

**REQUEST FOR PROPOSAL**

**Custodial Services**

Sealed proposals from qualified Contractors will be received by Henry County Schools, Administrative Office Annex, 396 Tomlinson Street, McDonough, GA 30253 until 3:00PM, prevailing time, Friday, March 22, 2013, for Custodial Services for Henry County Schools, Henry County, Georgia 30253. At the time and place noted above, the proposals for the custodial services will be publicly received and officially acknowledged.

All Contractors submitting a proposal are required to attend the Pre-Proposal Conference to be held March 12, 2013, at 2:00PM, at the Henry County Schools, Administrative Annex, 396 Tomlinson Street, McDonough, GA 30253. The pre-proposal conference will include visiting three (3) of the facilities**.** A roster containing the names of all those contractors attending the conference will be compiled and verification of a Contractor’s attendance at the conference will be required before acceptance of his/her proposal. **Proposals from Contractors not attending the Pre-Proposal Conference will not be accepted.**

Proposal documents may be obtained at the office of Henry County Schools Facilities & Maintenance Department, 396 Tomlinson Street, McDonough, GA 30253. Contractors must register when documents are requested so a complete record of documents can be maintained for any addendum(s) that may be published. **Only a proposal submitted by a Contractor on record with Henry County Schools as having received the proposal documents will be accepted.**

The Proposal must be submitted to Henry County Schools, Attention: Mr. Allen Guimarin, 396 Tomlinson Street, McDonough, Georgia, 30253 no later than the date and time noted above. Each proposal must be submitted in a sealed envelope **with the** **project name,** **company name, opening date and time clearly printed on the outside of the envelope.** Any proposal received after the designated date/time, will be deemed late and will not be considered by Henry County Schools (HCS). **Faxed or emailed proposals will not be accepted. *Note:*** If you submit more than one (1) proposal at a time, please return each in a separate envelope.

Proposal pricing must include the total obligation for the proposal including fees, expenses and related costs. Delivery and/or installation requirements will be as specified in the General Terms and Conditions. Prices quoted MUST remain firm for the requested Contract term. Purchases by HCS are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.

Prices will not be the sole determinant for the award. Proposals (RFP) will be evaluated based upon criteria formulated around best value, which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply services or commodities. A contract will be awarded to the lowest responsive and responsible Contractor whose proposal meets the requirements, specifications and contract terms contained in the RFP.

No proposal may be withdrawn for a period of 60 days after time has been called on date of submission. Proposals must be accompanied by a Bid Bond in an amount not less than 5% of the First Year Cost. The Owner reserves the right to reject any or all bids and to waive technicalities.

For questions regarding the proposal, contact Allen Guimarin, Executive Director of Facilities & Maintenance, at 770-957-1891 or allen.guimarin@henry.k12.ga.us

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1. **Introduction**
   1. Purpose of Procurement

The purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified Contractor to provide custodial services for Henry County Schools.

* 1. Proposal Certification

Henry County Schools has determined that the use of competitive sealed bidding will not be practical or advantageous to the school system in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals will be submitted in response to this RFP in the same manner as competitive sealed bids. All proposals submitted pursuant to this request shall be made in accordance with the instructions and specifications set forth herein.

Definition of Parties: Henry County Schools will hereinafter be referred to as “HCS”. Respondents to the RFP shall be referred to as “Contractors”. The Contractor to whom the contract is awarded shall be referred to as the “Contractor”.

* 1. Background

HCS currently uses in-house personnel for custodial cleaning services. However, because we continue to face significant funding cuts; we are seeking proposals from qualified Contractors to evaluate the possibility of outsourcing these services.

Henry County Schools is an urban public school district comprised of 29 elementary, 11 middle, 9 high, 2 specialty schools and county office facilities.

The student population of HCS is approximately 40,000 in grades Pre-K -12. HCS employs approximately 5,000 individuals. Staff is made up of both certified and classified employees.

HCS operates under a fiscal year beginning July 1 and ending June 30. More detailed information regarding HCS can be found on the school system’s website, www.henry.k12.ga.us.

1.4 Scope of Procurement

General cleaning services to include, but is not limited to:

* Empty waste receptacles and replace liners as needed
* Sweep floors and baseboards
* Vacuum carpets
* Dust mop and wet mop floors
* Trash removal
* Clean, sanitize and disinfect: counters, desks, doorknobs, light switches and sinks
* Graffiti removal, as needed
* Hard floor buffing
* Scrub, strip and seal work
* Replenish paper towel, toilet paper, and hand soap dispensers
* Clean walls and partitions and all other contiguous surfaces
* Dust and wash columns, doors, and door frames
* Vacuum upholstered furniture and full rug areas
* Spot clean carpets
* Wash windows
* Acoustical ceiling tiles, materials furnished by HCS
* Clean ceiling areas, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cabinets, bookcases, etc.
* Scrub and foam restrooms
* Snow removal of areas adjacent to the building(s) – walkways and stairs

The services provided by the Contractor shall comply with all applicable state and federal laws, and all Georgia Occupational Safety and EPA regulations, including such established procedures for handling the cleanup of blood borne materials and cleaning industry management standards.

The Contractor will be responsible for supplying cleaning tools, floor finishing equipment, cleaning products, trash can liners, hand soap, toilet tissue, and paper towels. The intent of the outlined specifications is that the schools be kept neat and clean at all times. The specifications should, therefore, be referred to as a guide for, rather than a limitation to, the Contractor to maintain the cleanliness of the schools. All paper products, cleaning products and floor care products shall be submitted, reviewed and approved for use by the HCS Custodial Supervisor.

* 1. Restrictions on Communications with Staff

From the issue date of this RFP until a Contractor is selected and the selection is announced, Contractors are not allowed to communicate for any reason with any Henry County Schools employee except through the Contract Administrator named herein. For violation of this provision, the Henry County Schools shall reserve the right to reject the proposal of the offending Contractor. No questions other than those written will be accepted. No response other than written, will be binding upon HCS.

All questions concerning the RFP must be submitted in writing (fax or email) to the following Contract Administrator:

Allen Guimarin

Executive Director, Facilities & Maintenance

Henry County Schools

396 Tomlinson Street

McDonough, GA 30253

allen.guimarin@henry.k12.ga.us

Fax: 770-898-0461

* 1. Contract Term

The initial contract term is one (1) year, from July 1, 2013 until June 30, 2014. HCS at its option may extend the period of this Contract up to a maximum of four (4), one (1) year options. Renewal will depend upon funding, and Contractor performance. The Contractor shall be notified in writing by HCS of the intent to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**2.0 General Terms and Conditions**

2.1 HCS shall evaluate proposals in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, discussion may be conducted between HCS and any responsive and responsible Contractor who submits a proposal that is determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In conducting any such discussions, HCS shall not disclose any information derived from proposals submitted by competing Contractors. All such discussions shall be conducted by the Executive Director of Facilities & Maintenance, Allen Guimarin, and must be submitted in accordance to the Schedule of Events (Appendix A).

2.2 HCS shall accord Contractors fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

2.3 HCS reserves the right to reject all proposals, to reject any proposal that is non-responsive or not responsible, and to waive technicalities and formalities.

2.4 Any manufacturers listed within this proposal are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. HCS will be the sole determiner as to whether the substituted item is of equal or better specification.

2.5 Contractors are instructed to carefully read all terms, conditions, and specifications set forth in the RFP. Proposal forms must be completed in their entirety. **Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by HCS**. Each Contractor is required to furnish all information requested in the Request for Proposal.

2.6 RFPs issued by HCS are advertised on the HCS website, www.henry.k12.ga.us.Thus, Bidders are advised to view this site regularly for a listing of RFPs.

2.7 All Addenda will be posted on HCS website (www.henry.k12.ga.us). Contractors are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive. Addenda will be e-mailed to all potential Contractors who requested a copy of the RFP. HCS will not be bound by oral responses to inquiries or written responses other and addenda.

**3.0 Scope of Services**

3.1 The Contractor will provide all necessary labor, materials, and equipment to perform said services as described in section 1.4, Appendix J, and the following specifications.

3.2 It is the intent of these specifications to describe janitorial and custodial service requirements for Henry County Schools. The primary objective in maintaining clean conditions is to provide a safe, healthy, and pleasant learning and work environment. This environment must be maintained throughout the building and immediate grounds, in all variations of weather and occupancy. The scope of services includes, but is not limited to, inspecting, surface cleaning, deep cleaning, and reporting. Items such as restrooms, sinks, walls, carpet, windows, vents, doors, furniture and fixtures must be properly and thoroughly cleaned (refer to HCS Minimum Standards – Appendix J).

3.3 Custodians, particularly the day custodian(s), will be required to occasionally perform minor maintenance tasks as needed. These tasks can typically be performed with a hammer, screwdriver (manual and powered), small drill, pliers, plunger, 8 ft. ladder, or adjustable wrench.

3.4 Custodians shall move student and teacher desks, boxes, tables, books and any other item(s) that can be moved by one person using a hand truck or dolly. If lifting is required and the single item weighs or unit id items weigh more than 50 pounds, contact Maintenance for assistance. Assist in receiving and delivering school supplies, furniture and other items to destination locations in each building.

3.4 Any deviation from the specifications must be clearly identified in a letter accompanying the proposal. The furnishing of cuts, catalogs, or printed descriptions will not relieve the Contractor of this requirement. HCS shall determine in its sole discretion whethersubstitution or modifications of the requested specifications are comparable to those contained within the RFP. If HCS determines that the modifications or deviations from the specifications are not in compliance, it may reject the proposal.

**4.0 Personnel**

4.1 All Contractors shall submit as part of their proposal a staffing chart for each facility. The staffing chart shall include the number of personnel to be utilized in the performance of this Contract. The Contractor shall provide hourly pay rates (or pay rate ranges) and a list of benefits offered to all employees that would be assigned to this contract. HCS reserves the right to audit payroll records and/or time cards of the Contractor and its employees.

4.2 The awarded Contractor will be required to provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under this contract. The Contractor shall perform the services set forth in this Contract at time periods as approved by HCS Custodial Supervisor. Safety of student and staff and unimpeded delivery of the instructional programs will determine the authorized work periods.

4.3 The Contractor will provide HCS current custodial employees a preferential opportunity to be employed by their company at market value and with provider benefits. As HCS employees retire or seek other opportunities, all future employees assigned to HCS must meet the following requirements. They must be:

* At least 18 years of age
* U.S. citizen or authorized to work in the U.S.
* Minimum high school diploma or GED
* Completion of criminal background check including finger-printing and GCIC and NCIC results, and then on a 5-year rotation thereafter.
* Able to read, write, and speak English fluently, and to use courteous language
* Able to inspect, see, and report maintenance needs to the Project Manager/Supervisor and/or to the building principal
* Able to interact positively and appropriately with students, school employees, and the public. This shall especially apply to the head custodians.
* Able to productively work with minimal supervision
* Competent persons who are well trained in the area of work assigned
* Alcohol and drug free when arriving for and while on duty. Contractor’s employees are prohibited from the manufacturing of, being in possession of; using, distributing, or dispensing of any controlled substance, including alcohol, while on HCS property
* Contractor’s employees are prohibited from possessing and using any tobacco products while on HCS property.
* Punctual
* Well groomed and in uniform (provided by the contractor with the Company’s name clearly visible on the front of the uniform)

Note: English may be the employee’s first or second language. Because of the need to communicate with English speaking students, staff, vendors, and community members, all employees must be able to read, write, and speak conversational English. Current HCS custodial employees that do not meet this requirement are exempt.

4.4 All employees of the Contractor are to present themselves in an appropriate manner and in attire consistent with HCS policies and administrative guidelines. HCS reserves the right to seek removal of a contract employee whose moral conduct, behavior, health habits, or appearance are unsatisfactory. In addition, HCS reserves the right to request that the Contractor remove any employee from the Contract for unsatisfactory performance. If HCS Custodial Supervisor notifies the Contractor in writing that any of the Contractor’s employees assigned to HCS are incompetent, disorderly, or otherwise unsatisfactory, the Contractor will remove such employee within one (1) shift and will not again assign that employee to work in HCS schools/buildings without the written consent of HCS Custodial Supervisor.

4.5 At no time shall the Contractor’s personnel do any of the following:

* Allow custodial closets to be open and unattended
* Allow products or equipment to be unattended
* Congregate or have food/drink in unauthorized areas
* Disturb papers on desks, open drawers or cabinets, use telephones or computers or tamper with personal property owned by HCS, staff or students, which has not been allowed for their use
* Leave lights on or doors open in unattended sections of the facility
* Play radios, or other similar devices, at a volume that is audible in other areas of the building
* Smoke or use any tobacco products on HCS property
* Sell or handle money for ala carte food sales
* Bus Duty or Car Rider Duty
* Handling or supervision of students
* Leaving work sites for errands
* Monitoring students for testing
* Performing office duties

4.6 The Contractor must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice, to ensure that HCS is adequately staffed in the event of illness or injury.

4.7 The Contractor is required to inform the building principal and HCS designee when there will be a change of employees for absence purposes.

4.8 The Contractor must inform the HCS Custodial Supervisor and the building principal at least 48 hours before new employees are placed in any school in HCS. Notification shall include the name, current address and contact information of the proposed employee. HCS reserves the right to perform independent background checks on all of the Contractor’s employees consistent with applicable laws.

4.9 It is the Contractor’s responsibility to maintain the standard of cleanliness specified in the Contract and to provide sufficient personnel to ensure that the requirements are met and that each building is effectively cleaned on a daily basis.

4.10 It is mutually agreed that the Contractor is an independent Contractor and not an agent of HCS, and as such the Contractor shall not be entitled to any HCS employment benefits, such as, but not limited to, vacation, sick leave, insurance, workman’s compensation, or pension and retirement benefits.

4.11 Subcontracting shall NOT be permitted. All technicians, operators, supervisors and other employees performing, managing or supervising the work done on Henry County Schools property must be bona fide employees of the Contractor.

**5.0 Extra-Curricular, After School and Weekend Activities**

5.1 The Contractor will be responsible to assist with furniture setup and breakdown (when appropriate) for extra curricula activity needs, sporting events, scheduled meetings, graduations or rental agreements that occur at school sites. At the middle and high schools these events are numerous and may occur after school hours. At the elementary schools, the Contractor shall coordinate cleaning schedules with the After-School Enrichment Program.

5.2 Scheduled use of the buildings on the weekend may occur. This is relatively common for the high school sites. The Contractor will be responsible to open and prepare the buildings for scheduled use on a Saturday or Sunday. These scheduled events may be related to HCS rental agreements or administrative and staff needs.

5.3 Periodic special events will require the Contractor to modify the cleaning schedule to accomplish setup and breakdown of those special events (i.e. parent teacher conferences, award ceremonies, home sports games, etc.). The Contractor may choose to schedule support clean up on the day after the event if the delaying of the cleanup does not detract or interfere with the overall look or environment of the school facility.

5.4 Hours of service for events that extend outside of the regular schedule must be invoiced by the Contractor separately from the monthly contract fee and will be mutually agreed upon prior to the event utilizing the hourly rates in the proposal. Itemized bills should include the date of the service, hours worked, the employees who worked and the HCS Custodial Supervisor who approved the service. Such billing must be submitted under separate invoice but at the same time as the base contract invoice for the month within which the service was provided.

**6.0 Scheduling**

6.1 Contractors shall submit proposed work schedules that will accommodate the daily, evening, and after school needs of HCS.

6.2 HCS is closed on, and the Contractor is not required to provide cleaning or other services on the following holidays: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The buildings are expected to be clean and ready for school the next business day after a school holiday.

6.3 HCS reserves the right to change any and all of the work scheduled with advance notice to the Contractor.

6.4 The Contractor shall notify HCS immediately of conditions which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor shall notify HCS Custodial Supervisor in advance of any condition or situation which will affect the performance of the work under this Contract. In either case, the Contractor shall communicate how the affected work will be rescheduled.

6.5 Scheduled breaks and summer cleaning shall be coordinated with the HCS Custodial Supervisor. The schedule is to be developed with the goal of minimizing interference with any scheduled instructional activities or with contracted work being performed by others.

**7.0 General Provisions**

7.1 Asbestos

Many HCS school facilities have recently been renovated, and therefore have had full asbestos abatement. However, some schools include asbestos containing building materials. Some of the most common locations include old floor tile, old HVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls.

Each school has, and the HCS Maintenance Dept. has, a copy of the asbestos management plan for each school. These are available for public inspection. All of the Contractor’s employees assigned to these HCS facilities must have asbestos training in accordance with AHERA Rule 763.92(a)(1) and (2) and Rule 763.94. Contractor shall provide verification that employees have completed the required minimum two hours of awareness training within 60 days of commencement of contract.

7.2 Billing/Payments

Custodial services are to be billed in 12 equal monthly payments based on the total annual lump sum cost as agreed upon by both parties prior to signing of the Contract. Invoices must itemize charges of labor for each school. Invoices shall be submitted to:

Henry County Schools

Facilities & Maintenance

396 Tomlinson Street

McDonough, GA 30253

Payment will be made after Contractor’s submittal of a proper invoice. One check will be issued per month. Payment will be made on a net 30 day basis unless early payment discount terms are offered and accepted.

Any work outside the scope of these specifications must be approved and assigned in advance by HCS Custodial Supervisor. Invoices for additional work must include the date and time of the work, the name of the school/facility, the type of work performed, the number of hours worked, and the name of the authorized HCS person who approved the work to be performed. Invoices for additional work performed are to be sent to the established billing address along with the regular monthly invoice for processing but are not to be included on the regular monthly invoice.

7.3 Building Opening and Closing

The Contractor’s employees may be asked to lock or unlock specific doors at the times specified by HCS designee or building principal. As needed, Contractor employees will be asked to assist with lock downs and fire drills.

The Contractor is responsible for the security of the building during the cleaning operation. The Contractor shall secure the building at the end of each shift and set the alarm (secure all doors, turn off all but designated lights, and secure all windows). Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be relocked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not in use.

If the Contractor fails to properly secure any building, a non-compliance penalty as provided in the Deductions and Penalties section of this RFP shall be applied and shall be deducted from the next month’s payment.

During the opening, closing and cleaning of the building, the Contractor shall not in any way disconnect, cover, block, change the angle of or clean any of the surveillance cameras located in the building.

7.4 Communication with Principals

One of the Contractor’s most important customers will be the building principals. To ensure customer satisfaction, the Contractor’s employees will be required to maintain regular, open communication with the building principals. Contractor shall accommodate reasonable requests from principals or the HCS Custodial Supervisor.

7.5 Emergency Contacts

Communication is critical when maintaining multiple school campuses. The Contractor will be responsible to provide the HCS Custodial Supervisor with an emergency contact person and telephone number for each set of building workers.

If the need arises for HCS Custodial Supervisor to contact one of the Contractor’s employees at a large site, there must also be a system in place to accomplish this task. HCS will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact contract personnel at all HCS locations.

7.6 Energy Conservation

Every effort shall be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating.

7.7 Equipment, Tools, and Cleaning Supplies

It will be the Contractor’s responsibility to ensure that its employees use the equipment, tools, and supplies in a safe and orderly manner and in accordance with the manufacturer’s instructions and guidelines and within all local, state, and federal regulations. Provide Green Sealed compliant paper products, cleaning products and floor care products. Propane and gas-powered equipment is prohibited for use inside school buildings.

7.8 Government Regulations and District Policies

The Contractor must have a complete working knowledge of, and must comply with, all of the following:

* Asbestos Hazard Emergency Response (AHERA) regulations
* All other applicable federal, state, and local laws, codes, and regulations

7.9 Hazardous Substances

The Contractor will ensure that any substances defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws.

7.10 Property Damage

The Contractor shall immediately inform the applicable principal and HCS Custodial Supervisor of any vandalism, evidence of attempts to force entry, and all other damages to any buildings. The Contractor’s employees shall report, in writing, any items that require maintenance or repair that are discovered during the execution of this Contract. At the end of each cleaning day, the Contractor shall provide in writing to the applicable principal and to the HCS Custodial Supervisor, a list of each item that requires maintenance or repair to the facility.

7.11 Number and Gender

Any reference in this RFP to the singular includes the plural where appropriate, and any reference in this RFP to the masculine gender includes the feminine and neuter genders where appropriate.

7.12 Construction Coordination

HCS has an on-going SPLOST Building Construction Program that includes building additions and/ or modifications and renovations at all of the school facilities during the next five (5) years. Many of these renovations will include replacement and changes to existing wall and floor finishes as well as other modifications. The Contractor shall coordinate with the HCS SPLOST Building Construction Program to revise, adjust and modify cleaning schedules, cleaning products and cleaning equipment as needed to accommodate the SPLOST Building Construction Program.

**8.0 Insurance Requirements**

The Contractor agrees that, prior to the beginning of any work by the Contractor or any Subcontractor, as the case may be; the Contractor is responsible for and will furnish, upon request, the following to HCS.

* Workers Compensation Insurance Certificate:

A certificate from insurance company showing a policy of Worker’s Compensation Insurance in any amount which fully complies with the statutory requirements of the State of Georgia and which includes $1,000,000 employer’s liability or a certificate from Georgia Workmen’s Compensation Board showing Contractor as being an approved self-insured.

* Commercial General Liability and Property Damage Insurance Certificate:

A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least $1,000,000/2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. Personal Injury, including death – minimum limits of $1,000,000 for each person and $2,000,000 for each accident. Property Damage - minimum limits of $1,000,000 for each accident and $2,000,000 for aggregate of operations (annual).

* Business Automobile Insurance:

A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of $1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

Disposition: Certificate of insurance must be sent to HCS prior to commencement of work. See the following endorsement required on this certificate.

* The Contractor’s policies will be primary, non-contributory, and Occurrence based. The insurer shall waive all rights of subrogation and contribution it may have against HCS, its officers, employees and agents, and their respective insurers. The policy shall name HCS as an additional insured in accordance with standard ISO additional insured endorsement form (CG2010(1185) or equivalent language.

All insurance policies shall be with carriers licensed to do business in the State of Georgia, and carry an AM Best rating of “A” or better.

**9.0 Key and Alarm Codes**

9.1 HCS shall provide the Contractor with keys and alarm codes for each school and support building. Keys and alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Contractor to new employees.

9.2 Notification to HCS shall be immediate with the reassignment or termination of any individual who has been assigned an alarm code.

9.3 At no time shall copies be made of any keys issued. If additional copies are needed, the Contractor must obtain keys from HCS.

9.3.a Key Replacement – There will be a $50.00 charge for the replacement of any lost or stolen key.

9.3.b. Lost Keys – all lost building keys assigned to the Contractor or to any of the Contractor’s employees, (whether interior or exterior keys), must be reported to HCS Custodial Supervisor within 24 hours of discovery of the loss.

9.3.c. Re-Keying of Locks – If HCS deems it necessary to re-key any locks due to inadequate key control/management by the Contractor, the cost will be deducted from the monthly payment. This includes the cost of door core replacement.

9.3.d. Security of Keys – The Contractor is prohibited from lending HCS building keys to anyone. The Contractor and its employees are also prohibited from leaving key rings in closets or lying on custodial carts, or otherwise out of their possession. Each instance of HCS-observed non-compliance will result in a non-compliance penalty of $50.00.

9.3.e. Termination of Contract - All keys assigned to a Contractor’s employee shall be returned to HCS designee when his/her services in the assigned school ends. All keys shall be returned to HCS Custodial Supervisor at the termination of this Contract.

1. **Licenses and Permits**

The Contractor shall obtain at its own expense any necessary licenses and permits to provide the services specified in this Contract.

1. **Performance Bond**

The Contractor awarded the proposal will be required to furnish the District with a satisfactory performance bond. The purpose of the performance bond requirement is to secure the faithful performance of the RFP/Contract specifications and to financially protect the District against the cost to hire a different Contractor to fulfill the Contract requirements unfulfilled by the original Contractor.

**12.0 Prices Quoted**

12.1 The prices proposed by the Contractor shall include all fees, expenses, charges for labor, insurance, taxes, overhead, profit, and any other related costs.

12.2 The prices proposed by the Contractor shall remain firm for the first three years of the Contract. If the Contract is extended beyond the three years, the Contractor agrees not to increase labor, supply, or equipment at a rate that is higher than the change in the Consumers Price Index – All Urban Consumers provided by the U.S. Census Bureau as follows:

Year 1 – Amount specified in proposal

Year 2 – Amount specified in proposal

Year 3 – Amount specified in proposal

Year 4 – Subject to negotiation

Year 5 – Subject to negotiation

12.3 HCS will not consider any other price increases during the term of the Contract (including extensions), unless one or more of the following occur:

* HCS requests a change in the scope of the project, the cost of which exceeds five percent (5%) of the total Contract price.
* When HCS significantly increases the cleaning frequency requirements or a federally mandated minimum wage increase is enacted during the term of this Contract.

If this occurs, the Contractor will have the option to negotiate the amount necessary to cover the increased payroll costs. Any requested increase must be justified by a copy of the current payroll identifying those employees who are below the new minimum wage standards and the amount required to enable them to meet the new minimum wage standards. The Contractor shall notify HCS in writing at least 90 calendar days before any price increase is to start.

12.4 If HCS closes a building during the term of this Contract, the Contract will be reduced by the amount proposed on the submittal form. If HCS opens a new school facility or increases the system square footage the Contract may be increased by the amount proposed on the submittal form.

12.5 If HCS reduces the scope of the work by more than 30,000 square feet system-wide during the Contract period, the Contract price shall be reduced proportionally. Additionally, HCS reserves the right to negotiate reductions in frequency and or scope to reduce costs if it deems necessary. Such reductions shall be agreed upon by both parties.

12.6 Prices may not be the sole determinant for the award. Proposals (RFP) will be evaluated based upon criteria formulated around best value, which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply services or commodities. A contract will be awarded to the lowest responsive and responsible Contractor whose proposal meets the requirements, specifications and contract terms contained in the RFP.

12.7 If there is a discrepancy between the unit price bid and the extension, the unit price shall govern. Contractors shall not be allowed to take advantage of errors, omission or discrepancies in the specifications.

1. **Quality Control Inspections**

13.1 The Contractor’s Project Manager/Supervisor, HCS Custodial Supervisor, and other personnel as deemed appropriate by HCS Custodial Supervisor will perform periodic inspections of each school to ensure:

* tasks are completed according to the approved cleaning standards and frequency requirements,
* that the quality of work is satisfactory, and
* the Contractor’s compliance with other terms of the Contract.

13.2 In addition, an inspection of all schools will be conducted prior to each school year. This requirement is not intended to limit the Contractor’s responsibility to inspect or control his own work, nor does it limit HCS right to inspect any building at any time. Inspections are to be conducted with the HCS Custodial Supervisor and other personnel as deemed appropriate by HCS Custodial Supervisor. The Contract Project Manager/Supervisor will use the required inspection forms or pre-printed forms mutually agreed upon between HCS and the Contractor.

13.3 Upon completion of each inspection, the Contractor will provide a copy of the inspection form to HCS Custodial Supervisor during the inspection before leaving the school. The HCS Superintendent, the HCS Custodial Supervisor, and the principals may also periodically inspect the schools and may report any deficiencies and unsatisfactory performance to the Contractor. The Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the opinion of the HCS Custodial Supervisor, to correct unsatisfactory performance to conduct school activities in a clean and safe environment, all costs incurred by HCS to correct the deficiencies will be deducted from the monthly payment to the Contractor.

1. **Record Keeping Requirements and Safety**
   1. HCS shall maintain all required OSHA records. Should the Contractor have occasions to bring any new chemicals onsite, the Contractor must receive pre-approval by the HCS Custodial Supervisor and provide one copy of the Material Safety Data Sheets (MSDS) to the HCS Custodial Supervisor.
   2. The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to OSHA and the Right-to-Know.
   3. The Contractor shall also be responsible and liable for the safety, injury, and health of its personnel while its employees are performing services for HCS.
2. **School Times and Calendar**

The regular occupancy hours for elementary schools is 7:45AM–2:25PM, M-F; middle schools is

8:55AM-4:05PM, M-F, and the high schools is 8:15AM-3:25PM, M-F. The 2013-2014 school

calendar is included in Appendix L.

1. **Snow and Ice Management**

The Contractor will be responsible for clearing snow and ice, and for distributing ice melt around doorway entrances and on all sidewalks on HCS property. When snow continues to fall and/or ice builds up on the sidewalks, custodial staff may be required to clear sidewalks leading to the building entrances as needed to assure maximum safety for building users.

1. **Deductions and Penalties**

17.1 If one or more schools are closed for more than three consecutive work days for “Acts of God”, building renovations, and/or a problem with the building, the HCS Custodial Supervisor may request that cleaning services be temporarily suspended in the applicable school(s). If this occurs, the HCS bill for that month will be reduced by 1/20th for each day of work that cleaning services are cancelled in the applicable school(s). If any such service reductions can be reasonably anticipated by the HCS, the HCS Custodial Supervisor will provide as much lead time to the Contractor as possible.

* 1. If HCS is assessed any fines for OSHA violations arising out of these Contract services and attributable to the Contractor, the Contractor shall reimburse HCS for these fines by commensurately reducing the charges on the monthly invoice.
  2. If the Contractor uses chemicals or methods that damages HCS property and/or health of staff and students, the Contractor shall pay for the property’s replacement and provide insurance coverage for health liabilities. This includes chemicals used for unauthorized pest management. For damages to health or property that are shown to have been the result of Contractor negligence, a deduction in the amount of the damages will be made on the next month’s invoice.
  3. Please refer to Exhibit N for list of Deductions & Penalties.

**18.0 Special Terms and Conditions**

18.1 Presentations may be requested by Contractors deemed by HCS to be the best suited among those submitting proposals on the basis of the selection criteria. Determination of best suited candidates will be at the sole discretion of HCS and HCS decision shall be final. After presentations have been completed, HCS may select the Contractor which, in its opinion, has submitted the proposal that is the most responsive and responsible.

18.2 HCS reserves the right to review, test and approve the brand of toilet tissue used throughout the term of the Contract. All proposed products must be environmentally friendly and safe for all standard sewer and septic systems.

18.3 If awarded Contractor chooses to replace existing hand, paper towel, and soap dispensers to a brand of their choice, any newly installed dispensers must be ‘generic’ dispensers that will accommodate a wide variety of cleaning chemicals/paper products. Dispensers shall be reviewed and approved by the HCS Custodial Supervisor.

18.4 Should the Contractor desire to purchase any of the existing custodial equipment, HCS is prepared to negotiate fair pricing of said equipment.

18.5 With the exception of the School Nutrition Program, the Contractor will be responsible for supplying all cleaning tools, floor finishing equipment, cleaning products, trash can liners, hand soap, toilet tissue, and paper towels. Reviewed and approved by the HCS Custodial Supervisor.

18.6 Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process. HCS does not assume any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of this RFP.

**19.0 Proposal Submission**

19.1 Organization of Proposal

The Contractor’s proposal in response to this RFP must be organized as follows and appropriately labeled and tabbed. Proposals must be sealed and identified: Henry County Schools, Custodial Services RFP, Company Name, March 22, 2013, 3:00PM.

**Tab 1- Company History and Ability to meet all Service Requirements (5 points)**

1. Submit cover letter and introduce company detailing the acceptance of requirements and policies stated within the RFP. The cover letter should be signed by a representative authorized to legally bind the firm.

2. Acknowledge receipt of any addendum(s).

3. How long in business (submit date organized).

4. Submit the number of employees currently on payroll, average hourly rate and benefits.

5. Submit a summary of understanding of the requirements, management practices, and capabilities of training Contractor’s employees. Summary should outline the Contractor’s ability to meet the physical responsibility requirements

6. Submit Contractor E-Verify Affidavit and Agreement, Appendix G

7. Submit Subcontractor E-Verify Affidavit, if applicable, Appendix H

8. Submit Certificate of Non-Collusion, Appendix L

**Tab 2- Company Record of Performance & Experience (15 points)**

1. Submit K-12 experience with projects of similar size and scope. Appendix C-Reference Form

2. Identify all clients that you have provided services for over the past thirty six (36) months. The client list should include the following: company name, mailing address, contact name, telephone number, project scope, project value and dates of service.

3. Submit Bidder/ Contractor Data Sheet, Appendix B

**Tab 3- Training, Qualifications and Experience of Employees (10 points)**

1. Submit name(s), resume, experience, training and qualifications of all contract administrators, supervisors, managers, and lead workers who will be assigned to this contract. Include copy of diploma or GED.

2. Submit training program, new and ongoing training.

**Tab 4- Cost (50 points)**

1. Submit costs on the enclosed Financial Information Form- Appendix F.

2. Submit Bid Bond.

**Tab 5- Annual Report or Financial Statement (5 points)**

1. Submit a copy of current annual report or financial statement prepared by a Certified Public Accountant or submit a statement that such information shall be available if chosen for an interview with the Evaluation Committee.

2. Completed Form W-9, Request for Taxpayer ID Number

**Tab 6- Management Plan (15 points)**

1. Submit a complete plan of management, organization, number of custodians per location and detailed duties including time schedule for each manager(s) and custodian(s). Reference paragraph 4.1 and Appendix K

2. Submit pay rate and benefits schedule for each manager(s) and custodian(s).

3. Submit a list of the equipment to be used in the contract. Include a picture and specification sheet of each equipment item listed.

4. Submit a list of supplies and chemicals to be used in the contract.

5. Submit technique used for cleaning each type of floor surface.

6. Submit sample copy of Inspection(s) Report(s)

**Tab 7**- Contractor’s exceptions (Appendix G) **(0 points)**

**Tab 8**- Additional information not requested **(0 points)**

19.2 Number of Copies to Submit

* 1 original and 2 copies

**20.0 Evaluation Criteria and Process**

20.1 All proposals will be received by the Executive Director of Facilities & Maintenance to ensure that RFP requirements have been met.

20.2 The Evaluation Committee comprised of the Asst. Supt. of Financial Services, Asst. Supt. of Administrative Services, Executive Director of Facilities & Maintenance, and HCS Custodial Supervisor will then review all Technical Proposals to determine which meet and/or exceed our needs.

20.3 The Evaluation Committee will then review all Proposals to determine which are in the best interest of HCS and score and rank them accordingly.

20.4 From the evaluation scores, the apparent successful Contractor will be identified. A recap of all proposals will be posted on our website and all Contractors will be notified via email.

**21.0 Bidder’s Evidence of Responsibility**

HCS reserves the right to require any financial information from a Contractor, including but not limited to financial statement and/or Dun and Bradstreet rating from any Contractor who submits a proposal. The Contractor must submit a current financial statement and/or Dun and Bradstreet rating within 24 hours after notification of such requirement.

**22.0 Bid Security**

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the base bid (excluding all alternates) for the first year of the contract made payable to Henry County Board of Education. This security is required as a guarantee that the Contractor will do all of the following within thirty (30) business days of the bid award.

* Furnish a satisfactory performance bond, if required
* Provide required insurance documents
* Enter into a Contract to provide the services specified in this RFP
* Meet school safety requirements

If the selected Contractor fails to complete the requirements set forth in the previous paragraph, the bid security will be forfeited to HCS.

Bid bonds received from all Contractors except the Contractor awarded the Contract will be refunded within ten (10) business days after execution of the Contract. The bid bond of the Contractor awarded the Contract will be returned within ten (10) business days after the Contractor awarded this Contract has met the above listed conditions.

**23.0 Contract**

23.1 This RFP, the Contractor’s submitted proposal, and the Contract constitutes the entire agreement between HCS and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. The Contract may not be modified except in writing signed by both parties.

23.2 Included in this RFP as Appendix D is a copy of the Contract (“Contract”).

23.3 In submitting bids or proposals, a Contractor may object to any contractual term. If a Contractor objects to a contractual term, the Contractor must give the basis of the objection and submit proposed alternative language, if appropriate. An objection, should one exist, is called a Contractor’s Exception. The Contractor must submit this information in Exhibit 3 of the Contract, entitled “Contractor’s Exceptions”, Appendix G. HCS will give due consideration to any Contractor Exception. However, if HCS deems the Contractor’s Exception unacceptable, the Contractor’s Exception must be withdrawn or the bid or proposal may be considered non-responsive and rejected.

23.4 If you have questions or comments about the RFP or Contract please email Allen Guimarin, Executive Director of Facilities at allen.guimarin@henry.k12.ga.us All questions must be in writing and any response by HCS will be shared with all parties.

**APPENDIX A**

**SCHEDULE OF EVENTS**

|  |  |
| --- | --- |
| **EVENT** | **DATE** |
| Release of RFP | February 22, 2013 |
| Mandatory Pre-Proposal Meeting and Walk-through  Location: 396 Tomlinson Street, McDonough, GA 30253 | March 12, 2013, beginning at 2:00 p.m. |
| The following school sites will be included in the walk-through:  Henry County High School, 401 E. Tomlinson Street, McDonough, GA 30253  McDonough Elementary School, 330 Tomlinson Street, McDonough, GA 30253  Henry County Schools Administrative Offices, 33 N. Zack Hinton Parkway, McDonough, GA 30253 | |
| Deadline for written questions  Email Questions to: allenguimarin@henry.k12.ga.us | March 14, 2013, 5:00 p.m. |
| Questions & Answers posted on our webpage  www.henry.k12.ga.us | March 15,, 2013, no later than 5:00 p.m. |
| Proposal Due Date | March 22, 2013, 3:00 p.m. |
| Evaluation Period | March 22- March 27, 2013 |
| Projected Contract Award | April 8, 2013 |
| Implementation | July 1, 2013 |

Dates and times listed above may be amended as appropriate by HCS. Potential Contractors should check the website frequently.

**APPENDIX B**

**BIDDER/CONTRACTOR DATA SHEET**

|  |  |
| --- | --- |
| **COMPANY OR BUSINESS NAME** |  |
| **COMPANY ADDRESS** |  |
|  |  |
| **TELEPHONE NUMBER** |  |
| **TAXPAYER IDENTIFICATION NUMBER(S)** |  |
|  | **CONTRACT ADMINISTRATOR INFORMATION** |
| **NAME** |  |
| **TITLE** |  |
| **ADDRESS** |  |
| **CITY/STATE/ZIP CODE** |  |
| **PHONE** |  |
| **FAX** |  |
| **EMAIL** |  |
| **Remittance Address and Contact Information (*if different from address listed above*)** | |
| **ADDRESS** |  |
| **CITY/STATE/ZIP CODE** |  |
| **PHONE** |  |
| **FAX** |  |
| **CONTACT** |  |

Doing Business As: 🞏 Corporation 🞏 Gov Entity 🞏 Sole Proprietorship 🞏 Partnership

🞏 Individual 🞏 LLC 🞏 Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No. of Years in Business: \_\_\_\_\_\_\_\_\_ Has your business ever defaulted on a contract? 🞏 Yes, 🞏 No

If yes, please explain the circumstances: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify the above information to be correct: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed

**APPENDIX C**

**REFERENCE FORM**

**NOTE: CONTRACTOR MUST HAVE K-12 EXPERIENCE**

|  |
| --- |
| **CLIENT REFERENCE** |
| Contact Name: Phone: |
| School/Company: |
| Similarities in project: |

|  |
| --- |
| **CLIENT REFERENCE** |
| Contact Name: Phone: |
| School/Company: |
| Similarities in project: |

|  |
| --- |
| **CLIENT REFERENCE** |
| Contact Name: Phone: |
| School/Company: |
| Similarities in project: |

**APPENDIX C**

|  |
| --- |
| **CLIENT REFERENCE** |
| Contact Name: Phone: |
| School/Company: |
| Similarities in project: |

|  |
| --- |
| **CLIENT REFERENCE** |
| Contact Name: Phone: |
| School/Company: |
| Similarities in project: |

|  |
| --- |
| **CLIENT REFERENCE** |
| Contact Name: Phone: |
| School/Company: |
| Similarities in project: |

References will be contacted to confirm the Contractor’s abilities and qualifications as stated in the Contractor’s response. HCS may deem the Contractor’s response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

**APPENDIX D**

**CONTRACT FOR**

**CUSTODIAL SERVICES**

**Between:**

**HENRY COUNTY BOARD OF EDUCATION,**

**on behalf of**

**HENRY COUNTY SCHOOL DISTRICT**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_**

**CONTRACT FOR CUSTODIAL SERVICES**

            CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between Henry County Board of Education (“Board”), on behalf of Henry County School District (“HCS”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”).

            In consideration of mutual covenants, Parties agree as follows:

**GENERAL TERMS:**

# **1.         Scope of the Contract**

# Contractor must provide the services, goods or services and goods to the HCS as defined in **Exhibit 1**.  [Describe in Exhibit 1 specific services to be rendered and goods to be delivered including documentation, timeline for delivery and installation, warranties and the like.]

**2.         Payment Terms/ Payment Schedule**

HCS must pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit 2.**  [See standard terms for example of language for payment schedule.]

**3.         Contract Term**

Option One:

This Contract is effective on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (“Effective Date”) and it continues until 12:00 midnight (EST) on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ unless terminated earlier as prohibited by this Contract or by law.

Option Two:

Either party shall have the right to terminate this Contract with 30 days’ notice.

Option Three:

**THIS LANGUAGE MUST BE INCLUDED IN CONTRACTS LASTING FOR MORE THAN 1 YEAR.   The TOTAL OBLIGATION OF THE DISTRICT for each year must be clearly stated.**

**a. Statutory Contract Term/ Automatic Renewal**

In compliance with O.C.G.A § 20-2-506, this Contract continues from the Effective Date until 12:00 midnight (EST) on June 30, 2014, at which time the Contract shall terminate absolutely and without further obligation or penalty on the part of HCS. Unless the HCS resolves by majority vote on or before June 1st of any year to not renew this Contract for the following year, Contract shall automatically renew itself at 12:01 a.m. on July 1, 2014, and at the same time each year thereafter, for one-year terms or to date of expiration if less than one-year term, without further action being required by either party hereto or until this Contract is fully performed or terminated in a manner provided for in this Contract. If HCS resolves or the Superintendent determines, not to renew this Contract, HCS or Superintendent must notify Contractor in writing of the termination. Upon the termination, Contractor must perform all services and deliveries all schools required to be provided through June 30th, and HCS must pay Contractor all fees due for accepted services and accepted goods through June 30th of that year. The terminated contract must not impose any further obligation or penalty on the part of HCS.

b. **Total Obligation**

Pursuant to O.C.G.A § 20-2-506(b), the Contract must contain HCS total financial obligation on the contract for each calendar year of the contract, including any and all calendar years the contract may renew, e.g.:

The total obligation under this Contract is as follows:

2013 $ \_\_\_\_\_\_\_\_\_

2014 $ \_\_\_\_\_\_\_\_\_

2015 $ \_\_\_\_\_\_\_\_\_ etc.

**4.         Dispute Resolution Prior to Legal Action**

Parties’ Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation

In addition to any informal negotiations between the parties, no civil action with respect to any claim arising out of this Contract may be commenced without first giving fourteen (14) calendar days written notice to HCS of the claim and the intent to sue.

Prior to a civil suit, either party may elect to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the claim.  The parties will cooperate in selecting a mediator and in scheduling the mediation in Atlanta, Georgia. The parties will participate in the mediation in good faith and will share equally the cost of mediation.

No party may commence a civil suit with respect to the matters submitted to mediation until after the completion of the initial mediation session or until forty-five (45) calendar days after the date of the delivery of the written demand for mediation to the other party, whichever occurs first.

**5.         Governing Law: Designation of Forum**

The Superior Court of Henry County, Georgia – The Contractor and Surety on any bonds issued to the Henry County Board of Education hereby consent to said Court having jurisdiction over all claims that the Board has against the Contractor and/ or Surety.

**6.         Contract Termination**

**6.1.**      As provided by Georgia law, this Contract will terminate immediately and absolutely if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Board under this contract.

**6.1.a.** The Board reasonably believes that sufficiently legally available funds can be obtained to make all payments due hereunder.

**6.1.b.** The Board must notify the Contractor immediately if funds to meet the Board’s obligations become unavailable.

**6.1.c.** The determination of the Board as to the insufficiency of funds is conclusive.

**6.2.**      In the event that the Contractor breaches any term or condition of this Contract or any other event occurs which demonstrates a reasonable likelihood that the Contractor is unable or unwilling to fulfill its obligations under the Contract, HCS shall be entitled to immediately terminate this Contract.

**6.2.a.** In the alternative, HCS, in its sole discretion, may, upon request from the Contractor, provide the Contractor with ten (10) days written notice that the Contractor may avoid termination of the agreement by curing, to the satisfaction of HCS, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days.

**6.2.b.** The determination of HCS as to the appropriateness of allowing the Contractor an opportunity to cure, and as to the time allowed for any such cure, shall be conclusive, based on consideration of the circumstances of the breach; on the consequences of the breach as to security and other critical aspects of operations, and, on the time constraints existing at the time of such breach.

**6.2.c.** Any allowance by HCS of an opportunity for the Contractor to cure a specific breach shall not operate as a waiver by HCS of its right to refuse such an opportunity to cure in the event of any other breach, and shall not establish any course of dealing or performance between the parties

**6.2.d.** HCS is not required to terminate a contract even though the circumstances permit such an action.

**6.3.** TheBoard may terminate this Contract, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Contract if the Contractor becomes:

**6.3.a.** insolvent;

**6.3.b.** makes a general assignment for the benefit of creditors;

**6.3.c.** files a voluntary petition of bankruptcy;

**6.3.d.** suffers or permits the appointment of a receiver for its business or assets;

**6.3.e.** becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or

**6.3.f.** has wound up or liquidated, voluntarily or otherwise.

**6.4.**  The Board may terminate this Contract, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

**6.5.**      The Board reserves the right to terminate this Contract for any reason upon giving the Contractor thirty (30) days written notice.

**6.5.a.** In the event that the written notice of termination pursuant to this section states that termination is for the convenience of HCS, the Contractor shall be entitled to payment for:

**6.5.a.i.** reasonable costs incurred through the date of notice of termination (not the effective date of termination), and

**6.5.b.ii.** charges for deliverables provided to HCS through the effective date of termination, but only to the extent that funds designated for the deliverables are available to make payment.

**6.6.** Upon the termination for any reason or expiration of this Contract, the Contractor promptly must return to Board all papers, materials and other property of Board then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to the Board.

**7.         Indemnification**

**7.1** Contractor hereby waives and agrees to indemnify and save harmless Board and HCS, its officials, agents, employees, and volunteers (hereinafter collectively referred to as “Indemnities”), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Contract or which may otherwise result therefrom.

**7.2** Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

**7.3**       If any judgment shall be rendered against HCS in any such action, Contractor shall, at his or her own expense, satisfy and discharge the same.

**7.4** Any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

**7.5**       Contractor’s obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Contract by either party for any reason.

**8. Spoliation**

Contractor shall promptly notify of all potential claims that arise from or result from this Contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to HCS the opportunity to review and inspect the evidence, including the scene of any accident.

## 9.         Confidentiality of Student Educational Records

**9.1       Obligation to Maintain Confidentiality**

Contractor shall not:

**9.1 (a)** Disclose Confidential Student Educational Records (as defined in subsection 9.3) to any person or entity except:

**(i)**Those that need to know the Confidential Student Educational Records for the purposes this Contract and agree to be bound by the provisions of this Section; and

**(ii)**In compliance with a lawfully issued subpoena or court order.

**9.1 (b)** Use the Confidential Student Educational Records for any purpose other than the purposes this Contract contemplates.

**9.2.      Return of Confidential Student Educational Records**

Upon the written request by HCS, within thirty (30) calendar days, Contractor must return to HCS or destroy all Confidential Student Educational records. If the Contractor destroys the Confidential Student Educational Records, Contractor must certify that it has done so in writing and deliver that certificate to within thirty (30) calendar days of HCS initial written request for the Contractor to return or destroy all Confidential Student Records.

**9.3.      Definition of Confidential Student Educational Records**

“Confidential Student Educational Records” means those records, files, documents, and other materials which (a) contain information directly related to a student; and (b) are maintained by an educational agency.  ***See***FERPA, 20 U.S.C.A. 1232g and accompanying regulations.

**10.         Georgia Public Records**

**10.1**HCS must comply with the Georgia Open Records Act OCGA 50-18-70 et.seq., (“the Act”) and release public documents as defined by the Act upon request, including this Contract and all records created and maintained in relation to this Contract.

**10.2**      OCGA 50-18-72(a) exempts student educational records which shall be kept confidential as required by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C.A. §1232g and its supporting regulations, Georgia law and Section 9 above.

**10.3**     O.C.G.A. § 50-18-72(f) exempts computer programs and computer software, as defined below, used or maintained in the course of HCS operation are not subject to the Act.

**10.3(a)** “Computer program” means a set of instructions, statements, or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.

**10.3(b)**“Computer software” means one or more computer programs, existing in any form, or any associated operational procedures, manuals, or other documentation.

**11.       Publicity**

HCS does not endorse the goods or services of Contractor. Except for listing HCS as a client during the term of this Contract, news releases or other publicity concerning this Contract must not be made by Contractor without the prior written approval of HCS.

**12.       Drug/Alcohol/Tobacco/Weapons Free Workplace**

**12.1** TheContractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Georgia law and the federal “Drug-Free Schools Act,” during the performance of this Contract while on school premises or at school related functions.

**12.2** Pursuant to OCGA 16-11-127.1, the Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Georgia law, on school property, at school related functions, or within 1,000 feet of school property or school functions.

**12.3** The Contractor and all Subcontractors, if any, also shall adhere to all Board policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions.

**12.4** Failure to comply with this provision may be considered a material breach.

**12.5** TheBoard may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

**13. HCS Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment.**

**13.1** HCS does not discriminate on the race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law in any educational programs or activities or in employment policies and practices.  Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.

**13.2** HCS prohibits unlawful discrimination or harassment including sexual harassment.  Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

**13.3** HCS may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

**14. Contractor and Subcontractor Compliance with Employment Eligibility Verification (OCGA 13-10-91).**

**14.1.** Compliance with the requirements of OCGA 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract;

**14.2.** If the Contractor employs or contracts with any subcontractor(s) in connection with this Contract, the Contractor will secure from the subcontractor(s) such subcontractor(s’) indication of the employee-number category applicable to the subcontractor as shown in sub-section b above;

**14.3.** The Contractor’s compliance with the requirements of OCGA 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the Contractor Affidavit which is attached hereto, marked Exhibit 4 and incorporated within this Contract;

**14.4.** If the Contractor employs or contracts with any subcontractor(s) in connection with this Contract, the Contractor will secure from such subcontractor(s) attestation of the subcontractor(s’) compliance with OCGA 13-10-91 and Rule 300-10-1-.02 by the subcontractor(s’) execution of the subcontractor(s) affidavit attached hereto, marked Exhibit 5 and incorporated within this Contract and shall maintain records of such attestation for inspection by the Board at any time.

**14.4.a.** Such subcontractor(s) affidavit shall become a part of the  
contractor/subcontractor agreement.

**14.5.** All portions of contracts and any incorporated affidavits shall be open for public inspection in this state at reasonable times during normal business hours.

1. **Sales Tax**

**15.1** In accordance with OCGA 48-8-3(1), the Board is exempt from sale~~s~~ and use taxes and shall not pay any sales tax under this Contract.

**15.2** The Board, upon written request, will provide the Contractor with applicable tax exemption certificates.

**16. No Warranty Disclaimer**

**16.1.** The Contractor warrants that its services or goods or both fit the need or purpose of the RFP.

**16.2.** The Contractor shall not disclaim these warranties.

1. **Mutual Limitation on Damages Except for Limited Situations**

No Party shall be liable to another Party for, nor shall the measure of damages:

**17.1.** Include, any consequential, incidental, indirect, punitive or special damages arising out of or relating to its acts or omissions arising from this Contract.

**17.2.** This limitation of liability shall not apply, however, to liability of the Contractor arising from:

**17.2.a.** Personal injury or death;

**17.2.b.** Defect or deficiency caused by willful misconduct or fraud on the part of the Contractor; or

**17.2.c.** Circumstances where the contract expressly provides HCS a right to damages, indemnification or reimbursement.

**18. Assignment of Personnel**

**18.1** All persons assigned to perform the Services under this Contract shall be qualified to perform such Services.

**18.1.a.** Personnel assigned by the Contractor shall have all professional licenses required to perform the Services.

**18.1.b** If HCS believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, HCS shall notify the Contractor in writing and the Contractor shall promptly address the  performance or conduct of such person, or, at HCS’s request, immediately replace such person with another person acceptable to HCS and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

**18.2** The Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Contract.

1. **Survives Termination**

The indemnification obligation of Contractor shall survive termination of the Contract.

1. **Notice**

**20.1     Requirement of a Writing; Permitted Methods of Delivery**

Each party giving any Notice (“Notice”) under this Contract must give written Notice using one of the following methods of delivery:

* personal delivery;
* Registered or Certified Mail (in each case, return receipt requested and postage prepaid); or
* nationally recognized overnight courier (with all fees prepaid.)

**20.2     Addressees**

Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “Addressee”) at the address designated by a party pursuant to this Section.

**20.3     Effectiveness of a Notice**

Notice is effective only if the party giving the Notice has complied with subsections (14.1) and (14.2).

**20.4     Designated Addresses**

Henry County Schools:

33 N. Zack Hinton Parkway

McDonough, GA 30253

Dr. Ethan Hildreth, Superintendent

With copy to:

Mr. Buddy Welch

Smith, Welch, Webb & White

2200 Keys Ferry Court

P.O. Box 10

McDonough, Georgia  30253

Contractor:

With copy to:

1. **Merger and Order of Preference**

**21.1.    Merger**

The Contract is the complete and exclusive expression of the parties’ agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and Contracts between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract.

**21.2     Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both HCS and Contractor attached hereto), the RFP or IFB (including any subsequent addenda), and Contractor’s Response, any inconsistency or conflict shall be resolved as follows:

**21.2(a)** First, by giving preference to the specific provisions of this Contract, any accepted amendments, and Exhibit 1;

**21.2(b)** Second, by giving preference to the specific provisions of the RFP or IFB.

**21.3.    Intent of References to Proposal Documents**

The references to the parties’ obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP, and the Contractor’s Response. The failure of the parties to make reference to the terms of the RFP, or the Contractor’s Response to this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP, and the Contractor’s Response.  The contractual obligations of HCS cannot be implied from the Contractor’s Response.

1. **Amendments and Modifications**

The parties may amend or modify this Contract only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Contract. No other alternations in the terms of this Contract shall be valid or binding.

1. **Waivers**

**23.1.    No Oral Waivers**

The parties may waive any provision in this Contract only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

**23.2.    Effect of Failure, Delay or Course of Dealing**

**23.2(a)** No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under this Contract, and

**23.2(b)** No act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy or condition.

**23.3     Each Waiver for a Specific Purpose**

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated.  A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

1. **Severability**

            If any provision of this Contract is determined to be unenforceable, the remaining provisions of this Contract remain in full force, if the essential terms and conditions of this Contract for each party remain enforceable.

1. **Counterparts**

            The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Contract in the presence of the other parties to this Contract. This Contract is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Contract, a party must produce or account only for the executed counterpart of the party to be charged.

1. **Force Majeure**

            Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party’s failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of HCS, such failure or delay is cause by circumstances beyond the non performing party’s control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances.  This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

1. **Subletting of Contract**

This Contract binds the parties and their respective successors and assignees.  Contractor shall not assign or otherwise dispose of this Contract or any duty(ies), right(s), or responsibility(ies) contemplated in this Contract to any other person without the previous written consent of HCS.

1. **Subcontractors**

Contractor shall not subcontract services or any part of this Contract without the prior written consent of HCS.

1. **Third Party Beneficiaries**

This Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

1. **Number and Gender**

            Any reference in this Contract to the singular includes the plural where appropriate, and any reference in this Contract to the masculine gender includes the feminine and neuter genders where appropriate.

1. **Captions**

            The descriptive headings of the Articles, Sections and subsections of this Contract are for convenience only, do not constitute a part of this Contract, and do not affect this Contract’s construction or interpretation.

1. **Rights and Remedies Cumulative** 
   1. Any enumeration of the Board’s rights and remedies set forth in this Contract is not  
      exhaustive.
   2. The Board’s exercise of any right or remedy under this Contract does not preclude the  
      exercise of any other right or remedy.
   3. All of the Board’s rights and remedies are cumulative and are in addition to any other  
      right or remedy set forth in this Contract, any other agreement between the parties, or  
      which may now or subsequently exist at law or in equity, by statute or otherwise.
2. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Contract, unless the parties agree otherwise in writing.

1. **Relationship Among Parties**

This Contract creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them.  Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as my from time to time be provided by written instrument signed by both parties.

1. **Rules of Construction**

The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Contract, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

**ATTACHMENTS:**

**1. Henry County Schools RFP and Appendix**

**2. Any Addendum(s)**

**3. Contractor’s Proposal**

**IN WITNESS WHEREOF** the parties have executed this Contract on the date first written above.

Henry County Schools                                                   Contractor

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX E**

**TECHNICAL INFORMATION**

Please describe the specific services and/or goods to be provided and the timeline for delivery and installation; including warranties and the like.

**APPENDIX F**

**FINANCIAL INFORMATION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Schools/ Facilities | SF | # of Portables | Monthly Cost  Day Services | Monthly Costs  Night/ Weekend  Scheduled Services | Total Annual Costs  All planned services including  summer & vacation cleaning |
| Austin Road ES | 67,454 | 0 |  |  |  |
| Austin Road MS + Stadium | 114,515 | 0 |  |  |  |
| Bethlehem ES | 99,073 | 0 |  |  |  |
| Cotton Indian ES | 85,452 | 0 |  |  |  |
| Dutchtown ES | 99,073 | 0 |  |  |  |
| Dutchtown HS + Stadium | 273,710 | 0 |  |  |  |
| Dutchtown MS | 131,784 | 0 |  |  |  |
| Eagles Landing HS + Stadium | 186,038 | 3 |  |  |  |
| Eagles Landing MS | 121,004 | 0 |  |  |  |
| East Lake ES | 97,190 | 0 |  |  |  |
| Fairview ES**\*\*** | 82,486 | 0 |  |  |  |
| Flippen ES | 97,215 | 0 |  |  |  |
| Hampton ES\*\* | 65,723 | 0 |  |  |  |
| Hampton MS | 148,914 | 0 |  |  |  |
| Henry County MS**\*\*** | 136,035 | 0 |  |  |  |
| Henry County HS + Stadium + Academy for Advanced Studies | 284,084 | 0 |  |  |  |
| Hickory Flat ES | 97,190 | 0 |  |  |  |
| Locust Grove ES | 62,300 | 9 |  |  |  |
| Locust Grove HS + Stadium | 287,326 | 0 |  |  |  |
| Locust Grove MS | 144,041 | 0 |  |  |  |
| Luella ES | 99,073 | 0 |  |  |  |
| Luella HS + Stadium | 272,367 | 30 |  |  |  |
| Luella MS | 131,662 | 0 |  |  |  |
| **APPENDIX F FINANCIAL INFORMATION** | | | | | |
| Mainstay Academy | 31,788 | 0 |  |  |  |
| McDonough ES | 82,872 | 0 |  |  |  |
| Mt. Carmel ES | 89,000 | 0 |  |  |  |
| New Hope ES | 99,073 | 0 |  |  |  |
| Oakland ES | 85,715 | 0 |  |  |  |
| Ola ES | 114,246 | 0 |  |  |  |
| Ola HS + Stadium | 274,414 | 0 |  |  |  |
| Ola MS | 132,806 | 7 |  |  |  |
| Patrick Henry Academy\*\* | 55,481 | 0 |  |  |  |
| Pates Creek ES | 97,190 | 0 |  |  |  |
| Pleasant Grove ES | 89,000 | 4 |  |  |  |
| Red Oak ES | 97,215 | 0 |  |  |  |
| Rock Spring ES | 99,073 | 0 |  |  |  |
| Rocky Creek ES | 99,073 | 0 |  |  |  |
| Smith Barnes ES | 57,653 | 0 |  |  |  |
| Stockbridge ES | 75,728 | 1 |  |  |  |
| Stockbridge HS + Stadium | 223,853 | 13 |  |  |  |
| Stockbridge MS + Stadium | 143,140 | 0 |  |  |  |
| Timber Ridge ES | 99,073 | 0 |  |  |  |
| Tussahaw ES | 99,073 | 0 |  |  |  |
| Union Grove HS + Stadium | 258,234 | 8 |  |  |  |
| Union Grove MS | 131,658 | 8 |  |  |  |
| Unity Grove ES | 97,215 | 4 |  |  |  |
| Walnut Creek ES | 99,073 | 0 |  |  |  |
| Wesley Lakes ES | 78,555 | 0 |  |  |  |
| Woodland ES | 99,073 | 0 |  |  |  |
| Woodland HS + Stadium | 285,811 | 0 |  |  |  |
| **APPENDIX F FINANCIAL INFORMATION** | | | | | |
| Woodland MS | 132,919 | 0 |  |  |  |
| Administrative Offices | 33,354 | 0 |  |  |  |
| Admin. Annex\*\* | 9,250 | 0 |  |  |  |
| Family Resource House | 1,900 | 0 |  |  |  |
| Henry Education Center | 27,644 | 0 |  |  |  |
| Maintenance Building | 14,150 | 0 |  |  |  |
| Performing Arts Center | 22,558 | 0 |  |  |  |
| Purchasing House | 1,100 | 0 |  |  |  |
| School Nutrition | 2,880 | 0 |  |  |  |
| Student Support | 16,560 | 0 |  |  |  |
| Transportation | 22,699 | 3 |  |  |  |
|  |  |  |  |  |  |
| TOTALS |  |  |  |  |  |

**\*\* Locations with ACBM identified**

All areas are approximate. HCS does not guarantee accuracy for any areas.

Additional pricing to be used for addition and deletion of work from Contract:

Hourly rate for fill-in (48 hrs. notice) $\_\_\_\_\_\_\_\_\_\_ per hour

Hourly rate for fill-in (emergency) $\_\_\_\_\_\_\_\_\_\_ per hour

Cost to clean single portable $\_\_\_\_\_\_\_\_\_\_ each

Cost to clean double portable $\_\_\_\_\_\_\_\_\_\_ each

Min hourly rate for day custodian $\_\_\_\_\_\_\_\_\_\_\_\_ Min hourly rate for day Supervisor $\_\_\_\_\_\_\_\_\_\_\_

Min hourly rate for night custodian $\_\_\_\_\_\_\_\_\_\_\_ Min hourly rate for night Supervisor $\_\_\_\_\_\_\_\_\_\_

Other Cost Comments (provide additional list if required):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX F**

**FINANCIAL INFORMATION**

Please provide the total obligation for the proposal including fees, expenses and related costs.

Year 1 – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Dollars) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year 2 – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Dollars) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year 3 – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Dollars) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Note:*  For the purpose of this Appendix, “fees” means compensation for services or goods; “expenses” means out-of-pocket expenditures; and “costs” means additional expenditures required to complete the Contract.

**APPENDIX G**

**CONTRACTOR’S EXCEPTIONS**

If the Contractor chooses to object to any contractual term, it must submit here in writing the basis of the objection and, if appropriate, proposed alternative language. An objection, should one exist, is called a Contractor Exception. HCS will give due consideration to any objection. If HCS deems the objection unacceptable, the objection must be withdrawn or the bid or proposal may be considered non-responsive and rejected.

**APPENDIX H**

**CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with OCGA 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Henry County Schools has registered with and is participating in a federal work authorization program \* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Henry County Schools, contractor will secure from such subcontractor(s) similar verification of compliance with OCGA 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: Authorized Officer or Agent Date

(Contractor Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

\*As of the effective date of OCGA 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

**APPENDIX I**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with OCGA 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of Contractor) on behalf of Henry County Schools has registered with and is participating in a federal work authorization program \* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: Authorized Officer or Agent Date

(Subcontractor Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

\*As of the effective date of OCGA 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

**APPENDIX J**

**MINIMUM CLEANING STANDARDS**

|  |  |
| --- | --- |
| **ENTRANCES, LOBBIES, RECEPTION, FOYER – Level 2** | **FREQUENCY** |
| Tiled and linoleum floors will be dust mopped and damp mopped/washed | 5 days per week |
| Doormats will be lifted and vacuumed both sides | 5 days per week |
| Carpeted areas will be vacuumed and spot cleaned | 5 days per week |
| Litter receptacles will be emptied and cleaned | 5 days per week |
| Door glass and partition glass will be cleaned both sides | 2 day per week |
| Door glass will be kept free (clean) of stains, marks, etc. | 5 days per week |
| Entrance doorframes, side glass panels and top glass panels will be cleaned | 2 day per week |
| Finger and other marks will be removed from wall to 2m high | 1 day per week |
| Horizontal surfaces will be dusted | 1 day per week |
| Stainless steel kick plates will be cleaned | 1 day per week |
| Exterior garbage containers (within 5m) will be emptied and damp wiped | 5 days per week |

|  |  |
| --- | --- |
| **STAIRS AND LANDINGS – Level 2** | **FREQUENCY** |
| Stairs and landings will be swept and damp mopped/washed | 5 days per week |
| Doors will be kept free of finger marks | 5 days per week |
| Handrails will be dusted and damp wiped | 2 days per week |
| Walls will be spot cleaned to 2m high | 1 day per week |
| Stainless steel kick plates will be cleaned | 1 day per week |

|  |  |
| --- | --- |
| **CORRIDORS, HALLWAYS – Level 2** | **FREQUENCY** |
| Tiled and linoleum floors will be dust mopped and damp mopped | 5 days per week |
| Carpeted floors will be vacuumed and spot cleaned | 5 days per week |
| Horizontal surfaces will be dusted | 1 day per week |
| Waste receptacles will be emptied and cleaned | 5 days per week |
| Drinking fountains will be cleaned | 5 days per week |
| Walls will be spot cleaned to 2m high | 1 day per week |
| Tiled and linoleum floors will be sprayed and buffed | 2 day per week |
| Door glass and partition glass will be completely cleaned both sides | 2 day per month |

|  |  |
| --- | --- |
| **ELEVATORS – Level 1** | **FREQUENCY** |
| Floors will be dust mopped and damp mopped/washed | 5 days per week |
| Doors and wall will be kept free of marks | 5 days per week |
| Glass ceiling panels will be cleaned | 1 day per month |
| Stainless steel panels will be polished | 1 day per week |

|  |  |
| --- | --- |
| **LOUNGES, WORKROOMS – Level 2** | **FREQUENCY** |
| Supplies will be replenished | 5 days per week |
| Upholstered furniture will be vacuumed | 1 day per week |
| Tables will be damp wiped | 5 days per week |
| Wastebaskets and recycling bins will be emptied and cleaned | 5 days per week |
| Walls will be spot cleaned to 2m high | 1 day per week |
| Chairs will be damp wiped | 2 days per week |
| Carpet will be vacuumed and spot cleaned | 5 days per week |
| Stainless steel sinks and counters will be cleaned | 5 days per week |

|  |  |
| --- | --- |
| **RESTROOMS, SHOWERS, LOCKER ROOMS – Level 1** | **FREQUENCY** |
| All fixtures will be cleaned, i.e. bowls, urinals, basins, mirrors, chrome surfaces and interface | 5 days per week |
| Waste receptacles will be emptied and cleaned | 5 days per week |
| All supplies will be replenished | 5 days per week |
| Walls will be spot cleaned to a height of 2m | 5 days per week |
| Walls will be washed floor to ceiling, showers | 3 days per week |
| Toilet partitions will be damp wiped | 3 days per week |
| Floors will be swept and washed | 5 days per week |
| Floor drains will be primed | 1 day per week |
| Walls and toilet partitions will be kept free of graffiti | 5 days per week |
| Floor drains will be cleaned and floor drain lids lifted and cleaned | 1 day per month |

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| **MEDIA CENTERS – Level 2** | **FREQUENCY** |
| Carpets vacuumed throughout and spot cleaned | 5 days per week |
| Tile and linoleum floors dust mopped and damp mopped | 5 days per week |
| Wastebaskets and recycling bins will be emptied and cleaned | 5 days per week |
| Desks, counters, sills, and ledges dusted | 3 days per week |
| Doors, door glass and any partition glass cleaned | 2 days per week |
| Lighting fixtures dusted | 1 day per month |
| Walls, stairwells, railings, landings spot cleaned to 2m | 1 day per week |

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| **CAFETERIA SEATING AND CIRCULATION AREAS – Level 1** | **FREQUENCY** |
| Floors will be swept and damp mopped/washed | 5 days per week |
| Walls will be spot cleaned up to a height of 2m | 5 days per week |
| Waste will be removed to outside container | 5 days per week |
| Horizontal ledges will be wiped | 1 day per week |
| Glass doors will be cleaned | 5 days per week |
| Chairs, tables and table legs will be damp wiped | 1 day per week |
| Waste containers will be cleaned – cleaning to include wiping of the outside and washing inside with disinfectant | 1 day per week |
| Walk-off mats will be vacuumed | 3 days per week |
| Remove gum from all surfaces | 1 day per month |

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| **MEETING ROOMS, CONFERENCE ROOMS, MULTI PURPOSE ROOMS – Level 2** | **FREQUENCY** |
| Wastebaskets and recycling bins will be emptied and cleaned | 5 days per week |
| Carpets vacuumed | 5 days per week |
| Upholstered furniture vacuumed | 1 day per week |
| Tables damp wiped (policed daily) | 3 days per week |
| Walls spot cleaned to a height of 2m | 1 day per week |
| Chairs damp wiped | 1 day per week |
| Carpets spot cleaned | 5 days per week |

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| **CLASSROOMS, LECTURE AREAS – Level 2** | **FREQUENCY** |
| Carpets will be vacuumed and spot cleaned | 5 days per week |
| Rubber flooring to be dust mop and remove spots | 5 days per week |
| Rubber flooring to be scrubbed | 1 day per week |
| Tiled and linoleum floors will be dust mopped and damp mopped/washed | 5 days per week |
| Wastebaskets and recycling bins will be emptied and cleaned | 5 days per week |
| Desks, counters, sills, ledges will be dusted | 1 day per week |
| Chalkboard ledges and erasers will be cleaned and chalk replenished | 5 days per week |
| Chalkboards will be completely cleaned and washed | 5 days per week |
| White boards will be cleaned | 5 days per week |
| Floor grills will be cleaned | 1 day per month |
| Door glass and partition glass will be cleaned both sides | 2 days per week |
| Horizontal and vertical blinds will be dusted | 2 times per year |
| Horizontal and vertical blinds will be spray cleaned in the summer | 1 time per year |

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| **COMPUTER LABS – Level 2** | **FREQUENCY** |
| Carpets will be vacuumed and spot cleaned | 5 days per week |
| Tiled and linoleum floors will be dust mopped and damp mopped/washed | 5 days per week |
| Wastebaskets and recycling bins will be emptied and cleaned | 5 days per week |
| Desks, counters, sills, ledges, keyboards, monitors will be dusted | 1 day per week |
| Chalkboard ledges and erasers will be cleaned and chalk replenished | 5 days per week |
| Chalkboards will be completely cleaned and washed | 5 days per week |
| White boards will be cleaned | 5 days per week |
| Door glass and partition glass will be cleaned both sides | 2 days per week |
| Horizontal and vertical blinds will be dusted | 2 times per year |
| Horizontal and vertical blinds will be spray cleaned in the summer | 1 time per year |

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| **SCIENCE LABORATORIES – Level 2** | **FREQUENCY** |
| Carpets will be vacuumed and spot cleaned | 5 days per week |
| Tiled and linoleum floors will be dust mopped and damp mopped/washed | 5 days per week |
| Wastebaskets and recycling bins will be emptied and cleaned | 5 days per week |
| Desks, counters, sills, ledges will be dusted | 1 day per week |
| Chalkboard ledges and erasers will be cleaned and chalk replenished | 5 days per week |
| Chalkboards will be completely cleaned and washed | 5 days per week |
| White boards will be cleaned | 5 days per week |
| Stainless steel sinks and counters will be cleaned | 5 days per week |
| Eyewash stations will be cleaned | 2 days per week |
| Door glass and partition glass will be cleaned both sides | 1 day per month |
| Horizontal and vertical blinds will be dusted | 2 times per year |
| Horizontal and vertical blinds will be spray cleaned in the summer | 1 time per year |

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| **CLINICS, FIRST AID ROOMS – Level 1** | **FREQUENCY** |
| All fixtures will be completely cleaned, i.e. bowls, basins, mirrors and chrome surfaces | 5 days per week |
| Waste receptacles will be emptied and cleaned as per medical waste disposal regulations | 5 days per week |
| All supplies will be replenished | 5 days per week |
| Walls will be spot cleaned to a height of 2m | 5 days per week |
| Floors will be swept and damp mopped/washed with germicide | 5 days per week |
| Floor drains will be primed | 1 day per week |
| Floor drains will be cleaned | 1 day per month |
| Sinks will be cleaned | 5 days per week |

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| **GENERAL OFFICE SPACE – Level 2** | **FREQUENCY** |
| Tiled and linoleum floors will be dust mopped and damp mopped | 5 days per week |
| Carpets will be vacuumed and spot cleaned | 5 days per week |
| Wastebaskets and recycling bins will be emptied and cleaned | 5 days per week |
| Furniture and horizontal ledges will be dusted | 1 day per week |
| Finger marks will be removed from walls and partitions will be spot cleaned to a height of 2m | 1 day per week |
| Telephones will be cleaned and disinfected | 1 day per week |
| Horizontal and vertical blinds dusted | 2 times per year |
| Horizontal and vertical blinds spray cleaned in the summer | 1 time per year |

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| **OTHER AREAS – GENERAL CLEANING SERVICES – AREAS NOT SPECIFIED – Level 2** | **FREQUENCY** |
| Furniture will be spot cleaned | Weekly |
| Mops to be cleaned/laundered to avoid odor | Weekly |
| Floor will be buffed or burnished | 1 time per week |
| Dust exterior doors and frames of lockers, partitions, and ledges | Weekly |
| Thoroughly clean all floor drains – flush with water and an enzyme product | Weekly |
| All linoleum floors will be swept with a treated dust mop; spillage will be removed | 3 times per week |
| All carpets will be vacuumed and all stains removed | 5 times per week |
| Finger marks will be removed from glass desks, table tops, door glass, and display cases | 3 times per week |
| Finger marks and smudges will be removed from walls and other surfaces, where accessible | 3 times per week |
| All graffiti shall be removed as it appears | Daily |
| Exterior sidewalk cleaning; all sidewalk extensions of buildings to be swept and kept clean 5m on either side of and perpendicular to entrance | Daily |
| All outside garbage receptacles at building entrance to be emptied | Daily |
| Clean and sanitize all waste receptacles, sinks, tables and countertops | Daily |
| Window ledges and tracks will be dusted and wiped | Monthly |
| All metal surfaces, including push plates and kick plates will be cleaned and polished | 2 times per monthly |
| Spot cleaning of ceramic tile grout | Monthly |
| Clean the exterior of all paper towel and soap dispensers | 1 time per week |
| Dust and clean HVAC supply and return diffusers accessible with an 8ft ladder | 1 time per week |

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| **PROJECT WORK** | **FREQUENCY** |
| Wash all walls in entrances, hallways, and classrooms | 2 times per year |
| Hard surfaces scrubbed and recoated (two coats) | 2 times per year |
| Hard surfaces burnished or buffed | 1 time per week |
| Hard surfaces stripped and refinished, frequency will vary, see note below | 2X/yr to 1X/2yr |
| Hard surfaces spray buffed | 1 time per month |
| Wash walls in offices | 1 time per year |
| Extraction clean all carpets | 1 time per year |
| Vacuum clean all fabric furniture, wash all vinyl/plastic furniture | 1 time per year |
| Wash all building outside perimeter windows | 1 time per year |
| All interior glass unless otherwise specified | 2 times per year |
| All supply, return and exhaust air diffuser grills will be vacuumed and washed | 2 times per month |
| Clean and sanitize tables and chairs including tops and underneath surfaces, legs and arms, including removing gum, etc. | 2 times per month |
| Service rooms: boiler, electrical, mechanical, and communications rooms to be dusted, swept, and/or vacuumed | 1 time per year |
| Building grounds, exterior areas, fields, stadiums: Pick up trash | Daily + Events |
| Gym wood floors: Drag with Hillyard Court board and Super-Shine-All | Daily + Events |
| Gym wood floors, scrubbed with auto scrubber and neutral cleaner | 2 times a week |
| Gym rubber floors: Dust mop and remove spots daily, Scrub once per week | Daily + Scrub Weekly |
| Lockers, cleaned inside with general purpose cleaner, remove graffiti | 1 time per year |
| Replace damaged or missing ceiling tiles accessible with an 8ft ladder, materials by HCS | As needed |

Note: Not all areas will receive floor care at the frequencies noted and reductions may be made for low traffic areas and increase for high traffic areas. Frequency of stripping and refinishing of corridors, hallways, commons, lunchrooms, lobbies and other high traffic areas may vary depending on traffic and condition of maintained surfaces. Frequency could become “as needed” to maintain acceptable to public.

**APPEARANCE LEVELS DEFINITIONS**

**Level 1 – Orderly Spotlessness**

Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.

All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints. Lights all work and fixtures are clean.

Washroom and shower tile and fixtures gleam and are odor free. Supplies are adequate.

Trash containers and pencil sharpeners are empty, clean and odor-free.

**Level 2 – Ordinary Tidiness**

Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days’ worth of dirt, dust, stains or streaks.

All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation. Lights all work and fixtures are clean.

Washroom, shower fixtures, and tile gleam and are odor free. Supplies are adequate.

Trash containers and pencil sharpeners are empty, clean and odor-free.

**Level 3 – Casual Inattention**

Floors are swept clean, but upon observation dust, dirt and stains as well as a buildup of dirt, dust and/or floor finish in corners and along walls, can be seen. There are dull spots and/or matted carpet in walking lanes and streaks and splashes on base molding.

All vertical and horizontal surfaces have obvious dust, dirt, smudges, fingerprints and mark.

Lights all work and all fixtures are clean.

Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

**Level 4 – Moderate Dinginess**

Floors are swept clean, but are dull. Colors are dingy and there is a conspicuous buildup of dirt, dust and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked.

There is a dull path and/or obviously matted carpet in walking lanes. Base molding is dull and dingy with streaks or splashes.

All vertical and horizontal surfaces have conspicuous dust, dirt, smudges and fingerprints that will be difficult to remove. Lamp fixtures are dirty and some lamps (up to 5 percent) are burned out.

Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

**APPENDIX K**

**CONTRACTOR QUESTIONS**

Please provide detailed answers to the following questions:

* + 1. Please describe your arrangements/procedures for on-site supervision. How long will the manager(s) be on site each day? Is a single supervisor assigned to this contract or does he/she oversee multiple locations? Please describe how your supervisor evaluates employees, and how the supervisors will ensure overall quality of service to Henry County Schools.
    2. Please explain how your firm responds when concerns are raised about work quality or failure to complete scheduled tasks. Who will normally receive these calls and how are they followed up on? How quickly are concerns resolved? Provide a detailed example of a previous instance where a concern was raised by a client and how it was resolved.
    3. Describe the transition process for HCS current employees. Describe your staff recruitment process, how interviews and assignments will be done under this RFP. Describe your firms training and development programs for staff.
    4. Briefly define the scope of services performed during your years in business. Bidder should state the number of contractual agreements that the Bidder currently has in place, as well as in the last twelve (12) months.
    5. Describe the cleaning supplies and materials which will be used by our firm. Are these materials “green” certified? What special certifications do your firm employees have which may benefit Henry County Schools? Describe how these services will be implemented into this Contract.
    6. Detail how events outside the normal operating schedule of the buildings are staffed. What procedures do you recommend for the HCS to communicate facility used events, and how much advance notice is required.
    7. Please tell us about an emergency incident your firm was recently asked to respond to for a client. How were additional staffs mobilized and what specific steps were taken to ensure that building were cleaned and able to open on time.

**APPENDIX M**

**CERTIFICATE OF NON-COLLUSION**

By responding to this solicitation, the Contractor understands and agrees to the following:

He or she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Certificate, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor, or to secure through an collusion, conspiracy, connivance or unlawful agreement any advantage against Henry County Schools or any person interested in the proposed Contract; and \*

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this Certificate.

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**Contractor's Full Legal Name: (Please type or print)**

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**Authorized Signature**

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**Printed Name and Title of Person Signing**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**FAX Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**APPENDIX N**

**DEDUCTIONS & PENALITIES**

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|  | **Violation** | **Deduction Amount** |
| 1 | Each unsecured interior door | $25.00 per door each day |
| 2 | Each unsecured exterior door or window | $200.00 per door per day |
| 3 | Unauthorized contractor employees in school building | $50.00 per occurrence |
| 4 | Failure to supply E-verify check before information | $100.00 per occurrence |
| 5 | Failure to provide criminal background check before employment | $100.00 per occurrence |
| 6 | Failure of Contractor employee(s) to wear proper picture ID | $100.00 each day |
| 7 | Failure of Contractor employee(s) to wear proper uniform or vest | $100.00 each day |
| 8 | Failure to arm security alarm system | $200.00 per occurrence |
| 9 | Failure to disarm causing a false alarm | $200.00 per occurrence + fines |
| 10 | Absent building Supervisor or day porter from their assigned facility or crew | $100.00 per day |
| 11 | Weekly inspection not being performed by Area Manager and submitted to Custodial Coordinator | $50.00 each school/ facility |
| 12 | Supplies not being on site | $50.00 each day/ each school |
| 13 | Inoperative equipment | $100.00 each piece per day, after first 48 hours |
| 14 | Failure to meet minimum required cleaning equipment list | $500.00 each day until equipment is verified by HCS |
| 15 | Entrance mats and foyers to schools not cleaned | $25.00 each door or foyer per day |
| 16 | Bleachers not properly cleaned | $100.00 per occurrence |
| 17 | Trash on grounds, parking lots, and athletic fields | $50.00 per occurrence per school |
| 18 | Toilet paper and paper towels not stocked | $50.00 per occurrence per school |
| 19 | Classrooms not cleaned properly | $25.00 per occurrence per school |
| 20 | Restrooms not cleaned properly | $100.00 per occurrence per school |
| 21 | Hallways and common areas not properly cleaned per 900SF | $50.00 per occurrence per school |
| 22 | Wet floor sign not properly displayed | $25.00 each per school |
| 23 | Failure to correct complaint within timeframe | $65.00/ hr. for HCS personnel |
| 24 | Replace lost or stolen key | $50.00 per occurrence per school |
| 25 | Keys found out of possession | $50.00 per occurrence per school |
| 26 | Re-keying locks due to key control management | Actual time & material costs |
| 27 | Repair or replacement of cameras damaged by Contractor | $500.00 per occurrence per school |

*Note 1: The deduction amounts above exclude the actual replacement cost for any property reported missing because of the negligence of the contracted custodial employees.*