



**Custodial Services, Grounds Services, and Maintenance Services
RFP #: 001-04-2018**

**PRE-BID CONFERENCE SCHEDULE
April 23, 2018 10:00a.m.**

The Price Proposal:

The Proposer shall submit its price on a yearly basis. Proposer shall hold the prices shown in the proposal for at least ninety (90) days after the submission deadline. The successful Proposer shall guarantee the proposed pricing, unconditionally, for the duration of the Initial Term of three (3) years.

The Interviews:

JCSD may, but is not required to, hold interviews with respondents whose technical proposals receive an initial passing score. The interviews are for the purpose of assuring understanding of the responses and finalizing JCSD scoring of the technical proposals. JCSD will determine the format of the interviews in its sole discretion.

Schedule:

The anticipated procurement schedule is listed below:

Task	Date
Release RFP	April 23, 2018
Pre-Bid Conference*	May 03, 2018 (10:00 AM) ½ day
Site Visits*	May 03, 2018 (12:30 PM)
Deadline for Questions	May 11, 2018
Post Response to Questions On-line	May 18, 2018
Proposal Due Date	May 23, 2018 (<i>Wednesday</i>)
Submittal Opening	May 24, 2018 (<i>10:00 a.m.</i>)
Submittal Review Completion	June 01, 2018
Interviews (If necessary)	June 11, 2018 (Board Meeting)
Intent to Award Notice	June 12, 2018
Start of Contract	July 01, 2018

*** NOTE:** Proposer attendance at both the Pre-Proposal Conference and the Site Visits is MANDATORY. **The District is not required to post or repeat the information available to attendees of both the Pre-Proposal Conference and/or the Site Visits.**

Five (5) signed copies and one (1) original of the proposal shall be submitted by May 23, 2018 at 4:00 p.m. or if mailed postmarked by 11:59pm on May 22, 2018 to:

ATTN: RFP #001-04-2018 PROPOSALS
Jasper County School District
10942 North Jacob Smart Blvd.
Ridgeland, SC 29936
843-489-8892 ext. 2999

Be advised delivery service varies in the area. For this reason, Proposers are encouraged to take additional measures to ensure the proposal is delivered by the specified time.

**SCHOOL DISTRICT OF JASPER COUNTY, SOUTH
CAROLINA**

**Request for Proposals
Custodial Services, Grounds-Keeping Services,
and Maintenance Services**

RFP # 001-04-2018

Issue date: April 23, 2018

PROJECT DESCRIPTION

Jasper County School District (JCSD) invites all interested firms to submit qualified proposals in response to this Request for Proposals, which is being issued pursuant to the rules and procedures of the Jasper County School District Procurement Code. This RFP documents the requirements for the procurement of a comprehensive program. The JCSD seeks a single provider for a comprehensive sourcing of these services.

EMPLOYEE RETENTION REQUIREMENTS:

The following applies to current (as of the effective date of award) JCSD employees meeting all the following criteria:

- (1) good standing in the employment position with JCSD as of the date of award,
- (2) has no less than ten (10) years of employment for JCSD, and
- (3) employee's JCSD position will be eliminated as a result of the award.

These JCSD employees, unless legally ineligible, manifestly unfit for duty, or ineligible for employment under contractor's established bona fide standards and practices, must be offered first refusal rights for positions of employment with similar or corresponding job duties with the contractor to whom award is made. In case fewer positions are created than eliminated by this award, the contractor may elect which employee(s) to retain immediately, and any other affected employee shall remain eligible for this priority consideration for openings occurring within ninety (90) days of award.

JCSD has approximately 2,900 students enrolled with about 2% growth annually. The District has 1 Alternative Learning Centers, 2 Elementary Schools, 1 Consolidated Middle School and 1 Consolidated High School; one district office and ancillary offices located throughout the county.

TECHNICAL AND PRICE PROPOSALS

This RFP is a two-part process: a Technical Proposal and a Price Proposal. As described below, the two parts are to be submitted at the same time, but in separate envelopes.

TAKE ADVANTAGE OF THE OPPORTUNITY TO SUBMIT QUESTIONS ABOUT THE REQUIREMENTS OF THE RFP. Questions will be answered by addenda to the RFP posted on the JCSD web page. Respondents are responsible for following the web page to obtain these addenda.

The technical proposals will be evaluated first. During the technical evaluation, the evaluation committee members shall consider and score the responsibility of the Proposer based on the information requested by the District and provided by the Proposer, including, but not limited to credentials and experience of the Proposer and the key staff who will administer the services (including any sub-contractors), financial stability and record, size of the firm and other such information. A technical proposal must receive at least 80 points to be considered minimally qualified. Any proposer deemed non-responsive or unqualified, as a result of these evaluations,

will be eliminated from further consideration. Any proposer deemed qualified and responsive, as a result of the technical evaluations, will then have his/her pricing proposal opened and evaluated. Interviews and clarifications may be used to assure understanding of proposals and to obtain necessary information for evaluation purposes. Ultimately, the most advantageous offer from among the qualified Offerors will be recommended for consideration of an award. The final determination on whether to award any contract resides with the Jasper County School District Board of Education.

Each proposal set (technical and cost) shall be complete and submitted in the format requested in the following section, in order to facilitate timely evaluation of all of the proposals. Each Proposer shall submit one (1) original and five (5) copies of both the technical proposal and the cost proposal. Each technical proposal shall be bound, sealed in an envelope or container, and marked as noted. Each cost proposal shall be sealed in a separate envelope.

The Technical Proposal:

Carefully review the general requirements of the RFP and the requirements of each Scope of Work. Provide your company's professional qualifications, acknowledgement of requirements, appropriate examples and references, and other information relevant to the demonstration of your technical experience and capability to provide the requested services. **Evaluation Criteria are stated in § 1.6.4 on page 8.**

Other than the "Specific Mandatory Elements" listed below, a strict format is not being prescribed, but the JCSD discourages the submittal of excessive "stock" advertising materials, in favor of a neat, clean, easy-to-follow format. Proposals should be standard size, and capable of flat stacking. Extraneous enclosures (e.g., DVD discs, glossy pamphlets) and references to non-included web pages or other materials, are discouraged and the District is not responsible for reviewing them. The first indicator of the type of service JCSD can expect from a Proposer should be the efficiency, economy and professionalism of the Proposal itself.

Specific Mandatory Elements:

1. Acknowledge and accept the Scope of Work documents affixed to this RFP.
2. Acknowledge and accept the "Employee Retention Requirements" stated above.
3. Specify all management and operational positions required for performance of the agreement. Indicate whether on-site or remote, and whether the position is to be full-time or otherwise dedicated to performance of the agreement. Provide an Organizational Chart for performance of the entire Proposal. Include thorough job descriptions for each position.
4. Specifically identify a single point of contact for the proposing entity for purposes of its response, with direct postal mailing, e-mail, and telephone contact information.

The Price Proposal:

The Proposer shall submit its price on a yearly basis. Proposer shall hold the prices shown in the proposal for at least ninety (90) days after the submission deadline. The successful Proposer shall guarantee the proposed pricing, unconditionally, for the duration of the Initial Term of three (3) years.

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<p>ATTN: RFP #001-04-2018 PROPOSALS Jasper County School District 10942 North Jacob Smart Blvd. Ridgeland, SC 29936 843-489-8892 ext. 2999</p>
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IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann. §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://procurement.sc.gov/iran-divestment/>. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	<i>(Not used)</i>

SECTION 1

1.0 GENERAL INFORMATION

The purpose of this RFP is to solicit the services of one vendor to provide the full array of services to the schools/facilities of the Jasper County School District. The JCSD reserves the right to purchase any service program via State Contract and/or any other sources without limitation.

1.1 CONTRACT TERM

Jasper County School District intends to award a three (3) year contract with a term running from July 1, 2018 through and including June 30, 2021, with the option to renew annually thereafter, not to exceed ten (10) years.

1.2 DEFINITIONS

1.2.1 The term "Proposer" refers to those parties who are submitting proposals for the work set forth in this document. The term "Contractor" refers to the successful Proposer(s).

1.2.2 The terms "District" and "JCSD" refer to Jasper County School District or its designated agent.

1.2.3 Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

1.2.4 Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Proposers who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

1.2.5 The "Contract Manager" is the JCSD Chief of Operations or a designee identified by the Chief of Staff.

1.3 NOTES ON SCHEDULED EVENTS

1.3.1 A Pre-Proposal conference will be held at 10:00 a.m. at the District Office located at 10942 North Jacob Smart Blvd., Ridgeland, SC, 29936, on May 03, 2018. Mandatory attendance at the Pre-Proposal Conference is an element of the "Responsiveness" scoring of each Technical Proposal.

1.3.2 Site Visits. Site visits have been scheduled for May 03, 2018, beginning at 12:30 p.m. from the District Office. Mandatory attendance at the Site Visits will be considered part of the "Responsiveness" scoring of the Technical Proposal. Transportation will be provided for all. There will be no principal interviews and no contact with the principals except as may occur during the Site Visits. Any violations of this procedure will result in loss of points under the "Responsiveness" criteria for the Technical Proposal. All communications are to be with the JCSD personnel directly involved with the site visits. This is the only scheduled site visit. Please be prompt for boarding the transportation at the assigned departure time.

1.4 INQUIRIES

1.4.1 During the qualifying proposal interval, Proposers shall contact Mr. Darryl Owens, Chief of Operations, for clarification and questions regarding the RFP at **darryl.owens@jcsd.net**. Responses or clarifications will be provided in written form posted on the JCSD web site.

1.5 ADDENDA TO THIS RFP

1.5.1 At the discretion of JCSD, if it becomes necessary to revise or clarify any part of this RFP, an addendum will be posted electronically. JCSD does not undertake to register potential Proposers for direct communication, prior to the receipt of proposals. It is each Proposer's responsibility to check the RFP web site periodically to determine if any addenda have been issued. Any addendum issued by JCSD shall become a formal part of this Request for Proposals.

1.6 PROPOSAL EVALUATION

1.6.1 Proposals submitted may be reviewed and evaluated by any person at District's discretion, including non-allied and independent consultants retained by District now or in the future.

1.6.2 In submitting a proposal, the Proposer understands that JCSD will determine at its discretion which proposal, if any, is accepted. The Proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.

1.6.3 In support of their proposals, Proposers may be required to make an oral presentation.

1.6.4 Evaluation of proposals for the technical process will be based on the following weighted criteria:

1.6.4.1 Contractor's Management Qualifications. Management and staff capabilities and expertise to perform the Scope of Work requested by this RFP. (30%)

1.6.4.2 Proposing Organization References/History. Proposer's past contract management experience and references on similar projects, including both the Proposer and the individual personnel listed by the Proposer. Proposer must include at least five (5) references, with client company's name, name of contact person, and correct daytime telephone number. (30%)

1.6.4.3 Capital Equipment and Maintenance. Include inventory and replacement value of equipment to be used, and describe program to maintain and replace equipment. (30%)

1.6.4.4 Attendance at the Pre-Proposal Conference and the Site Visits. (10%)

1.6.5 Price Proposal. The annual cost to the District of the program proposed is worth 50 points. Because pricing structures, discounts, quality options, and many other factors may vary in ascertaining the cost of the scope of work requested, the Price Proposal scores may not necessarily be scored in direct mathematical proportion to any stated value.

1.6.6 The Selection Committee shall rank the firms whose Price Proposals are received, on the basis of their combined scores on the scoring of the Technical Proposal (maximum 100 points) and the Price Proposal (maximum 50 points). The highest-ranked firm will, with Board approval, be provided the initial opportunity to negotiate a mutually agreeable contract with the District in accordance with the parameters of this RFP and the proposer's Proposal including its Price Proposal. Recognizing that the proposers have expertise in the development of a program of services that may be beneficial to developing an actual contractual scope of work for the District upon entering into negotiations, it is understood that the parties may negotiate as to such matters

in creating a recommended contract consistent with the general scope of the solicitation to be presented for Board of Education approval.

1.7 PROPOSAL WARRANTY

The Proposer shall represent and warrant that the requirements are fully understood in all matters affecting the performance of the services and furnishing the labor, supplies, material and equipment required to provide these services; that the proposal has been checked for errors and omissions; that the prices stated are correct and as intended; and that costs stated are a complete and correct statement of prices for performing the work or furnishing the labor, supplies, materials, and equipment in accordance with the contract documents.

1.8 ACCEPTANCE OR REJECTION OF PROPOSALS

1.8.1 The District reserves the right to reject any or all proposals when such rejection is in the best interest of the District; to reject the proposal of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the proposal of a Proposer who, in the opinion of the District, is not in a position to perform adequately the contract requirements.

1.8.2 It is understood and agreed that JCSD reserves the right to increase or decrease areas of responsibility or modify conditions and specifications by mutual agreement with the selected contractor(s), both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.

1.9 PROPOSAL TERM

The proposal shall be binding upon the Proposer in all respects for a period of 90 days from the proposal due date or as otherwise mutually extended in writing by both District and Contractor.

1.10 ADDITIONAL TERMS & CONDITIONS

1.10.1 Additional terms and conditions not otherwise dictated by this RFP will be negotiated prior to contract award.

1.10.2 Sections of the RFP, including the specifications and the completed proposal document with required attachments, will become part of the contract documents. Proposers should, therefore, exercise the utmost care in completion of the proposal document and other submissions.

1.10.3 If the Proposer fails to object to any condition of the RFP, it shall mean that the Proposer agrees with and will comply with the conditions set forth herein.

1.11 HOLD HARMLESS

In submitting a proposal, the Proposer understands and agrees that District will determine at its discretion which proposal(s), if any, is/are accepted. The Proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.

1.12 PROTEST RIGHTS

Any prospective offeror who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual offeror who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

1.13 STANDARD OF PERFORMANCE

Contractor must begin and complete the performance of the work required under the contract with all due diligence and must exercise the highest degree of professional skill, confidentiality, and competence in the performance of the services described therein. Contractor's failure to perform specific duties under the terms of the contract or repeated unsatisfactory performance will result in Performance-based Demerits as outlined in the contract.

1.14 CONTRACT TERMINATION/CANCELLATION

(a) Termination for Convenience: In the event that a contract(s) with the Contractor is terminated for the convenience of the District, the District will provide sixty (60) days advance written notice. The District may elect to remove Contractor for the District's premises at any time during the notice period by making commitment to pay Contractor its normal pro rata daily contract rate for the balance of the notice period. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

(b) Termination for Cause: JCSD may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the JCSD shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the JCSD for any and all rights and remedies provided by law. If it is determined that JCSD improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(c) Natural Termination at end of Term. Absent mutual agreement to extend the Term, the contract will end automatically at the conclusion of the Term. No termination expenses are due for termination due to reaching the conclusion of the agreed Term, nor may any claim, damages, or other cause of action be brought on the basis of either party to elect not to agree to extend the Term. Nothing in this solicitation or any award hereunder, nor in any statement of any party that is not reduced to an amendment to the contract, shall imply any right to renewal or any presumption that the Term will ever be extended in any circumstances.

(d) Nonappropriation. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred,

nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

1.15 FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes affecting employers other than the Contractor and its affiliates (but not strikes of the employees of the Contractor or its affiliates), freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

1.16 CONFIDENTIALITY and SUBMITTING CONFIDENTIAL INFORMATION:

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the JCSD may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding

instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

1.17 CLARIFICATIONS

A Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

1.18 CERTIFICATION REGARDING DEBARMENT AND RESPONSIBILITY MATTERS

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

1.19 DRUG FREE WORK PLACE CERTIFICATION

By submitting an Offer, Contractor 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.

1.20 DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the JCSD's attention.

1.21 ETHICS ACT

By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

1.22 CHOICE-OF-LAW

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. Exclusive venue for any action arising from this solicitation or from the performance of the contract by either party shall be in the South Carolina Circuit Court for Jasper County or, where federal jurisdiction exists and is properly invoked under law, in the division of the Federal District Court wherein Jasper County is situated.

1.23 NON-INDEMNIFICATION

Any term or condition is void to the extent it requires the JCSD to indemnify anyone.

1.24 NOTICE

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

(B) Notice to contractor shall be to the address identified for such purposes by the Contractor in its Proposal, or as subsequently agreed. Notice to the JCSD shall be to its Chief Procurement Officer at the address to which the Proposal is delivered. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

1.25 SETOFF

JCSD shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the JCSD with regard to this contract, any other contract with JCSD.

1.26 WAIVER

JCSD does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract.

1.27 COMPLIANCE WITH LAWS

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

1.28 CONTRACTOR'S LIABILITY INSURANCE

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor’s Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor’s obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000
Products/Completed Operations \$1,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (Any one fire) \$ 50,000
Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000
OR
Bodily Injury & Property Damage (each) \$750,000

WORKER’S COMPENSATION:

State Statutory
Employers Liability \$100,000 Per Acc.
\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation.

(a) Prior to commencement of the work, contractor shall provide to a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name JCSD as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.

(b) Prior to commencement of the work, contractor shall provide a written endorsement to the contractor’s general liability insurance policy that (i) names JCSD as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the JCSD has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of JCSD as secondary and noncontributory.

(c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) JCSD's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

1.29 CONTRACTOR PERSONNEL

(A) The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

(B) Without the express written permission of JCSD following full disclosure and investigation of the relevant circumstances, no Contractor employee shall be engaged in duties at the District's properties prior to Contractor's receipt, no less than annually, of both (1) a report from the SLED-CATCH system showing no convictions or pending charges concerning any crime of moral turpitude or violence, and (2) a report showing the employee is not registered or required to be registered on the National Sex Offender Registry. The District retains, in its sole discretion and as a function of its public duties, the right to determine for itself what constitutes "moral turpitude or violence" for purposes of the District's school environment, and to reject and/or remove any proposed or actual Contractor employee on the basis of this determination.

(C) The contractor will be responsible for hiring and training all required employees necessary for this contract and shall comply with the Fair Labor Standards Act. The contractor or sub-contractor(s) of the contractor will not employ at less than the established federal and state minimum wage.

(D) Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. Work persons shall not engage in profanity, indecent acts, stealing, use of alcohol, or use of illegal drugs or possession of weapons on JCSD property.

(E) All employees shall be dressed in an appropriate manner authorized by the Contractor. Each employee shall be neat and clean in appearance. Uniforms and JCSD approved identification badges shall be worn which fully identify the worker as a member of the contractor's workforce.

1.30 CONTRACTOR'S OBLIGATION – GENERAL

The contractor shall provide and pay for all support vehicles, lawn mowers to include fuel and maintenance, materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

General Requirements: The general performance parameters and responsibilities stated in §§ 4-23 of the "Scope of Work" for Maintenance, shall apply to all aspects of the performance of the contract by the contractor, except as may be modified by subsequent agreement of the JCSD and the Contractor.

1.31 INDEMNIFICATION - THIRD PARTY CLAIMS

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the JCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. JCSD shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. JCSD shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon JCSD. JCSD shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. JCSD shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

1.32 LICENSES AND PERMITS

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

1.33 PRICE ADJUSTMENT

Prices shall not be increased during the initial term unless by addendum.

1.34 PRIVACY

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

1.35 ILLEGAL IMMIGRATION:

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the JCSD upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance

with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

1.36 ASBESTOS CONTAINING MATERIALS (ACM)

The building(s) covered by this contract may have asbestos-containing material (ACM). The requirements of this paragraph shall also apply to any other asbestos containing material discovered during the term of this contract. Any suspected ACM found during the course of this contract shall be immediately reported to the JCSD Chief of Operations. Any repair or removal of asbestos-containing material shall follow OSHA and EPA regulations.

Repairs Where ACM is Present

If the JCSD becomes aware or receives notice or other communication concerning the presence of hazardous levels of asbestos, or asbestos containing materials at its buildings, the JCSD will deliver to the Contractor within fifteen (15) days of receipt of such notice, a copy of the notice or communication received. The JCSD will, at its expense, promptly take all actions required to mitigate and abate the presence of asbestos or asbestos containing materials.

The Contractor is not responsible for asbestos removal or abatement work for the sole purpose of asbestos removal or abatement but, if a repair requires that ACM be removed to obtain access to the work, the Contractor shall remove the asbestos or arrange for its removal. The repair task shall be performed in two distinct phases: first, remove the asbestos in accordance with EPA and OSHA regulations and second, perform the original task. The repair task shall not be started until the interfering asbestos material has been properly removed.

ACM Removal Standards

The Contractor shall be responsible for the removal or abatement of all asbestos-containing materials, such as sediment dust, sprayed on applications or insulation, which are encountered, and are incidental to the performance of repairs of a particular piece of equipment (as part of the basic services portion of this contract). This removal or abatement shall include the acquisition of all required permits (and payment of fees), as well as all protective procedures, air and bulk sampling, isolating the work area(s), protective clothing, asbestos training and certification, record keeping etc. All asbestos materials removed during the course of the maintenance or repair work shall be disposed of in accordance with EPA regulations and shall be replaced with non-asbestos materials of equal insulating and fire retardant properties (i.e., pipe lagging).

ACM Removal Documentation

All asbestos removed shall be properly documented and records kept in a permanent file. Upon final expiration/termination of the contract, all records will be turned over to the District's Facilities Planning and Construction Officer.

Coordination and Reporting

The Contractor shall coordinate, in advance, all repair work in areas where ACM is present with all parties involved.

1.37 ADDITIONAL SERVICES

The JCSD and the Contractor may agree to Additional Services for work outside the normal scope of work. However, the Contractor shall not have the exclusive right to provide Additional Services, and the JCSD shall have the right to use competitive solicitations for Additional Services. Additional Services requested from Contractor by JCSD without a competitive solicitation are subject to JCSD's right to audit cost and pricing data to assure that cost is fair and reasonable under prevailing industry standards.

2.0 CUSTODIAL SCOPE OF WORK

This Scope of Work (SOW) defines the minimal acceptable performance by the Contractor in providing defined custodial services at all Jasper County School District buildings and sites that include stadiums/athletic field bleachers, concession areas, walkways, and related areas.

Basic Daily (Monday through Friday) Custodial Services to be provided.

- Vacuum clean the traffic patterns and litter on any carpets. Check for spots and stains and remove them with authorized cleaner. Clean up all spills.
- Dust mop smooth floors. Sweep rough wood/concrete floors
- Spot wet mop all floors, excluding carpeted and wood floors Monday through Thursday.
- Empty all waste receptacles, damp wipe soiled receptacles and clean with an authorized germicidal solution and air-dry. Replace plastic liners when necessary. Remove trash to collection point.
- Spot clean walls, ledges, doors, and ledges.
- Clean water fountains with authorized germicidal solution. Allow to air dry.
- Remove trash from fire extinguisher boxes and other areas.

Entrances, Lobbies, Hallways, Stairwells and all furniture in such areas.

- Interior entrance matting – maintain clean and dry matting.

Auditoriums, Classrooms, Conference rooms, Laboratories, Lounges, Media Centers, Offices, and Shop Areas.

- Empty pencil sharpeners into waste receptacles.
- Spot-clean glass in doors, partitions and on the interior side of windows to remove smudges.
- Spot-clean desktops.
- Clean sinks, replenish paper towels and soap.
- Clean and erase marker boards if not marked (Do Not Erase).
- Rearrange furniture to conform to the established pattern for each room.

Restrooms and Locker Rooms

- Completely police and sanitize all rest rooms each day after scheduled activities are completed.
- Clean plumbing fixtures, soap dispensers, partitions, mirrors, doors and receptacles with an authorized germicidal solution. Remove all graffiti. Allow to air dry.
- Report faulty plumbing to supervisor.
- Dust mop locker room floors.
- Wet mop restroom floors with authorized germicidal solution.
- Replenish paper towels, toilet paper and soap.

Cafeterias, and Lunchrooms, and Multi-purpose rooms.

- Spot clean, with dry cloth, or cloth with authorized cleaner, all walls, ledges and doors.
- Wet mop entire hard surface floors.
- Clean water fountains with authorized germicidal solutions.
- Clean tables and chairs of crumbs, spillage and trash then sanitize with an authorized cleaner after each lunch or other meal session.

Gymnasiums

- Spot clean walls, ledges and doors.
- Clean water fountains with authorized germicidal solution.
- Spot clean bleachers and under bleachers with a germicidal solution.

Outdoors – Entrances, Covered Walkways, Playgrounds, Building Foundations and Shrubbery areas, Lawns, Athletic Fields (Walkways and Restrooms)

- Sweep all entrance areas, covered walkways and sidewalks.
- Clean and maintain cleanliness of exterior entrance matting.
- Remove cobwebs from all entrance areas.
- Remove obvious debris from all parking lots, lawns and grounds surrounding each building.
- Empty outdoor waste receptacles, to include playgrounds . Replace plastic liners as necessary. Spot clean soiled receptacles with authorized germicidal solution.
- Clean stadiums and other athletic field areas to include bleachers. Clean restrooms in stadiums and other athletic fields (if available) before athletic and other school sponsored events (Same restroom specifications as 3.1.4). Remove all litter from area after school sponsored events.

Basic Weekly (Friday) Custodial Services to be provided

All Buildings

- Thoroughly vacuum carpeted areas, moving all furniture, if applicable, and rearranging as needed.
- High dust (6 ft. to 9 ft.) horizontal surfaces (ledges and shelves that have been cleared of school material, vents and cabinets).
- Low dust (floor to 6 ft.) horizontal surfaces.
- Check ceilings for cobwebs and remove.
- Dust ledges, vents and horizontal surfaces.

Entrances, Lobbies, Hallways, Stairwells and all furniture in such areas

- Thoroughly wet mop tile/terrazzo/rough wood and concrete floors with an authorized mild sanitizing solution.
- Burnish flooring.

Auditoriums, Classrooms, Conference rooms, Laboratories, Lounges, Media Centers, Offices, and Shop Areas. Thoroughly mop smooth flooring surfaces with a mild sanitizing solution.

Cafeterias, and Lunchrooms, and Multi-purpose rooms: Burnish flooring.

Gymnasiums: Thoroughly machine scrub/mop gym floor.

Outdoors – Entrances, Covered Walkways, Playgrounds, Building Foundation and Shrubbery areas, Lawns, Athletic Fields (Bleachers, Stadium areas, Concession Stands, Walkways and Restrooms): Thoroughly police entire school grounds area.

Custodial Project Cleaning

Twice Annually Excepting Cafeterias, Entrances, Lobbies, Hallways and Multi-Purpose Rooms:

All Buildings

- Shampoo carpet with authorized shampoo
- Finish floors with authorized floor finish
- Damp Wipe all furniture and all locker exteriors with authorized cleaner
- Clean all exterior windows with authorized cleaner
- Clean all interior windows with authorized cleaner
- Clean all interior skylights with authorized cleaner

Miscellaneous Custodial Responsibilities.

Building Security and Operating Systems Functionality for all JCSD Buildings

- Unlocking and locking every building, daily, for the start of scheduled building use and securing it after each building is cleared following the completion of scheduled functions. On occasion, the special purpose rooms and auditoriums may be rented to outside groups on weekends, holidays, and evenings for wedding receptions, parties, etc. JCSD and Contractor will jointly develop reasonable standard rates for extraordinary events.
- Check all operating systems in each building daily, including, but not limited to, hot water, heating, cooling, and ventilating to make certain that all are operating normally and that there is no water leak in the roof or water supply.
- Use periods that the schools are shut down or periods that students are not in attendance for special or annual cleanings.

Moving/Transporting – Including, but not limited to Furniture, Seating and other classroom items

- Move student and teacher desks, boxes, tables, books and any other item(s) that can be moved by one person using a dolly or by sliding. If lifting is required and the single item weighs or unit of items weigh more than 30 pounds, call the Maintenance Department to schedule the moving of that/those item(s).
- Make set ups of folding chairs or similar furniture for scheduled meetings and graduations.
- Assist in receiving and delivering school supplies, furniture and other items to destination locations in each building.

Building Maintenance Support

- Change light bulbs for lights in ceilings reachable by 8' ladders. If more than an 8' ladder is required, contact Maintenance.

- Change ceiling tile(s) for ceilings reachable by 8' ladders. If more than an 8' ladder is required, contact Maintenance.
- Make minor maintenance/repairs to include, but not limited to, installing pencil sharpeners, paper and soap dispensers and hanging pictures and small bulletin boards. Contractor will supply necessary tools and JCSD approved fasteners.
- Power Wash
 - All entrances to buildings
 - All mobile units (Portables) if applicable

Miscellaneous Cleaning

- Incidental graffiti removal from the interiors and exteriors of JCSD buildings (Daily).
- Cleanups after class scheduled activities are completed (Daily).
- After unexpected or seasonal events that are not normally expected such as, but not limited to, removal of snow or ice (As needed).

Supportive Relationships with Principals and JCSD Executives

- Scheduling work around scheduled evening classes
- Accommodating reasonable requests by Principals or JCSD executives.

Safety Hazards Reporting

- It is in the best interest of JCSD that all buildings are safe for occupancy. It is the responsibility of all Contractor personnel to promptly report all safety hazards to the Principal or JCSD executive in each building.

Additional Services may only be authorized by the Superintendent or designated Representative.

The specifications in this RFP will apply to any new facilities in JCSD that are added to the Contractor's responsibilities by contract addendum.

3.0 MAINTENANCE SCOPE OF WORK

1. SCOPE OF WORK

The Contractor shall provide all personnel, supervision, management and non-management support transportation and personal use safety equipment required to perform the facilities and equipment maintenance and support services required by this SOW. Office space, warehouse space, equipment, and maintenance supplies required to perform services will be furnished by the District as set forth in the SOW.

2. EMERGENCY OPERATIONS

The Contractor shall be required to operate the facilities covered by this contract during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, and the like. The Contractor and staff shall become thoroughly familiar with the occupancy emergency plans at each site. Participation in emergency plans shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The Contractor shall be responsible to support the emergency plans by performing specific actions as required by the District.

3. FACILITY OPERATIONS BASIC SERVICES

The basic services portion of this requirement is intended to encompass performance of all services to:

- Operate and maintain the facilities
- Perform all service calls and repairs issued by Work Order Requests
- Perform preventive maintenance and certification
- Provide the services to manage the work at each location
- Assist in project planning, proposal development activities, and cost estimating of all work as requested by the District for outsourcing work
- Maintain compliance with all local, state and federal requirements and applicable industry standards.

The Contractor shall provide all services to operate the facilities as described below.

3.1. Building Maintenance Plan

The Contractor shall update as called for below and successfully implement a Building Maintenance Plan for each facility at each site. The Contractor shall review these plans at least annually (within the first 30 days of each option period) and revise the plans as necessary. All revised plans shall be submitted to the CONTRACT MANAGER or designee prior to implementing a revised Building Maintenance Plan. The CONTRACT MANAGER will provide written acceptance or reject the plan within 30 days.

3.2 Instructions

Within thirty (30) days of the award of the contract, the Contractor shall develop specific written Standard Operating Procedures for Contractor personnel to implement the accepted Building Maintenance Plan. These instructions shall be used by Contractor personnel in daily performance

of work and shall be made available to the CONTRACT MANAGER and other District personnel upon request.

3.3 Equipment Checks

The Contractor shall perform periodic unscheduled and scheduled checks of the building equipment to verify the equipment is in good working order in accordance with District's authorized preventive maintenance schedule.

3.3.1. System Equipment Configuration, Set Points, and Operating Parameters

The Contractor shall make necessary changes to the established equipment configuration or the programming/operating sequence of control systems for fire alarm, HVAC, mechanical, or electrical systems in facilities. Any changes in such systems shall not interfere with the recommended manufacturers' specifications or warranty requirements so as to not impair or cause unnecessary wear and tear on equipment. Upon completion of any maintenance or repair work, the equipment and its components shall be clean and shall have no missing or damaged parts. The equipment shall operate within the equipment manufacturer's design criteria levels. Any major changes in operations should be brought to the attention of the CONTRACT MANAGER or designee.

3.3.2 Equipment Condition Report

The Contractor shall log in the work order system by description and date all equipment that is not fully operational, the action taken to remedy the situation and a proposed estimated time for the equipment to be returned to operational status.

3.4 Maintenance of Equipment Rooms and Contractor Spaces

The Contractor shall maintain building equipment, equipment machine rooms, shops, and office spaces in a manner that results in a neat and clean appearance as identified during the initial phase-in inspection. All areas shall be kept free of extraneous materials, swept, and dusted. Any Contractor damage to walls, ceilings, floors, pipes, ducts, or exteriors of equipment shall be repaired and the finish shall be returned to match the existing condition.

3.5 Painting and Corrosion Control

Painting included in the basic services portion of this contract is limited to, touching up interior and exterior structural surfaces including but not limited to walls, ceilings, doors, trim, windows, floors, hand railings, metal surfaces, installed building equipment, and surfaces disrupted during the performance of maintenance, including but not limited to mechanical equipment, piping and insulation, duct work, machine room walls, ceilings, and floors.

Additional painting may be ordered under additional services and may require interior coatings including all surfaces in the interior of a building, including ceilings, walls, partitions, doors and trim, windows, and floors. Painting may also include performing road and parking lot striping. All applications of paint shall match the existing paint and meet the paint standards established by the District.

3.6 Service Calls

The Contractor shall receive, respond to, complete, and document all service calls received by the District through the work order system.

3.6.1 Service Call Database

The Contractor shall maintain a Service Call database containing the following information:

- (1) Details of Customer request
- (2) Description of work Performed
- (3) Predominant Trade of Work used
- (4) Date and Time of Arrival at the Service Call site
- (5) Date and Time Service Call completed
- (6) Number of Labor Hours
- (7) Cost of Materials (purchase price)
- (8) District Point of Contact (POC) name and phone number
- (9) Name and Signature of Craftsman
- (10) Additional comments on work
- (11) Warranty information

3.6.2 General Service Call Requirements

Service Calls are initiated by the District personnel and are defined as unscheduled building related problems. Examples include, but are not limited to taking measures to respond to and correct building related deficiencies such as malfunctioning HVAC systems resulting in hot/cold complaints, miscellaneous electrical, plumbing, architectural, carpentry, and structural system repairs, etc. The Contractor shall respond to and correct these problems as specified herein, including any needed repairs. Service Calls are typically brief in scope, and do not usually require detailed job planning. Should the Contractor identify additional repair/service call work that is needed in the course of performing other work under this contract such as quality control inspections, preventive maintenance, or other service calls, the Contractor shall immediately take care of such issues. The Contractor shall identify repair work as follows: description of work, location of work, and a Contractor point-of-contact. While awaiting service call documentation, the Contractor shall diligently perform all required work discovered in a timely manner and shall remain fully responsible for maintaining effective maintenance and repairs of all building systems and equipment.

3.6.3 Service Call Reception

3.6.3.1 Service Call Reception During Regular Work Hours

The Contractor's personnel will perform Service Call reception during regular working hours, obtain a description of the problem or requested work, date and time received, location, point of contact with telephone number, and other appropriate information and classify each call with a Task Priority of I, II or III as described below. If the call is classified as Emergency or Urgent, the Contractor's personnel will notify the Director of Maintenance by phone or voice communication that an emergency or urgent work order ticket has been issued.

3.6.3.2 Service Call Reception after Normal District Working Hours

The Contractor shall provide the District with a list of qualified personnel (and pager and cell phone numbers) to be called when emergency service is required after normal District working hours. The Contractor's telephone service shall also have a voice mail message providing the emergency number to those called after hours. The Contractor shall respond to the emergency within two hours and shall work the emergency requirement until completion. The following day,

the Contractor shall fill out a Work Order Form to include a description of the after hours work or problem, date and time received, date and time responded to, location, and caller's name and telephone number for each call received. These forms shall be maintained at the Contractor's facility but may be requested by the District from time to time.

3.6.3.3 Routine Service Calls (Priority III)

Service Calls will be classified as Routine when the work does not qualify as an Emergency or Urgent call. Examples of Routine Service Calls include: loose baseboard trim, dripping faucets, broken locksets, floor tile, damaged wall, etc. The Contractor shall contact the school reporting the need for service condition within 2 days of receipt of the routine service call. Routine Service Calls shall be completed and closed within 10 work days.

3.6.3.4 Urgent Service Calls (Priority II)

Urgent Service Calls correct failures which do not immediately threaten personnel or property, but which could soon inconvenience and/or affect the health of personnel, lead to property damage, increase the risk of equipment failure, or lead to disruptions in school operations. The Contractor shall respond and be on the job site and working within 2 working hours after receipt of an Urgent Service Call when the call is received during regular working hours. The Contractor shall respond on the next business day if the urgent service call is issued after normal work hours. Note: Urgent calls carried over to the following workday must be responded to within one hour of the start of the next workday. Once begun, the work shall be performed to completion within 3 calendar days. Urgent Calls shall normally be accomplished during normal District work hours.

3.6.3.5 Emergency Service Calls (Priority I)

Emergency Service Calls consist of correcting failures on equipment or structures which would immediately threaten personnel and property and may result in a work stoppage until the support service or repair work is successfully completed. Examples include, broken water pipes, electrical outages, HVAC outages on critical equipment, clogged drains where sewage backup/overflow exists, oil or gas leaks, inoperable pumps, electrical hazards which may cause fire or shock, repairs to critical mechanical systems, roof leaks, security concerns such as locking and unlocking of locks and doors, etc. The Contractor shall respond immediately and be on the job site and working within 10 minutes after receipt of an Emergency Service Call. The Contractor shall work continuously without interruption and shall correct or secure the emergency condition before departing the job site. All work on the service call shall be completed in two calendar days or less. However, if the situation is impacting school operations, is considered a safety hazard or may result in detrimental damage to the facility or equipment, the Contractor shall work continuously without stopping until the repairs are successfully made and or there is no longer any impact on school operations or employees.

Service Call Response/Completion Requirements

Emergency: Respond within 10 minutes of notification and work to completion or contain the emergency (Complete all work in 2 days).

Temperature: Respond within 1 hour and alleviate the discomfort. (Work to completion)

Urgent: Respond within 2 hours of notification during normal work hours or start of next workday. Complete all work within 3 days.

Routine: Respond to customer within 2 days of notification received. Complete work within 10 work days.

The Contractor shall perform service calls in accordance with the above-mentioned requirements to ensure quality customer service and continuity of operations and/or to return equipment to operational service as soon as possible. If repairs cannot be accomplished within these time frames due to circumstances beyond the Contractor's control, the Contractor shall provide within 24 hours the following to the Contract Manager):

- A written explanation for the delay
- The estimated time for completion
- Evidence showing that the Contractor has made every effort to comply with the contract service call time frames.

3.7 Request for Issue of District Furnished Supplies

The Contractor shall identify supplies needed to perform tasks by filing a "Requisition" in the District's database. Upon receipt of the District's approval of the request, (i.e., a Purchase Order) the required supplies shall be obtained.

3.8 Task Planning and Control

The Contractor shall proactively generate work orders, plan, prioritize, and distribute tasks based on generated work orders. The Contractor shall document the next day's unscheduled task requirements not later than the normal duty day close of business. These daily task requirements shall be distributed to appropriate Contractor personnel in time for work the next day. The Contractor shall generate and maintain a record of work requests and resulting accomplished tasks. The Contractor shall provide a summary of completed work requests by location to the school Principal or designee twice per month.

3.9 Technical Assistance

The Contractor shall provide technical assistance, to answer technical questions, escort and work with consultants (hired by the District or Contractor) on building related projects, draw technical sketches, review technical drawings, and provide advice to District representatives in all operation, maintenance, repair, and building or system upgrades relating to the buildings covered by this contract.

3.10 Maintenance Management System

The Contractor shall also be responsible to maintain an equipment history for all service calls (work orders), repairs, and Preventive Maintenance (PM) performed on each piece of building equipment in inventory. The Contractor shall update all equipment history records within 7 days after service calls, repairs, or PM activities have occurred.

3.10.1. Changes in Equipment Inventory

The Contractor shall maintain and update building equipment data.

3.10.2. New Facilities

Following the acceptance of a newly constructed facilities (or following major renovation), all facilities shall be entered into the Contractor's recordkeeping systems within thirty (30) days.

3.11 Preventive Maintenance (PM) and Certification

The Contractor shall schedule, perform, and document all required PM and equipment certifications. The Contractor shall be required to provide this log to the District upon request. PM consists primarily of inspection, cleaning, lubrication, adjustment, calibration, corrosion control, touch-up painting, and minor part/component replacement (e.g. filters, belts, hoses, fluids, hardware) as required to increase the reliability and effectiveness of equipment by minimizing malfunction, breakdown, and deterioration of equipment; and the identifying of any repairs required to bring the equipment up to the manufacturer's operating standards. Preventive maintenance checklists adopted from the R.S. Means recommended standards, shall serve as the minimum acceptable preventive maintenance performed by the Contractor. In the absence of checklist being available for a particular piece of equipment or system, the Contractor shall follow the manufacturer's documented preventive maintenance standards.

3.12 Preventive Maintenance Performance and Scheduling

3.12.1 The Contractor shall perform all PM services required to effectively maintain all building equipment and systems in accordance with the standards adopted by the District. The Contractor shall document all PM tasks and activities. The Contractor shall provide a new PM schedule and task lists and/or modify the current PM schedule based on current contract requirements and the up-to-date equipment inventory during the first 30 days of the equipment's phase-in period. The Contractor shall produce PM work orders in accordance with the approved schedule. Subsequently, the Contractor shall review the PM schedule and equipment inventory on an annual basis and make appropriate adjustments to the schedule and records accordingly.

3.12.2 The Contractor shall prepare a separate PM schedule for all building equipment that requires a substantial outage of building systems before PM can be performed. The schedule shall include all equipment such as switchgear, HVAC, Uninterrupted Power Supply (UPS), etc. that can only be accomplished with a substantial outage that will shut down operations. The PM for this equipment shall be scheduled and accomplished as approved during two (2) Holiday and/or weekend.

It is the Contractor's responsibility to maintain all of the building's equipment/systems. Therefore, in the absence of a specific PM guide/checklist being available for certain equipment, the Contractor shall perform preventive maintenance in accordance with the manufacturer's recommendations. The Contractor shall develop and submit a written proposed guide within seven (7) calendar days after the discovery that PM guides/checklists are not available for certain equipment to be maintained.

3.12.3 If the Contractor believes that any provided PM guide/checklist included in this contract provides a lower quantity and or quality of PM than is required either by the equipment manufacturer, the Contractor may develop and use revised PM guides. The Contractor shall notify the District when it has done so. Upon request, the District shall be provided copies of these

guides. These guide(s) must be in the same format as the District adopted guides and include similar information regarding a description of work to be done, amount of time required to perform the work, and the frequency at which the work must be performed.

3.12.4 PM Documentation

After PM work is completed, the Contractor shall document the results of such PM on the PM work order. The Contractor shall maintain each completed PM work order in an orderly filing system for the duration of the contract. Defects or deficiencies identified by the Contractor during PM activities that may result in risk to persons or property shall be noted. Other defects or deficiencies identified during performance of the PM shall be reported on the daily equipment condition report for subsequent issuance of a service call for correction of the defects or deficiencies. The following minimum information shall be entered on the PM work order form by the Contractor:

- (1) Date of PM work completed
- (2) Actual man-hours expended
- (3) Employee ID that performed the PM
- (4) List of materials used
- (5) Cost estimate of materials used
- (6) List of defects or deficiencies noted during PM and corrected
- (7) List of defects not corrected
- (8) Service Order required to correct deficiencies not corrected during PM (YES / NO)
- (9) Working estimate of man-hours and materials needed to correct defect or deficiency
- (10) Equipment ID number (for equipment history records)

3.13 Inventory and Warehouse

Contractor will operate and maintain District owned inventory system.

3.14 Certification Inspection and Testing

Certification testing of grounding systems, fire detection and suppression systems, backflow preventers, etc. shall be conducted such that all equipment certification is current. All certification testing shall be coordinated by the Contractor but shall be accomplished by an independent testing firm not affiliated with the Contractor at no additional cost to the District.

The Contractor shall schedule certification testing such that all equipment or facilities remain in certification. All certifications required less frequently than annually (i.e., every 2 years, every 3 years, every 5 years, etc.) shall be scheduled and performed initially during the Base Year. The Contractor may request to delay the initial performance into option years by developing and submitting to the CONTRACT MANAGER, specific justification for the delay and a detailed schedule for all performance years.

3.15 Miscellaneous

As part of basic services, the Contractor shall move furniture and equipment in the immediate area of the worksite(s) if required to accomplish any services included in this contract. In addition, the furniture and/or equipment shall also be relocated back into the original location after work has

been competed. All work shall be done with minimum interference to District personnel and school operations.

4. PERSONNEL

All employees will be under the employment of the Contractor.

4.1 Authority

The Director of Maintenance and alternate shall have full authority to act for the Contractor on all matters relating to this contract.

4.2 Contractor Employees

The Contractor shall provide adequate numbers of qualified personnel to assure satisfactory performance of the services required by this contract. The minimum acceptable personnel qualifications for the positions are shown below. The Contractor shall adhere to any special certification, licenses, or training requirements required by Federal, State or Local Jurisdictions. The Contractor shall submit evidence of personnel qualifications to the District in their Proposal.

Resumes of all other personnel shall be provided to the District 30 days prior to the contract start date and subsequently any key replacement personnel resumes shall be provided to the District for approval/ consideration at least twenty-one (21) days in advance of when the Contractor wants the employee to begin work. All replacement personnel shall meet or exceed all of the original personnel qualification requirements.

The Contractor shall not employ persons for work on this contract who are identified or suspect to the Contractor as a potential threat to the health, safety, security, general well being or operational mission of the facilities.

District retains the right to request a replacement of any employee hired by the Contractor.

Job descriptions must be presented to the District 30 days prior to the start of contract and maintained for each position. Employees hired must meet the necessary qualifications listed in each of the job descriptions.

4.3 Identification

Contractor employees shall present a neat appearance and be easily recognized as Contractor employees. This may be accomplished by wearing distinctive clothing bearing the name of the Contractor, or by wearing badges bearing the Contractor's name and the employee's name. Employees shall be able to read, write, speak, and understand English.

4.4 Notification of Key Employee Change

Contractor shall notify the District prior to key employee replacement.

4.5 Replacement Employees

The Contractor at its cost shall ensure that replacement employees are assigned to cover all employee absences, such as extended vacation leave, sick leave or separation.

5. POSITION SPECIFICS

5.1 Director of Maintenance

The Contractor shall provide an on-site Director of Maintenance who shall be responsible for the performance of the services required by this contract. The District shall have input in the selection of a Director to be assigned to its facilities and shall also retain the right to request a replacement of said Director. The name of the Director of Maintenance and an alternate, who shall act for the Contractor when the Director of Maintenance is absent, shall be submitted to the District in writing at contract start and when changes occur. The Director of Maintenance shall be dedicated solely to this contract. The Director of Maintenance shall be available on-site from 7:00 AM to 4:00 PM, Monday-Friday and at any other times required to effectively manage all contract work. During normal District working hours, the Director of Maintenance shall respond to questions from the CONTRACT MANAGER within 30 minutes of the request. The Contractor shall, in writing to the CONTRACT MANAGER, designate another on-site person to act for the Director of Maintenance during any temporary absence of the Director of Maintenance. As a minimum, the Director of Maintenance shall possess at least five (7) years of recent experience (within the past 10 years) as a first line supervisor in directing personnel responsible for accomplishment of similar operations, maintenance, and repair work of equal or greater complexity. Experience shall be in buildings of at least the similar size and characteristics of the building(s) to be operated and maintained. This includes, but is not limited to experience in accomplishing preventive maintenance management and repairs to the following types of systems with similar rated capacities: Uninterruptible Power Supply (UPS) systems, large chiller plants, low pressure boilers, packaged rooftop air conditioning equipment, computerized fire alarm systems, emergency generators, high voltage switchgear, and computerized building automation systems. The Director shall also have experience with building construction similar to the District's facilities (roofs, wall systems, etc.). The pager or cell phone shall enable District personnel to be able to contact the Director of Maintenance 24 hours per day, 365 days per year. Any key management substitutions shall meet or exceed the qualifications of the original person proposed and shall be approved by the District.

5.1 Electricians

At a minimum, the Contractor shall provide electricians who shall have a journeyman commercial/industrial license issued by a State or other accredited board. Electricians performing Contractor work shall have at least five (5) years experience at the journeyman level obtained within the past seven (7) years in the field of inspection, testing, troubleshooting, repairing, operating, and performing preventive maintenance on complex electrical power distribution systems. All certification testing of electrical power distribution equipment shall be performed by journeyman electricians who are accredited by the National Electrical Testing Association (NETA) or equivalent and have a minimum of five (5) years of field experience. All certification testing of switchgear and breakers shall be performed by an independent bonded testing firm specializing in the type of work.

5.2 HVAC Mechanics

At a minimum, HVAC mechanics performing Contractor work shall have at least five (5) years experience at the journeyman level obtained within the past seven (7) years in a trade or occupation in maintenance, repair and operation of buildings such as: air conditioning equipment mechanic, refrigeration equipment mechanic, HVAC control systems mechanic, etc. These qualification standards apply to both initial and replacement maintenance mechanics. Personnel engaged in the maintenance, servicing, and repair of refrigerant-containing equipment/systems shall be trained and certified by an Environmental Protection Agency (EPA)-approved source in the proper handling, recovery, recycling of CFC refrigerants.

The Contractor shall provide an HVAC mechanic dedicated to operation and ongoing maintenance of the building automation system (BAS). This individual shall have a minimum of 5 years experience with a BAS of similar size and technical complexity to the District's current system. This individual shall also be qualified to provide technical assistance and input on new construction and new equipment purchases. Must have demonstrated experience in developing, implementing, and managing an energy management program with an emphasis of reducing energy costs.

5.3 Maintenance Mechanics

At a minimum, mechanics shall have five (5) years of experience obtained within the past seven (7) years in a trade or occupation in maintenance, repair, and operation of complex buildings equipment and systems such as performed by a stationary engineer, air conditioning equipment mechanic, maintenance electrician, and/ or maintenance plumber/pipe fitter. The experience shall have included journeyman level experience in at least two of the following trades/activities and relevant knowledge of the remaining trade activities.

- (1) Operating/adjusting building HVAC systems for efficiency and comfort,
- (2) Maintaining/trouble shooting/repairing the following systems/equipment:
 - Chillers and chilled water systems,
 - Large Commercial Building HVAC equipment
 - Boilers and hot water heating systems,
 - Domestic water and plumbing systems,
 - Electrical systems including lighting, motors, starters, contactors, etc.

5.4 Specialized Equipment Maintenance

The Contractor shall utilize the manufacturer, manufacturer certified service firm, or representatives/specialists who are factory-trained certified technicians to accomplish all scheduled and unscheduled preventive maintenance and repair services on the systems noted below. If the Contractor chooses not to use the manufacturer, or manufacturer certified service firms to perform the work, the Contractor shall provide to CONTRACT MANAGER, at the start of the phase-in period, certification(s) by the manufacturer, on manufacturer's letterhead, signed by the appropriate company official, that certain (listed by name) Contractor employee(s) have been trained and certified by the manufacturer to maintain and/or service the equipment for which they will work on. Certifications shall have been within the past three years. Systems requiring specialized maintenance are as follows:

- (1) Fire Alarm Systems
- (2) Emergency diesel engine driven generators (annual PM and repairs)

- (3) UPS and RUPS Systems including paralleling switch-gear
- (4) Building Automation Systems

Personnel responsible for the operation of the heating, ventilation and air conditioning systems may be required to be available at earlier or later times other than specified for start up and shut down of HVAC equipment in accordance with the Building Maintenance Plans to ensure that all buildings are within temperature guidelines during normal District work hours, or at times when requests for additional services are granted.

5.5 Plumbers

At a minimum, Contractor shall provide staff with 3 years demonstrated skills in: reading and interpreting blueprints and working drawings; performing plumbing work; use in care of plumbing tools and equipment; planning and layout of the installation of a plumbing system, as well as knowledge of: methods, practices and safety precautions of the plumbing trade; plumbing codes and building regulations; boiler/water heater controls and safety; building sprinkler and fire water systems; and irrigation and back flow compliance.

5.6 Carpenters

At a minimum, Contractor shall provide staff with 3 years demonstrated skills and knowledge in construction and remodeling trades, practices, procedures, techniques, tools and equipment, materials, specifications, quality control, cost control and safety. Carpenters will need to be skilled at constructing, erecting, installing or repairing structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames; cabinets; shelving; siding; or drywall.

5.7 Key Control

At a minimum, Contractor shall provide staff with a minimum of 1 year demonstrated skills and knowledge in the area of locksmith experience and services.

6. SAFETY

6.1 Vehicle and Traffic Safety

Contractor's employees who lease or own private vehicles to drive on duty shall comply with licensing laws and regulations and adhere to insurance requirements as required by the State of South Carolina. Contractor's vehicles or employee personal vehicles are the responsibility of the Contractor and owner. The District shall not be held liable for any damage.

6.2 Accident Reports

On the job accidents, involving Contractor employees or vehicles shall be reported to the District immediately. A Contractor written report shall be provided within 2 days of the accident to the CONTRACT MANAGER.

7. MEDICAL

In case of on-the-job injury, obtaining medical assistance shall be the Contractor's responsibility. The District will not furnish medical services except as may be needed to temporarily ease pain and suffering in extreme cases of on-the-job injury pending arrival of Contractor arranged evacuation. The District will not be liable for services performed.

The Contractor shall conduct the following training for Contractor personnel at the frequency indicated. Documentation of required training shall be made available to the District upon request.

8. TRAINING REQUIREMENTS

Planned annual training must be submitted to the CONTRACT MANAGER at the beginning of each new year.

8.1 Safety Training

The Contractor shall conduct monthly safety meetings with Contractor employees to ensure compliance with all safety rules, directives and regulations.

8.2 Lockout/Tag out Training

The Contractor shall ensure all personnel performing lockout/tag out (LO/TO) of energy sources, such as electricians and HVAC mechanics are fully trained and the procedures for lockout/tag out are in accordance with current laws and regulations. Required training shall consist of initial training and biennial refresher training. Procedures for LO/TO must be adhered to.

8.3 Respiratory Protection Training

The Contractor shall develop and maintain a respiratory protection program in accordance with current laws and regulations.

8.4 Sexual Harassment and Equal Employment Opportunity Training

All Contractor personnel shall receive specific training on prevention of sexual harassment and Federal Equal Employment Opportunity regulations and laws for the work place on an annual basis.

9 SAFETY

9.1 Occupational Health and Safety Agency (OSHA) Program

All work shall be conducted in a safe manner in accordance with Occupational Health and Safety Agency (OSHA) current laws and regulations. The Contractor employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State Occupational Health Agency (OSHA) standards.

9.2 OSHA Inspections

The Contractor's workspace may be inspected periodically by the Safety Department and/or Federal or State Inspectors for OSHA violations. Abatement of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance by escorting and cooperating with Federal or State OSHA inspectors if a complaint is filed. The Contractor shall pay any fines levied on the Contractor by Federal or State OSHA Offices.

10. ENVIRONMENTAL REQUIREMENTS

10.1 Hazardous Waste Management

The Contractor shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific State Regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCBs (primarily in light ballasts); oil, batteries, lead and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury and alkaline batteries; and fluorescent light bulbs.

10.2 Less-than-30-Day Accumulation Site

The Contractor shall not store hazardous waste on site any longer than 30 days. Hazardous wastes generated by the performance of this contract shall accumulate in limited quantity at the site for up to 30 days until the waste can be picked up by a contractor qualified to dispose of hazardous waste. The Contractor shall designate a Site Manager who shall inspect the Accumulation Site, at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.

10.3 Hazardous Waste Disposal

Waste that is generated by the Contractor in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable Local, State, and Federal laws. This waste shall be disposed at the District's expense and all such waste must be treated as District property due to assignment of liabilities placed through applicable laws and regulations. Documentation showing the date, commercial firm performing the disposal and method of disposal shall be maintained a minimum of five (5) years and made available to the District upon request.

10.4 Spill Reporting

The Contractor shall notify the CONTRACT MANAGER immediately when any amount of hazardous material or waste is released to the environment or if a spill occurs.

10.5 Environmental Inspections

The Contractor's workspace may be periodically inspected by Federal or State environmental inspectors from EPA. Abatement of violations shall be the responsibility of the Contractor or the District as determined by the CONTRACT MANAGER based on documentation and evidence presented by both parties. The Contractor shall provide assistance to the Safety Department escort and the Federal or State inspectors if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by Federal or State Offices that are due to environmental protection violations and without reimbursement from the District. The Contractor may be held personally liable for any violations in this area.

10.6 General Trash

The District will provide general trash removal services. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of petroleum products, paper, or greases on rags. These wastes can be disposed of in the general trash dumpsters. In case of bulk trash such as construction debris, the Contractor shall notify the Waste Management Contractor for proper disposal.

11. PHYSICAL SECURITY

11.1 General

The Contractor shall be responsible for safeguarding all District property furnished for Contractor use as well as Contractor property. At the close of each normal duty day, District property shall be accounted for.

11.2 Badges

Contractor personnel shall wear Contractor Identification (ID) badges at all times while working during contract hours and while providing emergency/urgent services during non-working hours.

11.3 Key Control

The Contractor shall establish and implement procedures for ensuring that District furnished keys are not lost, damaged, destroyed, duplicated, or used by unauthorized persons. These procedures shall be subject to review by the District. The Contractor shall prohibit the use of District furnished keys by persons other than the Contractor's employees. The Contractor shall prohibit the opening of the locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees engaging in performance of assigned work in those areas. The Contractor will insure that those doors in buildings that have electronic key control mechanisms are secured and all numbers when provided to access the buildings are safeguarded for confidentiality.

11.4 Key Reporting Requirements

The Contractor shall maintain a log of the occurrence of lost, damaged or duplicated District furnished keys.

11.5 Replacement of Keys and Locks and Re-keying

In the event keys, other than master keys or locks are lost, damaged, destroyed or duplicated, the Contractor may be required to re-key or replace the affected lock or locks. However, at the District's option, the District may elect to replace the affected lock or locks or perform re-keying. When the District performs the replacement of keys and locks or re-keying, the total cost of replacement keys and locks or of re-keying will be deducted from the monthly payment due the Contractor. In the event that a master key is lost, destroyed or duplicated, all locks and keys for that system will be replaced by the District and the total cost of replacement will be deducted from the monthly payment due the Contractor.

12. HOURS and DAYS of OPERATION

12.1 Contractor Services

The Contractor shall perform the services required by this contract during an eight-hour duty day, Monday through Friday at normal daytime hours set by the Contractor and approved by the CONTRACT MANAGER. Any overtime unrelated to emergency or urgent services calls will be preapproved by the CONTRACT MANAGER.

12.2 District Holidays

The Contractor is not required to provide service on the following District holidays notwithstanding emergency calls:

New Year's Day
Easter
Martin Luther King
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the day after
Christmas Day, the day before and the day after

12.3 Emergency Closure

Unless otherwise notified by the CONTRACT MANAGER, the Contractor shall perform the services required by this contract during severe weather, during normal duty hours. Should the District's facilities close early due to severe weather, the Contractor may, upon verbal notification from CONTRACT MANAGER, and after completing safety, security, and severe weather closure tasks, dismiss its employees on the same basis.

Unscheduled work in progress, but uncompleted prior to closure, shall be performed upon return to normal hours of operation.

13. AIR EMISSIONS

The air emission standards in the performance of work are described below.

13.1 Refrigerants

The Contractor shall follow all regulations and practices for service methods, technician, systems, and recovery equipment certification, disposal of equipment and appliances, and record keeping in accordance with current laws and regulations.

13.2 Inventory of Refrigerants

The Contractor shall develop a Refrigerant Management Plan for this contract in accordance with Federal, State and/or Local regulations within 30 days after contract award. The Contractor shall use the Refrigerant Compliance Manager (RCM) (EPA-compliant software program for data management of refrigerant usage and tracking. The Contractor shall update and maintain RCM concurrent with any Service Call and/or preventive maintenance performed on refrigeration systems. The Contractor shall produce any records or documentation for EPA inspections as required to validate EPA compliance.

13.3 The Contractor shall enter data into the database any time:

- (1) a leak is detected
- (2) 30-day verification inspection is performed indicating refrigerant is not leaking,
- (3) refrigerant is added or,
- (4) refrigerant is removed.

13.3.1. Reclamation of Refrigerants

The Contractor shall use certified evacuation and recovery equipment in the reclamation of refrigerants. Refrigeration equipment turned in for disposal shall be completely emptied of

refrigerants and labeled in accordance with State and EPA regulations. Proper documentation shall be maintained for each piece of refrigeration equipment prepared for disposal.

13.3.2 Accountability for Refrigerants

The Contractor shall account for all refrigerants used. Audits of on-hand refrigerants and RCM shall be periodically conducted by the Contractor to verify that all refrigerants can be properly accounted for. The accountability records of refrigerants shall be provided to the District at contract close out.

13.4 Hazardous Materials Management

13.4.1 Emergency Planning and Community Right-to-Know Act

The Contractor shall maintain records of all hazardous materials brought onsite in accordance with current laws and regulations. The supporting records shall be maintained for a period of five years for auditing purposes. These records shall include a Material Safety Data Sheet (MSDS) for each hazardous material as well as the following information:

- (1) Maximum amount of the material onsite on any one day of the year
- (2) Average amount of the material stored onsite
- (3) Quantity of material used during the calendar year
- (4) Type of container used to store the hazardous material
- (5) Storage location of the hazardous material.

13.4.2 Hazardous Materials Storage

The Contractor shall store hazardous materials in accordance with current laws and regulations. The Contractor shall limit quantity of hazardous materials to a 30-day supply only required amounts of hazardous materials for Work Orders. Flammable lockers shall be used for storage. Containers of hazardous materials shall be tightly sealed when not in use. Housekeeping shall be strictly enforced. Storage areas and lockers shall be maintained in a neat and orderly manner.

13.4.3 Environmental Compliance

The Contractor shall comply with all applicable Federal, State, and local environmental regulations and permits.

13.4.4 Asbestos Containing Materials (ACM)

The building(s) covered by this contract may have asbestos-containing material (ACM). The requirements of this paragraph shall also apply to any other asbestos containing material discovered during the term of this contract. Any suspected ACM found during the course of this contract shall be immediately reported to the CONTRACT MANAGER and the Facilities Planning and Construction Officer. Any repair or removal of asbestos-containing material shall follow OSHA and EPA regulations. If the District becomes aware or receives notice or other communication concerning the presence of hazardous levels of asbestos, or asbestos containing materials at its buildings, the District will deliver to the Contractor within fifteen (15) days of receipt of such notice, a copy of the notice or communication received. The District will, at its expense, promptly take all actions required to mitigate and abate the presence of asbestos or asbestos containing materials.

The District hereby indemnifies and agrees to reimburse, defend and hold the Contractor harmless against any and all liabilities, losses or claims resulting from the presence of asbestos or asbestos

containing material in its buildings. This obligation includes the burden and expense of defending all claims, suits and administrative proceedings (even if such claims, suits and administrative proceedings are groundless, false or fraudulent) resulting from the presence of asbestos or asbestos containing materials in the buildings. Such obligation will not be affected by any investigation by or on behalf of the Contractor or by the matter indemnified by the District hereunder.

13.4.4.1 Repairs Where ACM is Present

The Contractor is not responsible for asbestos removal or abatement work for the sole purpose of asbestos removal or abatement but, if a repair requires that ACM be removed to obtain access to the work, the Contractor shall remove the asbestos or arrange for its removal. The repair task shall be performed in two distinct phases: first, remove the asbestos in accordance with EPA and OSHA regulations and second, perform the original task. The repair task shall not be started until the interfering asbestos material has been properly removed.

13.4.4.2 ACM Removal Standards

The Contractor shall be responsible for the removal or abatement of all asbestos-containing materials, such as sediment dust, sprayed on applications or insulation, which are encountered, and are incidental to the performance of repairs of a particular piece of equipment (as part of the basic services portion of this contract). This removal or abatement shall include the acquisition of all required permits (and payment of fees), as well as all protective procedures, air and bulk sampling, isolating the work area(s), protective clothing, asbestos training and certification, record keeping etc. All asbestos materials removed during the course of the maintenance or repair work shall be disposed of in accordance with EPA regulations and shall be replaced with non-asbestos materials of equal insulating and fire retardant properties (i.e., pipe lagging).

13.4.4.3 ACM Removal Documentation

All asbestos removed shall be properly documented and records kept in a permanent file. Upon final expiration/termination of the contract, all records will be turned over to the District's Facilities Planning and Construction Officer.

13.4.4.4 Coordination and Reporting

The Contractor shall coordinate, in advance, all repair work in areas where ACM is present with all parties involved.

14. TRANSITION

14.1 Inspection Process

The Contractor or his designee(s) and the CONTRACT MANAGER or the Facilities Planning and Construction Officer shall together make a complete and systematic initial inspection of all buildings and systems to be maintained under the terms of this contract on a mutually agreeable date during the first 30 calendar days of the transition period. This inspection will include but is not limited to all mechanical, electrical, plumbing, and utility systems and equipment, windows, doors and any other system or structural features requiring maintenance and repair under the requirements of this contract. In addition, all District-furnished spaces, equipment and mechanical rooms will be jointly inspected.

14.2 Responsibility for Normal Operations and Maintenance

The Contractor shall assume full responsibility for normal operations and maintenance of all building systems and equipment whether they are included on the deficiency report or not at the

beginning of the base performance period. The Contractor shall immediately bring to the attention of the CONTRACT MANAGER during the joint inspection any systems or equipment that are considered inoperable and thus it is deemed impossible to provide normal operations and maintenance on such systems and/or equipment. The Contractor shall correct an inoperable deficiency listed in the Deficiency Report and shall assume full responsibility of the equipment.

14.3 Contract Start

The Contractor shall assume full responsibility for normal operations and maintenance of all building systems and equipment at the beginning of the base performance period; hence, the Contractor shall provide a work force that is fully qualified and capable of performing all work required under this contract at this time.

14.4 Phase-Out Transition

During the 60 calendar day period immediately prior to the end of the contract (if the current Contractor is not awarded the subsequent contract for this service), the Contractor shall permit the successor Contractor (and the successor Contractor's employees) to observe and become familiar with any and all operations under the contract. The Contractor shall prepare and submit to the CONTRACT MANAGER any changes to the Phase-out portion of the Transition plan submitted as part of the original proposal. The Contractor shall not defer any needed repairs or maintenance for the purpose of transferring responsibility to the successor Contractor. The Contractor shall fully cooperate with the successor Contractor and the District so as not to interfere with their work or duties.

14.5 Contract Close-out Inspection

On a date not later than sixty (60) calendar days prior to the expiration of the contract, the CONTRACT MANAGER or his designee and the Contractor shall make a complete and systematic joint inspection of the Contractor's areas, District furnished equipment, mechanical rooms, and building systems and equipment covered by this contract. The CONTRACT MANAGER or his designee and the Contractor shall identify all deficiencies other than normal wear and tear that needs to be corrected by the Contractor before the expiration of this contract. The Contractor shall ensure that these areas/equipment/mechanical rooms are in a condition equal to or better than when the Contractor began this contract.

14.5.1 Final Inspection Close-out Report

The Contractor shall submit a copy of the Final Inspection Close-out Report (signed by both parties) listing all required repairs to be completed by the Contractor not less than 30 calendar days before the expiration of the final contract period.

14.5.2 Deficiency Correction

The Contractor shall correct all of the cited deficiencies noted in the Final Inspection Close-out Report before the expiration of this contract. Final payment to the Contractor may be withheld until all cited deficiencies are corrected.

15. QUALITY CONTROL PLAN (QCP)

The Contractor shall develop and execute a proactive Quality Control Plan. The Contractor will assure that all contract requirements are satisfied as specified. The Contractor shall submit any changes made to the QCP to the CONTRACT MANAGER. The QCP is of paramount importance. The program shall include, but not be limited to the following:

15.1 Description of Inspection System

A description of the inspection system tailored to the specific schools and equipment covered under the terms of this contract and which covers all services specified and the methods used for proactively identifying and preventing defects in the quality of service performed. The inspection system description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, the frequency of inspection, and the title and organizational placement of the employees involved in the inspection.

15.2 Inspection Schedule

The Contractor shall devise a monthly inspection schedule and checklists to be used by its staff/personnel in regularly scheduled and unscheduled QCP inspections. The schedule shall identify what equipment will be checked and the checklist shall identify what items will be inspected on each type of equipment as the checks are being performed. Once completed, the checklist used shall be signed and dated by the individual performing the inspection at the time that the inspection is completed.

15.3 QCP Documentation of Inspections

A local file of all inspections conducted by Contractor personnel, including corrective or preventative actions taken, shall be maintained by the Contractor throughout the term of this contract. Records of inspections shall be maintained and made available to the District throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

16. QUALITY ASSURANCE

The District will evaluate the Contractor's performance using quarterly surveys and periodic inspections. The CONTRACT MANAGER will oversee the contract. When an observation indicates defective performance, the CONTRACT MANAGER will require the Director of Maintenance to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation; only acknowledgment of the defective performance. Any action taken by the District as a result of surveillance will be in accordance with the terms of the contract.

16.1 Performance Evaluation Meetings

The CONTRACT MANAGER may require the Director of Maintenance to meet with the other District personnel as deemed necessary. The Contractor may also request a meeting with the CONTRACT MANAGER when the Contractor deems a meeting to be necessary. Meetings shall be recorded by written minutes signed by the CONTRACT MANAGER and the Director of Maintenance. Should the Contractor not concur in the minutes, such nonoccurrence shall be provided in writing to the Director of Maintenance within ten calendar days of receipt of the minutes.

17. WORK PERFORMANCE, COORDINATION and SCHEDULING

The Contractor shall schedule and arrange work so as to cause no interference with the normal occurrence of District operations. In those cases where some interference may be essentially unavoidable, the Contractor shall minimize any impacts on District operations.

17.1 Routine Work Coordination

For routine work and project support work that will cause minor disruption to customers (i.e., minor power outages, loss of heat or cooling for a short duration, dust, noise), the Contractor shall notify the school/customer and coordinate a time period for performing the work a minimum of 24 hours prior to the desired start of work.

17.2 Facility Outages Coordination

Certain preventive maintenance and certifications require a complete facility power outage and total disruption of work by customers. These outages should be scheduled during breaks in the school calendar or holiday weekends, if possible.

17.3 Unscheduled Outages

If unscheduled facility or equipment outages or additional damage to equipment occurs that can be attributed to the failure of the Contractor to accurately and timely report equipment conditions, the Contractor will be assessed all actual costs incurred by the District. This will include but is not limited to the actual cost of the District to repair or correct the damaged building, equipment and/or systems.

18. REQUIRED REPORTS and SUBMITTALS/DELIVERABLES

The Contractor shall submit to the Contract Manager the data, reports, schedules, plans, as identified in the SOW for approval and/or action as applicable, no later than the dates specified. In addition, the Contractor shall submit a Monthly Report that includes the data as shown following by the 5th workday of the following month.

The Monthly Report shall include:

- (1) Current staffing and any changes
- (2) Labor productivity
- (3) Energy management data
- (4) Work performed (e.g. number of work orders completed, number outstanding, etc.)
- (5) Achievements
- (6) Training accomplished
- (7) Upcoming training
- (8) Goals for next month

Failure to provide any required report may result in the monthly payments being delayed until the District receives such reports.

19. WARRANTIES

The Contractor shall serve as the point-of-contact (POC) and coordinate all building and equipment related warranty issues. The Contractor shall be fully responsible to execute all warranties that are building related and to keep the District advised in writing of any warranty issues in dispute by the manufacturer. Should the Contractor's action nullify a warranty, the

Contractor shall assume responsibility for all systems, equipment, and related work until the warranty expires.

20. DISTRICT FURNISHED PROPERTY

20.1. General

The premises and equipment provided by the District for use in the Maintenance services operation will be in good condition and maintained by the District to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health in accordance with OSHA regulations. **The District will supply needed maintenance parts from its own inventory, by District purchase, or by reimbursement of the Contractor, in accordance with needs reflected in the Building Maintenance Plan approved by the District per § 3.1 (page 24) or under emergent conditions with the District's approval.**

20.2 Facilities

The District will make available space for each one contract employee assigned permanently in District's facility. No alterations to the District provided facilities shall be made. This facility shall be for the exclusive use of the Contractor to perform work associated with this contract. The Contractor shall maintain and repair such facility and equipment to ensure that they remain in proper and reliable operating condition. The District will provide the office furnishings, minor hand tools, and shop fixtures currently in use by the Maintenance employees. During execution of the work, the Contractor shall protect District property from damage. The Contractor shall repair any damage to District property resulting from work performed under this contract at no cost to the District. The Contractor shall repair damage to District property resulting from operational errors or failure to maintain, repair, or inspect equipment as required under this contract at no cost to the District. The total or partial breakdown or failure of the District furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all District owned equipment shall be returned to the District in the same condition as received, except for normal wear and tear. Equipment, which has become worn out due to normal wear and tear, also shall be returned to the District. The Contractor shall be responsible for the cost of any repairs or replacements caused by negligence or abuse by the Contractor or Contractor's employees.

20.3 Supplies

The District will make available for the Contractor's use on a co-use (share with the District basis), scaffold lifts, dollies, carts, hand trucks, and all supplies such as paints, sandpaper, caulks, nuts, bolts, screws, tape, adhesive and repair and replacement parts. Requests for additional supplies may be provided at the District's expense via requisition requests for CONTRACT MANAGER and the Purchasing Agent's approval.

20.4 Keys to District Facilities

The Contractor will be given keys and combinations to the facilities locks to facilitate performance of work. The Contractor shall establish a key control system to ensure that no keys issued to the Contractor by the District are lost, misplaced, or used by unauthorized persons. The Contractor shall reimburse the District for replacement of locks or for re-keying required as a result of the Contractor losing any key.

20.5 Authorized Use and Access to Spaces

The Contractor shall prohibit the use of District-issued keys by any person other than authorized Contractor employees. The Contractor shall not permit entrance to locked areas of any person other than Contractor personnel engaged in the performance of work in those areas, or personnel assigned to the activity where the Contractor is performing work.

20.6 Technical Publications

The District will provide the Contractor with all available technical manuals and bulletins associated with the installation of new equipment. The Contractor shall update and maintain the technical publications, obtain and insert any changes or updates issued by the manufactures, add technical publications for any newly installed or replaced equipment, and shall return all technical publications (with changes, updates and added publications) to the District 30 days prior to contract completion.

20.7 Equipment/Material Inventory

The on-hand equipment (including equipment being made available as noted in § 1.30 of this RFP) and materials that belong to the District will be made available to the Contractor. The Contractor and the CONTRACT MANAGER or his designee shall conduct a joint inventory before commencing work under this contract. The Contractor shall then certify the findings of this inventory and assume accounting responsibility for all equipment and materials inventoried. Upon completion or termination of this contract, a second joint inventory shall be conducted to ensure all District furnished equipment and materials are accounted for. The Contractor shall be held liable for any missing equipment/materials listed in the initial inventory. The Contractor shall regularly update the Inventory and the CONTRACT MANAGER may inspect it the Inventory at any time.

20.8 Computers

Computer workstations with network connections will be made available to the Contractor for use in the performance of this contract. Regardless of the serviceability of the abovementioned District Furnished Equipment, the Contractor shall remain fully responsible for accomplishing all work requirements identified in this contract. The Contractor is responsible to furnish all additional equipment as may be required in order to accomplish all contract requirements.

20.9 Vehicles and Vehicle Maintenance (include separate cost in pricing)

Contractor will provide and maintain all support vehicles.

20.10 Communication Equipment

All necessary mobile communications equipment shall be the responsibility of the Contractor.

21. DISTRICT PROVIDED SERVICES

The District will provide the following service to the Contractor:

21.1 Utilities

Utilities for District furnished facilities will be provided at no cost to the Contractor. Utilities are limited to electricity, water, heat, air conditioning, local telephone service with access to the local area network, and Internet connectivity. All refuse removal services will be provided by the District with the exception of the removal of hazardous waste generated by the Contractor.

Telephones, Internet access, and Internet connectivity are for official use only. All applicable Contractor employees will sign a District Acceptable Use Policy upon employment with the Contractor. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities. Lights shall be used only in areas, where and when work is actually being performed, unless the lights are to remain on for safety, educational, or security reasons. Water faucets shall be turned off after usage, and mechanical equipment temperature controls shall be maintained in a non-waste mode of operation.

22. CONTRACTOR PROVIDER FURNISHED ITEMS

The Contractor shall furnish the following:

22.1 Vehicles and Vehicle Maintenance

Contractor shall provide vehicles for all management and non-management support staff and all vehicles supplementary to any provided by the District. Maintenance and fuel for vehicles will be at the sole cost of the Contractor. Management staff will include: Director, Assistant Director, Managers, Supervisors and any other exempt employees hired by the Contractor.

22.2 Drawings

Any and all drawings and/or schematics developed by the Contractor for any of the equipment, systems, or subsystems covered by the contract shall become the property of the District, and shall be supplied to the CONTRACT MANAGER upon completion. In addition, the Contractor shall update (“red line”) current District facility drawings to reflect any changes resulting from repair work.

22.3 Personal Protective Equipment

The Contractor shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

22.4 Uniforms

The Contractor shall furnish the required uniforms (shirt, long pants) with the Contractors’ names permanently attached to the shirt. All Contractor personnel performing under the contract shall wear the approved uniforms and Photo ID badges at all times while on duty. Additionally, these uniforms shall be worn in a manner that they present a neat and orderly appearance at the beginning of each workday.

22.5 Warranty of Services

The Contractor shall warrant all workmanship, materials, equipment, and services provided under the terms of this contract for a minimum of one year or the manufacturer's period of warranty, whichever is longer. Proper logs shall be maintained including service date from which warranty commences. Any rework or repair due to poor workmanship will be at the Contractor’s expense.

23. RECORDKEEPING

The Contractor shall be responsible for creating and maintaining any District required records that are specifically cited in this contract. When such records are requested by the District, the

Contractor shall provide the original record or a reproducible copy of the original record not later than five duty days (weekdays) after the receipt of the request. All records generated will become the exclusive property of the District and shall remain with the District upon Contract termination.

4.0 GROUNDS MANAGEMENT SCOPE OF WORK

The campuses will be maintained with open spaces of well maintained turf, trees, shrubs groundcover roads and pathways in an environment that is free of litter, weeds and unwanted pests. Keep daily management log throughout contract.

REGULATORY REQUIREMENTS

- Hold copies of permits and licenses required by regulatory authorities.
- The contractor shall be responsible to pay for all licenses, permits and associated fees required for the performance of these specifications.

DAMAGE TO PROPERTY

- Immediately report damage.
- Repair and pay for damages caused by contractor's personnel and equipment.
- Obtain JCSD approval for repairs and replacements. Return grass areas, plant materials, equipment, paved surfaces and buildings to their original condition before damage.
- Scalping of turf, mechanical damage to trees and shrubs including tearing of bark, improper pruning of plants, and damages resulting from improper use of pesticides and fertilizers will be considered damage.
- Complete repairs and replacements within agreed upon date approved by JCSD and within acceptable horticultural and agronomic standards.

SAFETY

- All work performed to adhere to all SC/OSHA safety guidelines. Includes all equipment.
- All Pesticide applications will be administered with strict adherence to EPA, State, County and local laws / regulations.
- A safety plan / training program inclusive of grounds management operations will be put in place.

TREE AND SHRUB MAINTENANCE

- Maintenance of Plant Beds and Tree Wells/Rings:
 - Remove and dispose of debris, rubbish, animal waste, dead and unhealthy plants on a regular weekly basis.
 - Edge plant beds as required maintaining original line and shape.
 - Remove and eliminate perennial grass, weeds and ornamental seedlings including their roots regularly.
 - Provide fresh mulch annually, during dormant season to maintain original mulch depth in all beds that had mulch at commencement of contract.
- Pruning:
 - Prune Trees, Shrubs and Vines in accordance with horticultural standards.
 - Prune on a regular ongoing basis to remove all dead, diseased, damaged, crossing, rubbing, stubs, suckers, water sprouts and multiple shoots.
 - Remove branches that extend over buildings.

- Prune or remove growth in front of windows, over roofs, over entryways or walks, or where vision is obstructed at street intersections.
- Plant Removal and Replacement:
 - Obtain approval prior to plant removal. Promptly remove all dead and unhealthy plants including all root systems.
 - If plant failure is due to contractor related work, replace all required plants with plants of identical species and of appropriate size.
- Landscape Irrigation.
 - Manage irrigation to promote healthy plants, turf, and trees while conserving water and minimizing waste.
 - Operate automatic irrigation systems to gain maximum benefit of the water applied.
 - Sprinkler settings shall be set in such a position as to not throw water into doorways, windows, porches, parked cars, parking areas, or to impede vehicular or pedestrian traffic.
 - Installed sprinkler systems, including the piping system (1" or less in size), riser connections, and sprinkler heads, shall be maintained, repaired, or replaced to eliminate obstructions, leaks, and other defects that would prevent proper operation. Replaced sprinkler heads shall be of the same make, manufacturer, and model as existing heads.
 - Provide manual irrigation as necessary for seasonal flower beds.

TURF CARE

- All turf areas shall be inspected weekly for detection of diseases, pests, and other problems that may cause deficiencies. These deficiencies will be reported to JCSD after being properly identified and shall be treated accordingly.
- Mowing shall be performed to maintain a height to be mutually agreed upon by District and Contractor.
- Prior to the commencement of each mowing operation the site will be inspected for debris and potential projectiles. These items will be removed from the site. If debris is inadvertently cut, all the shredded debris will be removed.
- Clippings will be dispersed after mowing or removed. All clippings shall be kept out of ornamental beds and off of paved areas, courts and patio areas.
- All curbs and walks (hard edges) shall be edged as needed to ensure a reasonably acceptable appearance.
- All hard surfaces shall be immediately swept, blown or vacuumed to maintain a clean, well-groomed appearance.
- Debris Removal - All areas littered in the landscape management process will be cleaned by means of mechanical or hand removal and placed in district provided container.
- A Spring Clean Up of winter leaves and debris will take place prior to the edging and mulching operation in late February/early March.

ATHLETIC FIELDS CARE AND PREPARATIONS

- Prepare outdoor athletics facilities for use as needed for physical education and sports programs.

TOOLS AND EQUIPMENT: Provide the necessary tools and equipment to meet the specifications for the Services.

SNOW REMOVAL: Develop a comprehensive plan to manage snow removal, ice removal, salting, sanding and other winter storm operations.

LICENSES: Provide properly licensed or otherwise credentialed personnel where their work so requires.

5.0 TABLE OF FACILITIES REQUIRING SERVICES

1. Jasper County School District Administration Building
Square Feet: 16,080
Regular Occupancy Hours: 8:00 AM – 5:00 PM Monday-Friday
2. Former Jasper County High School (Annex & Alternative School)
Square Feet: 73,303
Regular Occupancy Hours: 8:00 AM – 5:00 PM Monday – Friday
3. Ridgeland K-5 & 9-12 School Complex
Square Feet: 280,000
Regular Occupancy Hours: 7:30 AM – 3:30 PM Monday – Friday
4. Hardeeville K-8 School Complex
Square Feet: 256,000
Regular Occupancy Hours: 7:30 AM – 3:30 PM Monday – Friday
5. Former Bee’s Creek School, Ridgeland (currently vacant)
Square Feet: 54,456
Routine grounds and security maintenance
6. Former West Hardeeville School (Royal Live Oaks Charter School)
Square Feet: 81,920
Regular Occupancy Hours: Contracted to Royal Live Oaks Academy)
Upon vacancy, Routine grounds and security maintenance
7. (2) Sports Stadiums – Bleachers & Press Box
8. (2) Sports Stadiums – Lights & Track
9. (2) Sports Stadiums – Concession Stand, Bathrooms & Ticket Booth
10. Academy for Career Excellence (A.C.E. Vocational School) grounds

6.0 THE FOLLOWING SCHEDULES ARE TO BE INCLUDED IN PRICE PROPOSALS

Exhibit 1

Senior Employee Position List

Exhibit 2

Maintenance Support Staff Positions

Exhibit 3

Custodial Support Staff Positions

Exhibit 4

Grounds Tech Positions

Exhibit 5

Maintenance Equipment List / Vehicles

Exhibit 6

Custodial Equipment List / Vehicles

Exhibit 7

Grounds Equipment List / Vehicles

Exhibit 8

Lawn care Maintenance Schedule

ADDENDUM #1

SCHOOL DISTRICT OF JASPER COUNTY, SOUTH CAROLINA

Request for Proposals

**Custodial Services, Grounds-Keeping Services,
and Maintenance Services**

RFP # 001-04-2018

Issue date: April 23, 2018

Addendum #1 issue date May 8, 2018

Addendum Item 1.

So that the District can easily have an easily accessible comparative view of what is included in each Pricing Proposal and how it relates to Addendum Item 2 below, please include:

- A. Proposed number of staff for Custodial included in the pricing proposal.
- B. Proposed number of staff for Grounds Management included in the pricing proposal.
- C. Number of each of the specified positions listed in Maintenance section 5 (Position Specifics.)
- D. Number of vehicles being provided to service the contract.

Addendum Item 2.

The Technical Proposal should include analysis and discussion of the proposed staffing levels that are being used to respond to Addendum Item 1 above.

Addendum Item 3.

By way of clarification, note that the Grounds Management Scope of Work “Tools and Equipment” requirement is comprehensive, in that the Contractor must supply all landscape care equipment, consumed supplies, and engine fuel necessary to perform the contract. Contractor will have use of installed irrigation systems.

*** END OF ADDENDUM ONE ***