prospective offeror, or offeror who is aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Senior Chief of Finance & Operations, Dr. Harry W. Miley, 124 Risdon Way, DO @ R2i2-3rd Fl., Columbia, SC 29223 setting forth the grounds and facts applicable thereto for the protest within fifteen (15) days of the issuance of the Solicitation. A protest must be filed ten (10) days of the date of notification of award or the posting of the Award or the Intent to Award, whichever is applicable. The filing of a protest shall not stay the solicitation or award of a contract unless fraudulent (Richland School District Two Procurement Policy 6-201(1)).

## 7.11. Procurement Process

This RFP is not a bid. In the event the School District elects to negotiate a contract with the successful Offeror, any contract shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The School District reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the School District.

## 7.12. Payment for Goods and Services

Payment for goods and services received by the District shall be processed in accordance with the District Policy. A purchase order will be issued and must be referenced on all invoices presented for

payment. Payment shall be Net 30. The District Accounts Payable staff processes checks on the 10th and 25th of each month. All invoices must be received at least one week prior to the check processing date.

## 7.13. Purchase Orders

OFFEROR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE DISTRICT. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order or use of a Purchasing Card. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. No other particular form is required.

## 7.14. Fixed Pricing Required

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

## 7.15. Non-Indemnification

Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

## 7.16. Payment & Interest

Unless otherwise provided in this Solicitation, the District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address provided. The District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

## 7.17. Termination

Subject to the conditions below, the District, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason.

- **NON-APPROPRIATED FUNDS**: Any contract entered into by the District resulting from this proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- **FOR CONVENIENCE**: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

- **FOR CAUSE**: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived.
- **DEFAULT**: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible proposer until the assessed charge has been satisfied.

## 7.18. <u>Term of Contract – Effective Date / Initial Contract Period</u>

The initial term of this agreement is as stated in the Maximum Contract Period clause. The initial contract period shall be from July 1, 2022 through June 30, 2023 with the school district's option of yearly extensions for a total not to exceed five years (60 months). This contract expires no later than the last date stated in the Maximum Contract Period. Prices submitted in response to this solicitation shall remain firm during the initial term of the contract.

## 7.19. Term of Contract - Option to Renew

At the end of the initial term, yearly extensions may be granted based upon mutual agreement and satisfactory performance by the contractor. Contractor may apply for increases in contract price annually, no later than the 15th of January of each year for the following year. Price increase shall not exceed the increase provided to Richland Two by the South Carolina Revenues and Fiscal Affairs Office.

The District reserves the right to extend the contract for a period not to exceed up to <u>four (4)</u> additional one-year periods upon mutual agreement of the District and the Offeror, and provided prices remain the same for any extended one-year period(s). If no extension is agreed upon, this contract expires no later than the last date indicated in the Maximum Contract Period clause.

## 7.20. Term of Contract - Termination by Contractor

Contractor may terminate this contract at the end of the initial term, or at the end of any renewal term, by providing the Procurement Director written notice of its election to terminate under this clause at least (90) days prior to the expiration date of the then current term.

## 7.21. Warranty - Standard

Contractor must provide the manufacturer's standard written warranty upon delivery of product or service. Contractor warrants that manufacturer will honor the standard written warranty provided.

## 7.22. Background Checks

The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Offeror shall obtain a complete South Carolina statewide criminal background investigation and a National Sex Offender Registry check for all individuals and employees performing work or services for Offeror or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the offeror. The District reserves the right to

request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

## 7.23. Experience and Reference Check

The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a bona fide inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

# 8. PRICING PROPOSAL

#### **PROPOSAL FORM**

The Proposer agrees that, in case of failure on their part to execute the said contract within the ten (10) consecutive calendar days after the award of the contract, the certified check or security bond accompanying this proposal, and the monies payable thereon, shall be paid into the funds of Richland School District Two as liquidated damage for such failure; otherwise, the certified check or bond accompanying this proposal shall be returned to the undersigned. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal. I understand the Request for Proposal (RFP) along with the submitted proposal becomes a Contract upon award. Where there is conflict, the RFP takes precedent. The undersigned, as Proposer, agrees, to pay all required fees, taxes and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation, and labor to satisfy the District's Custodial Service requirements.

Line Item	Description	Unit of Measure	Unit Cost
1.	Total Monthly Cost for Custodial Services (documented on Attachment J: Proposed Monthly Invoice)	Per Month	
2.	Hourly Labor Rate for Custodial Work Orders (Including Supplies) (per custodian)	Per Hour	
3.	Hourly Labor Rate for Custodial Work Orders (No Supplies) (per custodian)	Per Hour	
4.	Monthly Cost to add a Full Time Custodian	Per Month	

#### PORTABLE CLEANING

Changes to the portable inventory are likely in the next 12 months. Indicate the reduction (or addition) in monthly cost for each type portable if removed (added) from use. If reductions (additions) are site specific, document costs for each site as an attachment.

Line Item	Description	Unit of Measure	Unit Cost
1	Single No Restroom	Each	
2	Single with Restroom	Each	
3	Double No Restroom	Each	

Line Item	Description	Unit of Measure	Unit Cost
4	Double with Restroom	Each	

## 9. VENDOR QUESTIONNAIRE

### 9.1. <u>Authorized Person(s)\*</u>

Please provide the following information for each person(s) authorized to submit a response on behalf of your organization:

Name Title Phone Number Email Address

\*Response required

### 9.2. Instructions Regarding Offeror's Name\*

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror as provided with this solicitiaton. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

□ Please confirm

\*Response required

### 9.3. Offeror's Type of Entity\*

Please select the Type of Entity.

□ Sole Proprietorship

□ Partnership

□ Corporation (Tax Exempt)

□ Corporation (Not Tax Exempt)

□ Other

\*Response required

### 9.4. South Carolina Minority Vendor (if not a SC vendor click "Not Applicable").\*

Indicate if you are a South Carolina Minority-Owned / Woman-Owned Business. Check the appropriate box below.

□ Traditional Minority

□ Traditional Minority Female

□ Woman Caucasian Female

□ Native American, Asian

□ Other Minority

□ Not Applicable

\*Response required

9.5. Official Business Address (as shown on W9)\*

Provide address to which all Procurement and Contract related notices should be sent.

\*Response required

### 9.6. <u>Remit To Address (only if different from Official Address)\*</u>

Provide address to which payment shall be sent.

If address is the "Same" as the Official Business Address - "Enter "SAME".

\*Response required

### 9.7. <u>Resulting Contract\*</u>

EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.

□ Please confirm

\*Response required

### 9.8. Pricing\*

The Offeror must certify that the price quoted for the services to be provided is valid for a period of sixty (60) days from the date of the Offer.

□ Please confirm

\*Response required

### 9.9. Qualification of Offerors\*

To be considered responsible, responsive and eligible to negotiate and enter into a contract, if any, the Offeror shall, at a minimum, meet the qualifications as provided for in this solicitation document.

□ Please confirm

\*Response required

### 9.10. Subcontractor Information\*

If the portion of work exceeds 10% to be completed by a subcontractor, please identify those subcontractors and the portion of work which they are to perform. Please include the following

additional information to the above: Business Name Address Phone Number Taxpayer Identification Number Point of Contact

If you will not be using any subcontractors or the work is limited to under 10% of the overall work, please type "N/A".

\*Response required

### 9.11. Offeror Acknowledgment\*

By submitting a response to this solicitation, the Offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, materials, supplies, or equipment, and is in all respect fair and without collusion and fraud. The Offeror agrees to abide by all conditions of this proposal and certify that they are authorized to sign this proposal for the Offeror.

If accepted and awarded, this Offer shall serve as the Official Contract between the Offeror and Richland School District Two. A Purchase Order issued by Richland Two shall constitute the initial start of this Offer/Contract.

□ Please confirm

\*Response required

### 9.12. Litigation\*

The Offeror must make a statement as to any litigation to which the Offeror has been a party in during the last three (3) years. If there has been no litigation, please type "N/A".

\*Response required

### 9.13. Disbarment or Suspension\*

Please indicate if your Company has ever been disbarred or suspended from conducting business in South Carolina by any federal, state, or local agency or SC school district.

 $\Box$  Yes

🗆 No

\*Response required

### 9.14. Proof of Insurance\*

Please provide your organizations Proof of All Insurance (General Liability and Workers' Compensation) as specified in Section 3.15 - Insurance Requirements in the Scope of Work.

\*Response required

### 9.15. <u>References \*</u>

Minimum of 5 references required.

Provide a list of references that can provide information concerning your work performance in custodial contracting.

References must include any school district you have provided contract custodial services. If the number of Districts exceeds ten, provide the ten districts closest to Columbia, SC.

\*Response required

9.16. Attachment A: Custodial Staffing\*

Complete Columns B thru J.

\*Response required

9.17. Attachment B: Facility Staffing Timeline\*

Complete a sheet for each facility and upload here.

\*Response required

9.18. Attachment C: Supply Budget Projections \*

Complete Column B.

\*Response required

#### 9.19. Attachment D: Proposed Supply List \*

Complete Columns A thru D for each category of Supply and upload here.

\*Response required

9.20. Attachment E: Equipment List \*

Complete Columns for items 1-20 as indicated and upload here.

\*Response required

### 9.21. Attachment F: Organizational Chart & Resumes\*

Provide an organizational chart similar to the one shown on <u>Attachment F: Organizational Chart</u>. Also include resumes for the company's senior management personnel through the proposed manager for the account with Richland School District Two.

\*Response required

### 9.22. Attachment I: Cleaning Plans \*

Provide details on how each category of cleaning task will be accomplished.

\*Response required

### 9.23. Attachment J: Proposed Monthly Invoice \*

Provide the proposed invoice amount for each facility. (Amounts must be rounded to the nearest whole dollar.)

\*Response required

### 9.24. Attachment M: Site Visit Record

Secure the printed name of the site representative and add the date of the visit. **NOTE: Site visits, although recommended, are not required.** 

### 9.25. Company Experience (on Company Letterhead)\*

Provide a list of schools where you have current or previous contract experience.

Also include experience with custodial contracts with similar square footage.

For each entry, provide name of school district or firm where work was completed, duration of the contract, approximate square footage included in the contract and number of employees used to service the contract. Include the contract administrator's name, phone and email address.

\*Response required

## 9.26. Training Plan (on Company Letterhead)\*

Describe the method of training and frequency of training for the following:

- Job skill tasks and proper use and storage of equipment and proper use, storage, and disposal of used cleaning and waxing materials.
- Safety, injury prevention, and OSHA requirements
- Protection from Bloodborne Pathogens
- Prevention of Sexual Harassment and expectations for proper conduct
- FERPA guidelines
- Other contractor determined topics

Include plans for start-up training, use of mobile training teams/personnel.

\*Response required

### 9.27. Employee Compensation and Benefits (on Company Letterhead)\*

Provide wage scales for each type position with <u>Enclosure 10: Minimum Pay Rates</u> to the Request For Proposal (RFP) as minimums.

Provide information concerning employee compensation.

Provide information on the benefits available to full-time employees and part-time employees.

Provide information on employee awards, bonuses, and incentives and how employees earn awards, bonuses, and incentives.

\*Response required

## 9.28. Additional Company Information

Any information not covered in the items listed above.