

## REQUEST FOR PROPOSALS, PROPOSAL FORMS & SPECIFICATIONS FOR

### CHESTER UPLAND DISTRICT

## **CLEANING AND DISINFECTING OF SCHOOL BUILDINGS**

Sealed proposals will be accepted by the Director of Operations/Facilities Office 4:00 P.M. on June 8, 2023

#### INVITATION TO SUBMIT PROPOSAL

The Chester Upland District (the "District") is seeking to secure Proposals for the cleaning and disinfecting services for seven (7) buildings and other miscellaneous properties in preparation for the 2023-2024 academic year.

The Contract shall commence on July 3, 2023, and run for the summer months and shall end on September 1, 2023.

Sealed envelopes clearly marked "CLEANING AND DISINFECTING OF SCHOOL BUILDINGS" containing the Proposal Form and a Non-Collusion Affidavit in accordance with the Instructions to Proposers. Proposals shall conform to all other requirements as more fully set forth in the Proposal Documents, including compliance with all applicable laws and regulations. All proposals submitted are valid for acceptance by the District and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening and must be submitted no later than 4:00 PM on Thursday, June 8, 2023.

## Mail or deliver three (3) hard copies of the proposal to the following:

Irvin Maldonado, Director of Operations/Facilities Chester Upland District 1350 Edgmont Ave. Chester, PA 19013

There is a mandatory walk-through on Tuesday, May 30, 2023. Interested Proposers will meet at Chester High School, 232 W. 9<sup>th</sup> St. Chester PA 19013, at 9:00 A.M. All questions concerning this proposal should be submitted in writing no later than 4:00 P.M., Tuesday, June 6, 2023. Questions should include, "Cleaning and Disinfecting of School Buildings RFP" in the subject line to ensure the email is identified to this procurement. All communications must be via email to ensure there is a record of the communication. All email questions and answers will be posted on the District's website.

All communication, including questions, to the District should be directed to Irvin Maldonado, Director of Operations/Facilities at <a href="mailto:Imaldonado@chesteruplandsd.org">Imaldonado@chesteruplandsd.org</a>

The District reserves the right to reject any and/all Proposals and to waive, at its sole discretion, any irregularities, mistakes, omissions, or informalities. The scope of services desired is listed and defined as further detailed in this RFP. The terms of the Agreement between CUSD and the Contractor shall be subject to review and modification by the District's Solicitor.

The award will be pending the approval of the Receiver's meeting on June 22, 2023.

#### MANDATORY PRE-PROPOSAL MEETING

The District will conduct a pre-proposal meeting. Attendance is required. There will be a mandatory walk-through on Wednesday, May 31, 2023. Interested Proposers will meet at <u>Chester High School 232 W. 9<sup>th</sup> St. Chester Pa 19013</u>. Proposal Documents, including specifications, will be available to interested Proposers at this time. Proposers must visit each site to ascertain the scope of the services requested. All proposers interested must confirm attendance prior to the meeting with Irvin Maldonado.

All inquiries must be directed to Irvin Maldonado, Director of Operations/Facilities

Contact: Irvin Maldonado, Director of Operations/Facilities

Email: Imaldonado@chesteruplandsd.org

## **INSTRUCTIONS TO PROPOSERS**

## 1. PROPOSAL DOCUMENT AVAILABILITY; SITE VISIT; PRE-PROPOSAL MEETING

- A. The Proposal Documents have been prepared by the Operations Department of the Chester-Upland District located at 1350 Edgmont Avenue, Chester, PA 19013. The Proposal Documents are made available only for the purpose of obtaining Proposals for this Project. Their availability does not grant a license for other purposes.
- B. Upon receipt of Proposal Documents, Proposer shall verify that the documents are complete. Notify the Chester-Upland School Operations Office should the documents be incomplete, or upon finding discrepancies or omissions in the Proposal Documents. Proposer shall be responsible for the completeness of their set of Proposal Documents. No allowance or concession will be made to a Proposer who complains of missing portions of Proposal Documents subsequent to the award of Proposal. All requests for clarifications must be in writing and received by the Chester-Upland District no less than seven (7) business days before the Proposal due date. All clarifications, modifications and corrections to the Proposal Documents shall be issued in the form of Addenda and shall be forwarded to all known Proposers. Addenda listing revisions and changes to the Proposal Documents shall become a part of and take precedence over original Proposal Documents and shall be so honored by Proposer in preparing their Proposals.
- C. Site Visit and Mandatory Pre-Proposal Meeting: All Proposers shall attend a mandatory pre-proposal meeting scheduled on Wednesday, May 31, 2023 at 1350 Edgmont Avenue, Chester, PA 19013 to make certain that the specifications are clearly understood. Proposers shall contact Irvin Maldonado, Director of Operations/Facilities.

#### 2. **DEFINITIONS**

- A. Proposal Documents: Invitation to Submit Proposal, Instructions to Proposer, Proposal Form, Form of Non-Collusion Affidavit, Form of Agreement, and other sample proposal and contract forms.
  - B. Proposer: Person or entity submitting a Proposal.
  - C. Proposal Sum: Monetary sum identified by Proposer in Proposal form.
- D. Contract Documents: Proposal Documents, Agreement between District and Contractor (hereinafter "Agreement"), Specifications, District Map (if any) and all Addenda issued prior to Proposal opening.
  - E. Contractor: Successful Proposer, i.e., Proposer to whom contract is awarded.
  - F. Services: Site Specific see Locations

- G. <u>Project</u>: Cleaning and Disinfecting Services Seven (7) District Buildings
- H. <u>District</u>: Chester-Upland District, its agents, employees and/or authorized representative(s).

#### 3. SELECTION CRITERIA

The District intends to award a contract to the Proposer who offers the best value, in the District's sole discretion. The selection criteria considered by the District shall include, but not be limited to:

- 1. Cost;
- 2. Custodial experience in K-12 schools;
- 3. Compliance with applicable laws;
- 4. Quality management;
- 5. Ability to transition and be prepared for the 7/3/2023 start-up;
- 6. References:
- 7. Proposed contract language; and
- 8. Insurance coverage.

#### 4. TERM OF SERVICES

It is the intent of the District to award one (1) contract for all Locations. Any contract awarded shall commence on July 3, 2023 and ending September 3, 2023. If the District is not satisfied with the performance of the Contractor, then that specific Contract will be terminated at that time, or, at such earlier time as provided for in the Agreement.

#### 5. PREPARATION AND SUBMISSION OF PROPOSALS

- A. Proposer shall be solely responsible for the delivery of their Proposal in the manner and time prescribed. All Proposals must be received by the District at the place designated in the Request for Proposals ("RFP"), by the date designated in the RFP.
- B. Proposals shall be prepared and submitted on forms furnished by the District. All blank spaces shall be filled in, by type or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Proposal Sum.
- C. All Proposals shall be irrevocable for a period of sixty (60) days from Proposal opening.
  - D. The Proposal Form shall be signed in accordance with the following:

- (1) If the Proposer is an individual, the Proposal shall be executed by the individual, personally; the signature shall be witnessed; the business address shall be stated, and any trade name employed in the conduct of the business shall be stated.
- (2) If the Proposer is a partnership, the Proposal Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.
- (3) If the Proposer is a corporation, the Proposal Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Proposal, shall be established by a certified copy of a resolution by the Board of Directors of the proposing corporation authorizing said agent to sign the Proposal on behalf of the corporation, submitted with the Proposal. The business address of the corporation and state of incorporation shall be stated.
- (4) If the Proposer is a joint venture, each party of the joint venture shall execute the Proposal Form under their respective seals in a manner appropriate to such party as described above.
- (5) If the Proposer is a limited liability company, the Proposal Form shall be executed in its name and on its behalf: (a) by all of the members if the company is member-managed, or by the managing member if the company is manager-managed, or (b) by a duly authorized agent of the company whose authority to act, as of the date of the Proposal, shall be established by a certified copy of a resolution by the members of the bidding company authorizing said agent to sign the Proposal on behalf of the company, submitted with the Proposal. The business address of the company and state of formation shall be stated.
- E. All Proposals should be clearly identified with Proposer's name and the name of the Project.
- F. <u>Addenda</u>. Prior to the date for submission of Proposals, Proposer may be furnished bulletins for additions, corrections, or modifications to Contract Documents. These bulletins, in the form of addenda, are to be included in the Proposal and are part of the Contract.
- G. <u>References</u>. It is the District's position that only a Contractor who has demonstrated the ability to successfully deliver Cleaning and Disinfecting Services to an Educational Facility similar in size and configuration to the District can deliver service at the level required by these specifications. Therefore, these specifications have as a standard that all references have a minimum rating of "acceptable performance."

Each Proposer shall submit as part of its Proposal:

- All current <u>Cleaning Services Contracts</u> in Pennsylvania, New Jersey, and Delaware, to a maximum of twenty-five (25). Educational facility contracts preferred.
- All <u>Cleaning Services Contracts</u> in Pennsylvania, New Jersey, and Delaware that have expired or been terminated in the past three (3) years. Preferably educational facilities.

All references to be complete with name, contact individual, location, phone number, and type of facility.

- H. <u>Financial Statements</u>. Proposer shall submit a copy of its most recent financial statements with its Proposal.
  - I. <u>Equipment List</u>. Proposer shall submit a copy of its equipment list with its Proposal.
- J. <u>Floor Cleaning Plan</u>. Proposer shall submit a copy of its proposed floor cleaning plan with its proposal. See Appendix B, Periodic Cleaning, to Specifications. The floor cleaning plan is subject to review and approval by the District.
- K. <u>Finality of Decision</u>. Any decision made by the District, including the Contractor selection, shall be final, and in the District's sole discretion.
- L. <u>Release of Claims</u>. Each Proposer by submitting its Proposal releases the District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- M. <u>Contractor Bears Proposal Costs</u>. A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- N. <u>Disclosure of Proposal Content</u>. The laws of the Commonwealth of Pennsylvania require public information be available for examination by all interested parties. No Proposals shall

be disclosed until after an award has been made. The District reserves the right to destroy all Proposals if the RFP is withdrawn; the award of the Contract is withdrawn; or otherwise in the normal course of business. Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Proposer's entire Proposal shall not be considered proprietary.

- O. <u>Exceptions to RFP</u>. Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions this RFP cannot be met. The selected Contractor(s) shall be required and expected to meet the RFP requirements as set forth in this RFP in their entirety, except to the extent exceptions are expressly set forth in the Contractor's Proposal and those exceptions are expressly accepted by the District and expressly incorporated into the Agreement in writing.
- P. <u>Oral Interview</u>. The District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the District may have regarding the RFP and Contractor's Proposal.
- Q. <u>Startup Period</u>. It will be the expectation of the District that the Contractor begin a limited start-up phase at least one-month prior to the July 3, 2023, begin date. During this time, the Contractor will familiarize itself with aspects of the facilities, operations, applicable equipment, materials, supplies, computer systems, hiring, and other such matters as the Parties transition. The District will cooperate and assist where possible with the Contractor on a transition.
- R. <u>Simultaneous Negotiation</u>. The District reserves the right to negotiate with multiple Proposers simultaneously to obtain a contract with the best value for the District, in the District's sole discretion.

## 6. STANDARD OF QUALITY AND FINANCIAL IMPACT FOR POOR PERFORMANCE

The District has set and expects the Contractor to meet a standard of cleanliness during the term of this Contract. This District requires that all areas are cleaned per the guidelines in this RFP. Failure to maintain the buildings to these standards will result in termination of the Contract or a financial penalty.

If the District's or Contractor's inspections show that the Contractor has not been meeting the applicable benchmarks for performance, the Contractor may be impacted by a percentage penalty off the monthly fee. During the formation of the Contract, the District and Contractor will come to an agreement on the exact percentage and the factors that determine the performance of the Contractor. Excessive and repeated failures may also result in the Contract's termination. The Contractor will be given sufficient time to address any examples of unsanitary conditions or unacceptable maintenance services found by the District.

All cleaning is to be performed at a minimum to the Association of Physical Plant Administrators (APPA) Level 2 standard below:

- Tidiness is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms and similar type facilities are not acceptable.
- Floors and base moldings shall be thoroughly cleaned. There shall be no buildup in corners or along walls.
- All vertical and horizontal surfaces shall be thoroughly cleaned and have no accumulation of dust, dirt, marks, streaks, smudges, and fingerprints
- Bathroom and shower tile and fixtures are to be cleaned and odor-free.

## 7. WITHDRAWAL

Proposals may be withdrawn after submittal, provided Proposer makes the request to withdraw in writing and the request is received prior to Proposal opening date and time. Negligence by Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the date for receipt of Proposals.

### 8. QUALIFICATIONS

- A. Prior to the award of contract, District may require satisfactory evidence to show that the Proposer is fully prepared in every way to perform the Contract timely and that Contractor has been regularly engaged in such business.
- B. Proposer shall be prepared to furnish evidence that all certificates and public licenses have been properly maintained, are current, and shall attest that the company has never been defaulted on any public contract. Proposer shall agree that any problem identified by the District shall be remedied within forty-eight (48) hours.

#### 9. COLLUSIVE PROPOSALS

More than one Proposal for each site specific contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Proposals in which such Proposer is interested. Any and all Proposals will be rejected if there is any reason for believing that collusion exists among any of the Proposers. Participants in such collusion will not be considered in future Proposals. Proposer shall submit with their Proposals, a Non-Collusion Affidavit in the form contained in the Proposal Documents.

#### 10. RESERVATION OF RIGHTS

The District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial proposal (low proposer). The District reserves the right to request additional information from any or all Proposers. The District reserves the right to negotiate with one or more Proposers concerning their Proposals.

#### 11. PROPOSAL REJECTION

The District reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in the District's interest. The District reserves the right to reject a Proposer if it is not in a position to perform the contract or has previously failed to perform similar contracts properly or on time.

#### 12. CONTRACT

- A. It is expected that the contract shall be awarded by the District within thirty (30) calendar days of the date of Proposal opening, unless this time is extended by the mutual consent of the successful site specific Proposer and the District.
- B. The District reserves the right to award one contract set forth in the Specifications or items contained therein, or for all site specific contracts and items set forth in the Specifications.
- C. The District will notify each of the selected Proposers of the District's intent to accept the Proposal and to make a formal award of contract to the Proposer by the Notice of Intent to Award. The District will include with each Notice of Intent to Award the Agreement to be signed by the successful Proposer. Within ten (10) days of receipt of the Notice of Intent to Award, each successful Proposer shall furnish Certificates of Insurance as required pursuant to Section 13 of the Instructions to Proposer and the signed Agreement. The Insurance Certificates and Agreement shall be submitted to the District Administrative Office within the required time period.
  - D. The Contract Documents form the Contract.
- E. Failure of the Proposer to whom Notice of Intent to Award has been given to deliver appropriate Certificates of Insurance or execute the Agreement within the time specified shall constitute a default by such Proposer and the District may, at its sole discretion, award the contract to another Proposer or re-advertise for Proposals, and the defaulting Proposer shall pay to the District the difference between the amounts of the Proposal and any higher amount for which the District may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The District may, in its sole discretion, extend the time period for submission of the above items, upon request of Proposer. Such request of Proposer, if accepted by District in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) days after the submission to the District of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

#### 13. INSURANCE

Contractor shall carry such liability insurance as set forth below to fully protect the District against all claims which may arise. Services shall not commence until the District

has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer coverage levels meeting these insurance requirements. All Certificates of Insurance must indicate that the District has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that the policy will not be changed, cancelled, or allowed to expire until at least thirty (30) days prior written notice has been provided to the District. Such insurance limits shall remain in full force and effect during the term of the Contract. Said insurance certificate must be provided the Chester-Upland District prior to July 3, 2023, of each year of the contract. The Certificates of Insurance shall carry an endorsement that the insurer will defend the District as a party in the event the District becomes a party to any litigation as a result of the activities of the contractor, sub- contractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Insurance shall be provided by a carrier that has a Best Rating of not less than A-, VII. The limits of liability shall be no less than:

Policy (a) Workers Compensation (b) Comprehensive General Liability		Minimum Limits Statutory
(1)	Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
(2) (3) (4) (5) (6)	Property Damage Liability Completed Operations Product Liability Fire Damage Personal & Advertising Injury	\$1,000,000 each occurrence \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
(c) Compreh	ensive Automobile Liability	
(1)	Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(2)	Property Damage Liability	\$1,000,000 each occurrence
(d) Excess U	mbrella Liability	
Limi	bined Single t Bodily Injury and/or erty Damage	\$9,000,000 each occurrence \$9,000,000 aggregate
(e) Employe	r Liability Insurance	\$1,000,000.00 each accident \$1,000,000.00 disease (policy limit) \$1,000,000.00 disease (each employee)

General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date or retroactive date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Proposal Documents. Comprehensive Automobile Liability Insurance shall be maintained throughout the term of the Contract to cover owned automobiles; leased, hired, or rented automobiles; employers' non-ownership liability; medical payments and uninsured motorists. This same coverage is understood to extend to all trucks and motorized equipment.

#### 14. FAMILIARITY WITH PROPOSED WORK

Each Contract is entered into by the District with the understanding that the Contractor, prior to submission of the Proposal, acquainted themselves with the Proposal Documents, and that it has obtained all necessary information for completion of the Services during the term of the Contract. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Services to be performed under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

## 15. SDS SHEETS; Right To Know Act

Each Proposer using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry must furnish appropriate safety data sheets (SDS) for all products. The successful Proposer shall comply with all other terms and conditions of the Pennsylvania Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301 *et seq.*, providing all information regarding the composition of all materials and products used or installed as part of the Services when required.

#### 16. HUMAN RELATIONS ACT

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. Proposer does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Proposer's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

#### 17. DISCRIMINATION PROHIBITED

A. In the hiring of employees for the performance of the Services under the Contract, or any sub-contract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- B. No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of the Services under the Contract on account of gender, race, creed, or color.
- C. The Contract may be canceled or terminated by the District, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

#### 18. WAIVER OF CONSEQUENTIAL DAMAGES

Contractor waives claims against the District for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Services.

#### 19. FEES, PERMITS AND CERTIFICATIONS

Contractor, its employees and agents shall secure, at its sole cost and expense, and maintain all necessary permits, licenses and certifications as required by federal, state, and local laws, regulations, and ordinances. All costs and fees for such licenses shall be the sole responsibility of the Contractor.

#### **20. TAXES**

Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.

#### 21. ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS

- A. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes, and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.
- B. The Contractor shall comply with any and all laws, rules, regulations, ordinances, and District policies, applicable to providing the Services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the District's policies concerning appropriate behavior of persons in its schools, and on its properties including for example, the prohibitions of sexual harassment, alcohol, and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body's laws, rules, ordinances, or regulations are revised, changed, or amended, or in the event there are revisions, changes or amendments to the District's policies, the Contractor shall comply with all such revised, changed or amended laws, rules, ordinances regulations or policies, at no additional cost to the District.
- C. All Services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

#### 22. START OF WORK

Unless otherwise provided In the Agreement, the Contractor shall provide Services commencing on July 3, 2023.

#### 23. PAYMENT

Invoices received, by the first of the month, and <u>approved</u> by the District will be paid within sixty (60) days, provided all work for which payment is requested has been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract.

#### 24. FAILURE TO FINISH OR COMPLETE CONTRACT

In the event Contractor shall neglect or refuse to complete the Services as required, or any part thereof, or to remedy deficient Services, then the District is authorized and empowered to purchase supplies, equipment and services in conformity with the Contract from such party or parties, and in such manner as it shall elect at the expense of the Contractor, to impose a financial penalty on Contractor, as negotiated in the Contract, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional professional fees, which may be incurred by the District. The District may deduct all such costs and expenses incurred by it from any payments then due or thereafter coming due to Contractor under the Contract until the District is reimbursed in full. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the District at law or in equity.

#### 25. CLEAN-UP / DAMAGE TO PREMISES

Contractor shall promptly remedy damage and loss to any school building or equipment caused in whole or in part by the Contractor, or anyone directly or indirectly employed by the Contractor.

#### **26. FORCE MAJEURE**

If either party shall be prevented, hindered, or delayed in the performance or observance of any of its obligations hereunder by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, pandemic, or other circumstance beyond its reasonable control (a "Force Majeure Event"), and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the party through the use of alternative sources or means, then such party shall be excused from further performance or observance of the obligation so affected for as long as such circumstances shall prevail and such party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible. The party so delayed shall immediately notify the other party and describe the circumstances causing such delay.

#### 27. GOVERNING LAW.

The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. The District reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

#### 28. CLAIMS AND DISPUTES.

- A. Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Delaware County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure.
- B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of Services.

#### 29. RIGHT TO CONTRACT WITH OTHERS

The District reserves the right to contract with other custodial service providers for additional services.

#### **30. NON-APPROPRIATION OF FUNDS**

The District represents (1) that it intends to maintain the Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (2) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in the Contract, the District's obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

#### 31. PROPERTY DAMAGE

The Contractor shall be responsible for any damage to District property, buildings, furniture, equipment, driveways, paving lawns, shrubbery, etc. which is created or caused by its activities, employees, agents, or subcontractors.

#### 32. SUBMISSION OF DOCUMENTS

Services shall not be started before all insurance documents been received by the District.

#### 33. ENVIRONMENTAL INDEMNIFICATION

Throughout the term of the Contract, Contractor shall not permit itself or any third party to

use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any District property in violation of any federal, state, and local laws, rules, and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and the District. A violation of applicable laws, rule or regulations may result in termination of this Contract. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, its directors, officers, agents and employees, from and against all claims, damages, losses and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from Contractor's failure to strictly comply with this Section 38 and all federal, state and local laws, rules and regulations governing the protection of the environment. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C.. §§1251 et seg.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C.. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C.. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C.. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

# DISTRICT-WIDE CLEANING and DISINFECTING SERVICES

Chester Upland School District 1350 Edgmont Avenue Chester, PA 19013	D. (	
Attention: Irvin Maldonado	Date:	
Ladies and Gentlemen:	PROPOSAL SUBMITTED BY:	
	(Name of Proposing Firm)	
	(Address)	
	(Address)	
Deliver Proposals to place indicated in the Requirements	cated in the Request for Proposals. Deliver this luest for Proposals.	Proposal on or
Ladies and Gentlemen:		
	Proposal Documents, including all specifications, the dance with the Proposal Documents and all Adde	_
	DATED DATED	
inclusive, for following total lum	np sums fixed fees:	

Facility		Fiscal Year 7/01/2023 to 9/3/2023
Toby Farms Intermediate	Monthly Fee	\$
Main Street Elementary	Monthly Fee	\$
Chester Upland School of the Arts Elementary	Monthly Fee	\$
Edgmont Scholars Academy K - 8	Monthly Fee	\$
Stetser Elementary	Monthly Fee	\$
Chester High School	Monthly Fee	\$
STEM at Showalter	Monthly Fee	\$
Total Amount		\$

I acknowledge and agree that the District may close or consolidate facilities during the term of the Contract. In the event of the closing/consolidation of one or more facilities, the District may cancel Services under the Contract for the particular facility(ies) which no longer require cleaning, may reallocate positions from one facility to another, may increase or decrease positions at a particular facility(ies), and/or may increase or decrease the number of hours applicable to a position(s). The District will provide the Contractor with thirty (30) days prior written notice of a complete facility closure and cancellation of Services for the facility to be closed, in which case Contractor's annual fee for the closed facility will be ratably reduced based on the number of days left in the fiscal year for which Contractor is not required to provide Services. The District will provide Contractor with written notice of the need for other changes (e.g. reallocation of positions, increase or decrease in position hours, etc.), which written notice will provide the Contractor with a reasonable period of time to implement the change, and Contractor agrees to implement the changes. The Contractor's annual fee for the particular facilities affected by the changes shall be adjusted (increased or decreased) by the District, which adjustment shall be determined by the District in its reasonable discretion taking into account the annual fee for the applicable facility, the number of hours of Services required for the facility, and the hourly rates set forth below.

I agree that, regardless of the minimum specified hours, it is my responsibility to maintain the standard of cleanliness specified in the Contract. It is my responsibility to provide sufficient personnel to insure that the minimum requirements are met and that each building is effectively cleaned on a daily basis. All costs for doing so are included in the above total lump sum fixed fees.

I agree that if the District desires additional cleaning services beyond those specified in the Contract, that I will use commercially reasonable efforts to provide such additional services at a cost not to exceed the hourly rates set forth below. Any additional services shall be by mutual agreement of the District and Contractor and memorialized in writing prior to performance of said services.

I hereby certify that following constitutes a fair and accurate breakdown of the above total annual fixed fee:

		Amounts
Cost of Labor and		\$
Be	nefits Total	
_	r Hour Rate for	\$
La	bor	
	Manager	\$
	Building Supervisor	\$
	Lead Housekeeper	\$
	Cleaner Full Time	\$
	Cleaner Part Time	\$
Pe	r Hour Cost of	\$
Benefits		
	Manager	\$
	Building Supervisor	\$
	Lead Housekeeper	\$
	Cleaner Full Time	\$
	Cleaner Part Time	\$
Cost of Supplies		\$
Cost of Equipment as		\$
related to Proposal		

The following are attached to my Proposal and incorporated herein by reference: Equipment List, proposed Staffing Plan, and proposed Floor Cleaning Plan.

My Proposal will remain firm for the period of time indicated in the Instructions to Proposers.

The work shall be completed during the term of the Contract, commencing on July 3, 2023.

This Proposal is submitted in accordance with and subject to all terms and conditions of the Proposal Documents which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

r · · · · · · · · · · · · · · · · · · ·	8	
When the Proposer is an individual:		
WITNESS:		
		_(SEAL)
	Signature of Individual	

	(Address)	
When the Proposer is a partnership (Name of Partnership)	ers):	
WITNESS:		
	Name of Partnership	
	(Address)	
	By:	_(SEAL)

Trading and doing business as:

When the Proposer is a corporation/lim	ited liability company:
ATTEST:	
	Name of Corporation/Limited Liability Company
	(Address)
Secretary/Assistant Secretary	By: President/Vice President
(CORPORATE SEAL)	
and existing under the laws of to do business in the Commonwealth o	is a corporation/limited liability company organizedand has (has not) been granted a certificate of authority f Pennsylvania.
<b>NOTE:</b> Submit copy of Equipment List Affidavit with Proposal.	st, Staffing Plan, Floor Cleaning Plan, Non-Collusion

## **FORM OF NON-COLLUSION AFFIDAVIT**

State of	
County of	SS :
I state that I am	of(Title) (Name of Firm)
and that I am authorized	(Title) (Name of Firm) I to make this Affidavit on behalf of my firm, and its Owners, Directors, person responsible in my firm for the price(s) and the amount of this
I state that:	
1.	The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer, or potential Proposer.
2.	Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.
3.	No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
4.	The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5.	, its affiliates,  (Name of My Firm)  subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as

	follows:		
I state that			understands
1 state that	(Name of My	Firm)	_understands
by CHESTER-UPLAND DI submitted. I understand and	STRICT in awarding my firm understands concealment from CH	e material and important, and very the contract(s) for which to that any misstatement in this AESTER-UPLAND DISTRICT tract.	his Proposal is Affidavit is and
		(Name)	
		(Company Position)	
SWORN TO AND SUBSCR	IBED		
BEFORE ME, THIS	_DAY		
OF	_, 20		

My Commission Expires

Notary Public

#### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- 1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.
- 2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.
- 3. Proposal rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure themselves that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the Proposer with responsibilities for the preparation, approval, or submission of the Proposal.
- 4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal Documents, and an Affidavit must be submitted separately on behalf of each party.
- 5. The term "Complementary Proposal" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.
- 6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.
- 7. A Proposer's statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a Proposal from or awarding a contract to that Proposer, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

## **SPECIFICATIONS**

#### I. GENERAL CONDITIONS:

- 1. Contractor to supply all labor, supervision, equipment, and cleaning materials necessary to complete the contract under these specifications.
- 2. All Contract personnel must wear, at all times: (1) the approved uniform, and (2) the approved identification badge. No Contract Personnel will be permitted to enter or remain on District property unless both conditions are met. All contract personnel must be thoroughly reliable and of good moral character.
- 3. Contractor agrees that the District shall have the right to request dismissal from service to the District any person who, in the opinion of the District, is not qualified or otherwise acceptable to fulfill the terms of this contract, and the Contractor shall not unreasonably refuse such request.
- 4. For each building for which the Contractor is awarded a contract, the Contractor shall designate a Lead Building Supervisor.
- 5. The Contractor shall appoint a District Supervisor to oversee custodial operations District-wide.
- 6. The District shall provide each Lead Building Supervisor and one (1) other Contractor designated individual with an entrance key for a total of two (2) entrance keys per building. In addition, the District shall provide a set of interior keys, which shall be stored in a designated key rack which shall never be taken from the building.
- 7. At no time shall copies be made of any keys issued. A set of exterior door keys for all buildings shall be issued to the Contractor-designated District Supervisor. If the District deems it necessary to rekey any locks due to inadequate key control/management by the Contractor, the cost will be deducted from the monthly payment. Keys shall not be traded between employees nor forwarded to new employees: The keys are to be returned to the District to be re-issued. There will be a \$50.00 charge for the replacement of any lost or stolen key and a \$25.00 charge to re-issue entrance keys to a new Supervisor. The District reserves the right to inventory the Contractor's keys at any time.
- 8. The District shall provide each Lead Building Supervisor and one (1) other designated individual with the security code, for a total of two (2) security codes for that building. A set of security codes for all buildings for which Contractor is responsible pursuant to this contract shall be issued to the Contractor designated Contract Manager. Security codes shall not be traded between employees nor forwarded to new employees; the codes will be deactivated and the District will reissue a new code. There will be a \$50.00 charge for the replacement of any lost or stolen security codes and a \$35.00 charge to re-issue a security code to a new Supervisor.

- 9. The Contractor shall provide the District with a list, updated regularly, of all supervisory personnel including the telephone numbers where each person may be reached at all times (pager/cellular phones numbers where applicable). Further, the Contractor shall maintain a complete roster of current employees in the District's Operations Department.
- 10. The Contractor shall notify the District immediately of conditions, which will limit hours or decrease the daily work crews. In addition, the Contractor shall notify the District in advance of any condition or situation, which will affect the performance of the work under this contract. In either case, the Contractor shall submit a plan, in writing, of how the affected work is to be rescheduled. All substitute employees shall also be background checked and pass all clearance requirements prior to their being assigned duties in the district due to an unforeseen event.
- 11. Neither party hereto will hire personnel employed by the other, during the term of the contract, without written permission. At the conclusion of the contract, the District reserves the right to hire and the Contractor agrees to waive any covenants restricting the hiring of past or present hourly employees of the Contractor, without penalty to either the District or the employee.
- 12. The Contractor is not required to work any legal holiday during the term of this Contract, but the crews are to be scheduled in such a way as to ensure that all buildings are clean and ready when school commences in September 5, 2023.
- 13. The Contractor shall report, in writing, any damage that occurs as a result of the performance or non-performance of the work under this Contract. Furthermore, the Contractor shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract. Contractor shall reimburse the District for all items damaged as a result of the performance or non-performance of the work under this contract.
- 14. The contracted crews are to be scheduled in such a way that the Lead Building Supervisors shall communicate with the Contractor's District Supervisor on a daily basis. If there is a pressing issue, the Contractor's District Supervisor or Lead Building Supervisors shall directly communicate with the Director of Operations and Facilities prior to the end of their shift.
- 15. At no time shall the Contractor's personnel:
  - a. Allow custodial closets to stand open and unattended.
  - b. Leave custodial products and/or equipment unattended.
  - c. Leave lights on or doors open in unattended sections.
  - d. Congregate or have food/drink in unauthorized areas.
  - e. Use any District equipment (e.g., TV's, Computers)

- f. Play radios or other similar devices without approval of the Supervisor of Operations.
- g. Use cell phones during work hours.
- h. Smoke cigarettes on district property
- i. Consume or possess any controlled substance (except prescription medication) or alcohol on district property or perform any task pursuant to this agreement while under the influence of alcohol or controlled substance
- j. Consume prescription drugs or other medication(s) that may impair judgment on district property.
- 16. The Contractor is responsible for the security of the building during the cleaning operation. The Contractor, at no time, shall unlock a wing or floor of rooms. Security is to be maintained throughout the buildings during the Contractors service shift. The Contractor shall maintain that security as the Contractor's staff proceeds through their service areas. The Contractor shall secure the building at the end of each shift and set the alarm as necessary (such security measures shall include, without limitation, the following: secure all doors, turn off all but designated lights, window air conditioning units, and close all windows). If the Contractor fails to properly secure any building, the cost of the District response, shall be deducted from the monthly payment. Additionally, the Contractor accepts all responsibility for any damages or theft that may occur due to that security failure.
- 17. The Contractor is responsible for the conduct of its personnel. The Contractor must provide written policies and procedures with its proposal regarding suspected theft and other unlawful conduct by its personnel. The Contractor shall fully cooperate with the District and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel employed by the Contractor are found to have committed theft or other unlawful activities, the Contractor shall be responsible to the District for restitution, which will include, but not necessarily be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.
- 18. The Contractor is to inform the designated District personnel of any vandalism, evidence of attempts to force entry, and all other damages to the building.
- 19. The designated District personnel shall inspect each building and report any deficiencies and all unsatisfactory performance to the Director of Operations and Facilities. The Coordinator shall then inform the Contractor. At that time, the Contractor will be given an opportunity to make the necessary corrections in a reasonable amount of time. Where it is necessary, in the District's opinion, to correct unsatisfactory performance the costs of the correction will be deducted from the monthly payment.
- 20. The Contractor's designated individual shall be available to conduct an inspection of buildings as required by the Director of Operations/Facilities.

- 21. In the event of a strike, act of God, or other event resulting in the closing of the building(s), no payment(s) shall be made for that period of time when cleaning services are not required/performed. In the event of a strike, act of God, or other event which does not result in the closing of the building(s), the Contractor shall continue to perform its normal duties. The District has the right to secure such other custodial services as may be necessary, for interrupted service, and to deduct such amount from monthly payments.
- 22. The "Architectural Size" of the District Buildings is outlined in the following table; this is not the amount of space to be cleaned. It is the Contractor's responsibility to determine the minimum number of employees to fulfill all the requirements of these specifications.

Buildings	Approximate Sq. Ft.
Toby Farms Intermediate	63,345
Main St. Elementary	35,218
Chester Upland School of the Arts Elementary	60,709
Edgmont Scholars Academy K-8	57,318
Stetser Elementary	23,194
Chester High School	385,000
STEM at Showalter	80,513

- 23. The Contractor must maintain commercial grade equipment, in sufficient quantity and design to perform the Services as specified. All equipment must be in new (good) condition and be maintained in effective working order throughout the life of the contract. All equipment must meet applicable federal, state, and local laws, regulations, and ordinances. Each Contractor shall maintain a list of the equipment (type, quantity, age, manufacturer, and model) to be maintained on-site for each building. All equipment shall be stored in District designated areas only.
- 24. All cleaning supplies necessary to perform the required Services will be supplied by the Contractor to include, but not be limited to: cleaners, waxes, stripper, disinfectant, polishes, rags, dust cloths, mop heads, toilet paper, paper towels, trash bags, etc. All cleaning supplies and materials must be of commercial grade and of sufficient quality to be used in a school setting. All cleaning supplies must comply with all federal, state, and local laws, ordinances, and regulations in regard to storage, use, and safety. The Contractor and the District will maintain a complete inventory of MSDS sheets for all products used in each building and a Master Book with a section for each building in the Operations Department office. Excess supplies cannot be maintained on the District site.
- 25. The Contractor will maintain sufficient supplies in each building to adequately supply restrooms and locker rooms with necessary supplies throughout the day. No time should a restroom or locker room be without supplies for student/staff accommodation.

- 26. The Contractor shall maintain, in each building, a Procedures Book, specific for that building, that shall include, at a minimum:
  - a) SDS sheets for all products used, and Right-To-Know procedures.
  - b) List of equipment maintained in the building.
  - c) Maintenance and use Manuals for all equipment.
  - d) Standard Company policies and procedures.
  - e) Quality Control Protocols
  - f) Standard procedures for the completion of routine tasks.
  - g) Daily routine or schedules for personnel assigned to the building.
  - h) Emergency and safety procedures.
- 27. The Contractor shall be responsible for the strict adherence to all Federal, State, and local laws, regulations, and ordinances, such as, but not limited to OSHA and the Right-To-Know.
- 28. All Chester-Upland District buildings and grounds are "no smoking areas." It is the policy of the Chester-Upland District that the District is an Alcohol and Drug-Free Workplace.
- 29. The District will inspect (spot check) each building as it is opened each day. These inspections will result in a "satisfactory or unsatisfactory" evaluation. The District representative will regularly inspect every building thoroughly resulting in a "satisfactory or unsatisfactory" evaluation. In the event of an unsatisfactory area or building evaluation:
  - The Contractor will be granted a reasonable time to correct the deficiencies.
  - In the event that the Contractor fails to correct the deficiencies within the time allowed the District will correct the deficiencies that the District overtime rate and deduct the cost from the monthly invoice.
- 30. Additional requirements:
  - a. The contract manager must be fluent in speaking and writing English. Lead Building Supervisors and the District Supervisor (if applicable) must be fluent in the language of all cleaning crew members both orally and written.
  - b. The contract will include all areas of all buildings including gyms, weights & cardio rooms, multi-purpose rooms, auditoriums, etc.
  - c. A district vehicle will not be provided.
- 31. The District shall NOT install, hook-up, maintain, or clean WASHING MACHINES and/or CHEMICAL DISPENSERS

#### II. PERFORMANCE SPECIFICATIONS:

The District has set and expects the Contractor to meet a standard of cleanliness during the term of this contract. The District reserves the right to take appropriate action up to and including termination of the contract for failure to meet or exceed these standards. All cleaning is to be

performed at a minimum to the Association of Physical Plant Administrators (APPA) Level 2 standard below:

- Tidiness is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms and similar type facilities are not acceptable.
- Floors and base moldings shall be thoroughly cleaned. There shall be no buildup in corners or along walls.
- All vertical and horizontal surfaces shall be thoroughly cleaned and have no accumulation of dust, dirt, marks, streaks, smudges, and fingerprints
- Bathroom and shower tile and fixtures are to be cleaned and odor-free. Supplies are to be fully stocked with adequate supplies for daily usage
  - 1. The tasks outlined and the frequencies discussed are not meant in any way to limit the scope of the Contractor's work, but rather as a guide to express the District's expectations and establish minimum acceptable standards.
  - 2. It is not the intent of the District to limit, in any way, the responsibility of the necessary to deliver a clean and safe building, daily.
  - 3. <u>Summer Cleaning</u> is outlined in <u>Appendix "A."</u> This is the most intense level of cleaning; primarily scheduled during the summer recess. The schedule for this work must be coordinated with the Supervisor of Operations and the Building Principal to insure that the work does not interfere with scheduled summer activities and to insure completion by the start of the regular Fall school session. A schedule will be established each year that outlines the dates that "summer cleaning" can commence and the deadline for completion prior to the return of the teachers and students. The Contractor will need to accommodate extended school year activities in the building and adjust their schedules accordingly.

### **APPENDIX "A"**

#### **Summer Cleaning**

The schedule for all summer cleaning shall be coordinated with the \_\_\_\_\_ and the District Representative. The schedule is to be constructed in such a way as not to interfere with building summer activities and bearing in mind the fact that maintenance and renovation may be occurring in various sections of the building at the same time. Where possible, spaces are to be cleaned after such maintenance/renovations are completed.

A schedule will be established each year that outlines the dates that "summer cleaning" can commence and the deadline for completion prior to the return of the teachers and students. The Contractor will need to accommodate extended school year activities in the building and adjust their schedules accordingly.

- 1. Clean and wash all interior and exterior surfaces of all lockers with disinfecting detergent, remove all graffiti.
- 2. Clean, wash, scrub, power wash, and disinfect the floors, walls and stalls of all restrooms, locker rooms, and shower rooms; removing all stains, soap scum, graffiti, and other marks and dirt.
- 3. Clean, wash, scrub, power wash, and disinfect the floors and walls of kitchens and cafeterias; removing all stains, soap scum, graffiti, and other marks and dirt.
- 4. Clean auditorium and stage, properly clean and finish and/or extract the floor. Clean and/or extract seating; removing all marks and graffiti.
- 5. Clean and wash the interior and exterior of all light fixtures and lenses of standard ceiling height (not requiring "high-lift" equipment). Lights requiring the use of high lift equipment will be cleaned at least once per year. Damage, if any, must be reported to the District Representative, in writing.
- 6. Clean and wash all desks, inside and out, exterior surfaces of all file cabinets, tables, and bookcases. Vacuum and extract upholstered furniture; polish wooden furniture. Remove all graffiti, gum, and other foreign substances.
- 7. Clean and wash all walls, top to bottom. Clean and wash all switch plates, ledges, sills, wall clocks, intercoms, woodwork, chalkboards and trays, and all baseboards and moldings.
- 8. Clean and wash, inside and out, all windows. It is the Contractor's responsibility to remove and replace all grills, screens, and other such items necessary to complete this task. The windowsills and other spaces between these features are to be washed at this time. Damage, if any, is to be reported to the District Representative, in writing.
- 9. Clean and wash all doors, sills, frames, glazing, and hardware.
- 10. Clean and wash all radiator & univent covers.
- 11. Clean from all ceilings: pins, pencils, paperclips, gum, candy, tape and paper, and all other foreign substances. Do not remove or disturb ceiling tiles.
- 12. Clean and wash all wall and ceiling fans, HVAC vents and diffusers.
- 13. Remove, clean, and wash all blinds and shades, top to bottom, inside and out.

- 13. All other washing, cleaning, and coating procedures necessary to return the building to a clean, safe, and inviting condition ready for District use as an educational facility.
- 14. Clean all exposed sprinkler piping and dust exposed beams, rafters, metal work, score boards, etc.

Damage, if any, is to be reported to the District Representative, in writing.

## **APPENDIX B - DISTRICT MAP**