

Sealed proposals will be received until **3:00 pm on Thursday, December 15, 2022**,  
at the Administrative Office Board Room of Person County Schools,  
**304 South Morgan Street, Roxboro, NC 27573**,  
for Custodial Services for Person County Schools

At which time and place proposals will be opened and read.

A Pre-Proposal Meeting will be held at **11:00 am on Tuesday, November 29, 2022**, At the  
Administrative Office Board Room of Person County Schools,  
**304 South Morgan Street, Roxboro, NC 27573**

Check-in required at the main office.

The following is the complete timeline for the Custodial RFP:

	<b>DATE</b>	<b>ACTION</b>
1.	<b>November 21, 2022</b>	Post RFP to website
2.	<b>November 29, 2022</b>	Pre-proposal conference at 11:00 ET
3.	<b>December 1, 2022</b>	Deadline for written questions 5:00 p.m.
4.	<b>December 8, 2022</b>	Response to questions to be posted to the website by 5:00 p.m.
5.	<b>December 15, 2022</b>	Sealed Proposals due in Purchasing Office by 3:00 p.m. ET
6.	<b>December 16, 2022</b> <b>December 19, 2022</b>	Administrative Review
7.	<b>January 13, 2023</b>	Contract awarded by Person County Schools Board of Education.

Contact information for the RFP:

Chris Clayton, Chief Operations Officer

[claytonchris@person.k12.nc.us](mailto:claytonchris@person.k12.nc.us)

(919) 724-9352

PERSON COUNTY SCHOOLS  
CUSTODIAL SERVICES  
REQUEST FOR PROPOSAL

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**REQUEST FOR PROPOSAL #102C**

**Custodial RFP 2022-2023**

November 17,2022  
SUMMARY

Person County Schools Operations Department is issuing a Request for Proposal (RFP) from qualified firms for custodial services.

The primary purpose of this RFP is to offer experienced professional custodial service entities the opportunity to present a thoroughly detailed Proposal of their qualifications and experience in providing and performing comprehensive custodial services. The secondary purpose of this RFP is to establish, subject to the terms and conditions of the Contract, a contractual relationship with an experienced and qualified entity to provide the custodial services. Person County Schools will consider the most efficient and cost-effective proposals that display the highest level of safety and reliability.

It is the intent of this RFP to solicit proposals for providing Custodial Services for an estimated 891,287 square footage at 14 County Schools facilities.

Contract Type: Open Market, Purchase using various funds; when using Federal Funds Person County Schools will follow all Federal guidelines.

Direct all inquiries concerning this RFP to Attn: Chris Clayton, 304 S. Morgan Street, Suite 25, Roxboro, NC 27573 or via email at claytonchris@person.k12.nc.us. All preliminary questions must be submitted via email prior to posting of RFP no later than November 21, 2022.

Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. ALL QUESTIONS MUST BE SUBMITTED IN WRITING, EITHER BY EMAIL or TO THE ADDRESS LISTED ABOVE. NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered. It is the OFFEROR'S responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

Sealed Proposals subject to the conditions made a part hereof, will be received until December 15, 2022, for furnishing and delivering the commodity/services described herein and then publicly opened.

Bids submitted via telegraph, facsimile (FAX) machine, telephone and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable. Bids are subject to rejection unless submitted on this form.

**Bids will be publicly opened on: December 15, 2022 at 3:00 p.m.**

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## **INTRODUCTION**

This Request for Proposals solicits responses from qualified sources to implement custodial services for Person County Schools (the "SCHOOL DISTRICT"). The emphasis of the response should be a clear indication of the OFFEROR's ability and cost to conduct a performance-based program that will provide for improved custodial management services and a significant enhancement in the quality of the school building environment. The response should be concise and informative.

A program of total quality standards, documented procedures, work schedules, and in-service training and development in support of these procedures is necessary to improve and maintain the appearance of the SCHOOL DISTRICT and improve the cleanliness of all buildings. Include a plan to protect valuable capital investments, such as equipment with a well-defined program of routine and preventive maintenance. Custodial services, equipment maintenance, and related management must be managed to achieve greater quality and to make more effective use of resources such as staffing, supplies, equipment, time, and capital.

The professional management service provider, with specialized experience in custodial management in public education facilities, will augment existing SCHOOL DISTRICT custodial staff. The intent of this Request for Proposals is to select the firm most qualified to provide these services.

## **DISTRICT BACKGROUND**

The SCHOOL DISTRICT currently operates multiple buildings at various sites, including 1 preschool, 7 elementary schools, 2 middle schools, 1 high school, 1 alternative setting, and transportation and maintenance offices. The existing square footage is estimated to be approximately 891,287.

Enrollment for the upcoming school year is projected at approximately 4500 students.

All statistics provided are intended to be as accurate as possible. OFFERORS are to provide an explanation of how they will verify or quantify actual figures.

## **EXECUTION**

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submission shall render the proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.**

BIDDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF BIDDER:		FEDERAL ID NUMBER:
BIDDER'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

<b><u>FOR PERSON COUNTY SCHOOLS USE ONLY</u></b>
Offer accepted and contract awarded this ____ day of _____ 20____ as indicated on attached certification or purchase order,
By: _____ (Authorized representative of the Person County Schools)

**1.0 REQUEST FOR PROPOSAL DOCUMENT**

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

**1.1 PROPOSAL QUESTIONS**

Written questions concerning this RFP (after posting) will be received until December 1, 2022. Eastern Standard Time. They must be sent via e-mail to Chris Clayton, claytonchris@person.k12.nc.us, please insert "Person County Schools | RFP Custodial Services" as the subject for the email.

Oral answers are not binding on Person County Schools.

Questions received prior to the submission deadline date, Person County Schools' written response, and any additional terms deemed necessary by Person County Schools be posted in the form of an addendum to the [PCS](http://pcsnc.org) website, pcsnc.org, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Person County Schools personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

Vendor contact regarding this RFP with anyone other than the Person County Schools employee listed above may be grounds for rejection of said Vendor's offer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the PCS website for any and all Addenda that may be issued prior to the offer opening date.

## **1.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS**

It shall be the Vendor's responsibility to read the Instructions, the terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or another component within this RFP, those must be submitted as questions in accordance with the instructions in Section 1.1 PROPOSAL QUESTIONS. If Person County Schools determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. Person County Schools may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, Person County Schools rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

If a Vendor desires a modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by Person County Schools. Identification of objections or exceptions to Person County Schools terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

Contact with anyone working for or with Person County Schools regarding this RFP other than Contact named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for

rejection of said Vendor’s offer, at the District’s election.

**2.0 PROPOSAL SUBMITTAL**

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
Person County Schools Custodial Services RFP, 2023-24  Purchasing Office Attn: Chris Clayton 304 S. Morgan Street, Room 25 Roxboro, NC 27573	Person County Schools Custodial Services RFP, 2023-24  Purchasing Office Attn: Chris Clayton 304 S. Morgan Street, Room 25 Roxboro, NC 27573

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may **not** be delivered to the agency’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**

**Please submit six (6) copies of your proposal. One copy must be marked original.**

Submit your proposal in a sealed package. Clearly mark each package with (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

## **2.1 PROPOSAL CONTENTS**

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP, and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS PROPOSAL REVIEW AND AWARD**

It is the intent of Person County Schools to award this RFP to the responsible bidder(s) who best matches the needs of Person County Schools. Person County Schools reserves the right to reject any and all bids. All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, as determined by consideration of: a rubric scoring system with points ranging from 1 to 10.

While it is the intent of Person County Schools to award this RFP to a single Vendor, Person County Schools reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to Person County Schools to do so.

Person County Schools reserves the right to waive any minor informality or technicality in proposals received.

## **3.1 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from contacting any Person County Schools employee or official, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in Person County Schools' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Person County Schools would not be served by the disqualification. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### 3.2 ANTI-NEPOTISM

The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Person County Schools or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to Person County Schools. Unless formally waived by Person County Schools, the existence of a family relationship covered by this Contract is grounds for immediate termination by Person County Schools without further financial liability to the Bidder.

### 3.3 PROPOSAL EVALUATION PROCESS

Person County Schools shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

**Person County Schools will conduct a One-Step evaluation of Proposals:**

Proposals will be received from each responsive Vendor in a sealed envelope or package.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Person County Schools reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with Person County Schools, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, Person County Schools will make Award(s) based on the evaluation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to Person County Schools.

### **3.4 INTERPRETATION OF TERMS AND PHRASES**

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the District; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the District will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the District’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

### **4.0 REQUIREMENTS**

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for Person County Schools to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 1.1.

#### **4.1 CONTRACT TERM**

The Contract shall have an initial term of one year, beginning on the date of contract award (the “Effective Date”). The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date, or such other date agreed in writing between the Parties.

At the end of the Contract’s current term, Person County Schools shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. County Schools will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. Either party may terminate the contract for convenience upon 90 days’ written notice.

#### **4.2 PRICING**

Proposal price shall constitute the total cost to Person County Schools for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. See Attachment H: Pricing Sheet.

#### **4.3 INVOICES**

- a) Invoices must be submitted to the Maintenance Office on the Vendor(s) official letterhead/stationery.
- b) Invoices must bear the correct contract number/purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause a delay in payment.

- c) Invoices must include an accurate description of the work/items for which the invoice is being submitted, the invoice date, the period of time covered when applicable, the amount of fees due to the Vendor and the original signature of the Vendor’s project manager.

**4.4 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify Person County Schools within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

**4.5 VENDOR EXPERIENCE**

When applicable in its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Person County Schools. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project.

**4.6 REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. Person County Schools may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

**4.7 BACKGROUND CHECKS**

**LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Bidder’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days

prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. Person County Schools reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if Person County Schools determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

#### **4.8 VENDOR'S REPRESENTATIONS**

- a) Qualified Personnel: Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of Person County Schools under this Contract. The vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by Person County Schools. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents, and shall not limit Vendor's obligations hereunder. The vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) Services, Deliverables, Functions or Responsibilities: If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Financial Capability: Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**5.0 SCOPE OF WORK/ACCEPTANCE OF WORK**

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, Person County Schools shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by Person County Schools shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, Person County Schools may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

**5.1 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by Person County Schools and Vendor.

**6.0 PROPOSAL SCHEDULE**

The following proposal schedule presents the timeline for the RFP process.

	<b>DATE</b>	<b>ACTION</b>
1.	<b>November 21, 2022</b>	Post RFP to website
2.	<b>November 29, 2022</b>	Pre-proposal conference at 11:00 ET
3.	<b>December 1, 2022</b>	Deadline for written questions 5:00 p.m.
4.	<b>December 8, 2022</b>	Response to questions to be posted to the website by 5:00 p.m.
5.	<b>December 15, 2022</b>	Sealed Proposals due in Purchasing Office by 3:00 p.m. ET
6.	<b>December 16, 2022</b> <b>December 19, 2022</b>	Administrative Review
7.	<b>January 13, 2023</b>	Contract awarded by Person County Schools Board of Education.

**7.0 GENERAL QUALIFICATIONS:**

The following are general qualifications and requirements of the OFFEROR. The OFFEROR must:

- a) Experience: Currently, be providing the type of custodial and related maintenance management

services depicted with this solicitation and as represented by submittal response of the OFFEROR. The OFFEROR must have a minimum of five (5) years of experience in facilities management services to Public School Districts with budgetary operations and administrative requirements comparable to or larger than those of the SCHOOL DISTRICT;

- b) Staffing: Currently have in its employ the staff or ability to employ and resources to support a project of this magnitude, including the necessary technical and administrative personnel. OFFEROR must be able to administer the program of operation locally and to assign the necessary support staff on site;
- c) Research & Development: Show evidence of established processes and procedures for research and development in the area of custodial and related maintenance management technology which qualify the OFFEROR to provide facilities management services;
- d) Cost Effectiveness: Show ability to guarantee cost-effectiveness as evidenced by the results of successful contracts with comparable or larger school districts. Specific cost proposals are not to be included with the OFFEROR's submittal but will be negotiated with the selected OFFEROR;
- e) Fiscal Stability & Solvency: Show evidence of fiscal stability and solvency and maintain appropriate insurance coverage to protect the interest of the OFFEROR and the SCHOOL DISTRICT. OFFEROR shall also meet and adhere to any pertinent local, state and federal requirements;
- f) Local or Regional Presence: Have a demonstrated local or regional presence and track record of providing custodial and related maintenance management services in at least five large K-12 school districts in the region of the country in which the SCHOOL DISTRICT is located.
- g) Line & Staff Support: Have the line and staff support to provide an effective quality improvement program and make available technical and engineering support when required by the SCHOOL DISTRICT;
- h) Computerized Custodial Management System: Have demonstrated ability to provide and support a computerized custodial management system on-site for personnel management, production scheduling, financial management, project management and quality control, and a customized computerized maintenance management program that includes extensive data and capability relating to preventative maintenance, casualty prevention, and energy conservation;
- i) Customer Satisfaction & Contract Renewal Rate: Have demonstrated and documented a high customer satisfaction and contract renewal rate;
- j) Strategy to Attract, Develop, & Retain Employees: Have a proven strategy to attract, develop, and retain qualified maintenance and custodial employees for the SCHOOL DISTRICT.
- k) Audited Financial Report: OFFERER must show an audited financial report for the last three (3) years.
- l) Local, State, Federal Laws, Codes & Requirements: OFFERER must meet all local, state, and federal

laws, codes, and requirements.

- m) Information for Accounts Lost: OFFERER must provide information, if applicable, for accounts lost within the past five years.
- n) Transition Plan: OFFERER must have a proven transition plan to effectively enable the transition from the existing contract to the new contract. The vendor must be able to provide three (3) recent start-up references.

## 8.0 SITES VISITS

No preliminary study or on-site visits are to be conducted by OFFEROR without permission from the SCHOOL DISTRICT. Also, the SCHOOL DISTRICT will not dictate the content of any submission, beyond that which is described in this RFP, nor will there be provided any definitions of specific methodology. These will be left to the discretion of the OFFEROR. It is in the interest of the OFFEROR, however, to understand the following basic objectives and assumptions made by the SCHOOL DISTRICT with regard to needed improvements. The submission must address these objectives and outline a program that will lead to:

## 9.0 SCOPE OF PROPOSAL

### A. RESPONSIBILITIES of the OFFEROR

1. Provide Custodial Services for all district buildings listed in **Attachment (A) – District Building List**.
2. To ensure custodial cleaning functions associated with the cleaning effort are performed based on approved frequencies. **Attachment (C & D) – Custodial Duties Performance Specifications** identifies cleaning functions expected of the contractor.
3. To maintain a Level 2 -Ordinary (as defined by Association of Physical Plant Administrators (APPA) Level of Cleanliness as negotiated and agreed to by the OFFEROR and District.
4. Personnel: Attach a staffing ratio sheet with this proposal for each building location in **Attachment A**.

#### a) OFFEROR

- 1) All matters pertaining to the recruitment, screening, hiring, and retention of custodian shall be the exclusive responsibility of the OFFEROR. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour, the District's Standard for Contract Employees (**Attachment (B)**), Board policy, and any other stipulations germane to prudent personnel management.
- 2) OFFEROR shall provide sufficient custodial personnel to maintain the performance standards as described in this contract and the OFFEROR's response to the RFP. Sufficient custodial personnel is defined as the number of custodial staff members required to perform the custodial functions as determined by an industrially acceptable methodology.
- 3) Social Security taxes, state and federal unemployment insurance premiums, general liability and umbrella insurance premiums, workers' compensation

premiums, contributions to OFFEROR's profit sharing plans for those eligible and active participants shall be payable in accordance with the specific plan.

- 4) OFFEROR's Representative. A representative of the OFFEROR shall be appointed within 24 hours after receipt of the contract, and this person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes. This individual shall be someone other than the job supervisor and he/she shall be the sole contact person for all operational issues, services or matters relating to contracted services.
  - 5) Job Supervision. All supervision as required for the execution of those contractual responsibilities assumed by the OFFEROR shall be done by the OFFEROR or his/her designated representative.
  - 6) Consistent with the Board's policy of providing equal opportunities to qualified minority business enterprises (MBE) to participate in the Board's contracting and purchasing programs, Contractor is encouraged to seek bids from qualified, local MBEs when Contractor subcontracts any portion of the Services as permitted by this Agreement. Contractor shall track such participation on an annual basis. Data generated pursuant to this section shall be reported to the Contract Administrator and reported to the Board with MBE participation percentage shown with respect to the total dollar value of the contract.
- b. Day Porters. The staffing levels of Day Porters must be sufficient to provide the custodial support required to meet the morning operational requirements of the site. The morning or daytime operational requirements are defined in **Attachment (C)**.
- c. Substitute Custodians. Person County Schools will determine the appropriate manning level required to perform all required duties. The Contractor will ensure that the manning levels at the Sites meet the level determined by Person County Schools. Each respective employer is responsible for substitute costs related to their employees.

A substitute will be provided for vacancies or absences equal to or less than three (3) days, based on the following criteria:

- c.1.a. When the actual manning level is below 75% in a middle or high school and 67% in an elementary school, the substitute will start the first day this level is reached.
- c.1.b. No vacancy/absence or a combination of vacancies shall go beyond three (3) days without calling in a substitute.
- c.1.c. The cost associated with employment of the substitute will be applied based on the following criteria:
  - (1) If the employee being substituted for is a Contract position, the Contractor will absorb all costs and provide a substitute.
  - (2) If the employee being substituted for is a Person County Schools Current Employee, the Board will absorb all costs.

c.1.d During periods when school is not in session, the staffing levels of both parties may be reduced proportionally without providing substitutes. These revised staffing levels must be agreed upon by both parties.

*These are minimum criteria.* The contractor may call in a substitute before these times and reduced manning levels are reached when Contractor is responsible for absorbing the cost of the substitute.

d) Current District Custodians:

1. Current Custodians Employed by PCS. The OFFEROR is to retain and manage current District Custodians who are employed by Person County Schools (3 full-time custodians).The payroll costs for these three (3) positions will be paid directly by the District, and this cost should be factored into the OFFEROR'S proposal. In the event that a custodian employed by PCS separates from his or her employment during the contract term, Vendor is responsible for filling the vacancy and the payroll costs affiliated with filling any such vacancy.
2. Current Custodians Employed by PCS's Custodial Vendor. If OFFEROR is not currently serving as the District's custodial vendor, OFFEROR should include in its proposal a plan for hiring and retaining custodial workers currently working in the Person County Schools as employees of the previous vendor, and a statement as to OFFEROR'S plan to prevent loss of pay and benefits for those workers. Priority will be given to offerors who agree to hire these current workers without loss of pay (subject to satisfactory background checks and E-Verify checks).

e) Safety. The OFFEROR shall be responsible for the training as necessary in the application of chemicals and the use of equipment to all custodians, including current District custodians.

f) Security. The organization should have a written curriculum for training all personnel in the security of the site owner's and customer's property. The OFFEROR shall be responsible for training employees in security requirements of Person County Public Schools' representative and shall be responsible for the enforcement of the same.

- 1) The OFFEROR shall be responsible for safeguarding against loss, theft or damage of all District property, materials, equipment, and accessories which might be exposed to the OFFEROR's personnel.
- 2) Guns, knives, or other dangerous weapons shall not be allowed on campus.
- 3) Alcohol and drugs are prohibited on campus.
- 4) Tobacco use (smoking/chewing/etc.) and vaping are prohibited on campus.

- 5) Keys, which may be distributed at the beginning of each work period shall be returned to the appropriate supervisor at the end of each work period. Keys which will be required by the OFFEROR and employees will be approved by the District and will be controlled by a person to be named after award of the contract. In any event, the OFFEROR shall be fully responsible for the security and appropriate use of the keys which may be issued. Additionally, the OFFEROR shall be fully responsible for the replacement of any keys that are lost and any additional cost resulting due to loss of keys.
  - 6) OFFEROR's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by the District).
  - 7) When it is determined that a building has been left unsecured due to negligence on the part of the OFFEROR, there will be a chargeback of \$75.00, which covers the cost of emergency response call to local authorities.
  - g) Training. Custodial training shall meet all Local, State and Federal guidelines. The program should include a curriculum for both management and custodial personnel.
  - h) Emergencies. All emergency conditions shall be promptly reported to District's authorized personnel. The OFFEROR shall be available for emergency services. Emergency work will be determined and authorized by the District.
  - i) Damages. The OFFEROR shall be responsible for the repair/replacement to the satisfaction of the District representative of any damage to the facility caused by any employee of the OFFEROR.
  - j) Scheduling Custodial. All custodial functions shall be done with a minimum of disruption to normal school functions unless the custodial function is approved in advance by an authorized District Representative.
  - k) Program Responsibility. The OFFEROR shall assume full responsibility for the custodial services program as defined herein on Date of Contract Issuance.
5. Equipment and Supplies/Materials
- a) Equipment. Attach a list of equipment for each school with this proposal.
    - 1) The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the OFFEROR's responsibility. The District will provide locked storage space but not be responsible for losses which may be incurred due to theft and/or vandalism. OFFEROR must provide an inventory list of equipment for each location prior to start of contract.

- 2) Any equipment used on District's premises in support of this contract shall conform to all governmental agencies, regulations, and guidelines. In additions, equipment which emits volatile organic chemicals shall not be used at any time on District properties.

b) Supplies

1) Chemicals.

- a. The OFFEROR shall be responsible for the acquisition of all chemicals and supplies necessary to fulfill all specifications stated herein. A listing of all chemicals and equipment which will be used by the successful OFFEROR must be submitted for approval prior to initial service under the contract. Changes may be made only after being duly authorized.
- b. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes with copies given to District personnel and updated regularly.
- c. Chemicals which emit volatile organic chemicals shall not be used at any time on District properties.
- d. The OFFEROR must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of the District.

- 2) Paper Supplies. OFFEROR will supply all paper products, such as toilet tissue, paper towels, toilet seat covers, etc. and trash can liners. OFFEROR will supply all hand sanitizer, floor wax, hand soap, cleaning tools, chemicals for cleaning. All equipment such as custodial carts, step stools, ladders, and other necessary equipment will be supplied by the OFFEROR.

- c) Walk Off Mats. Walk-off mats will be replaced on a three-year cycle. The replacement will be per school such that a third of each school's mats will be replaced each year. As the wear and tear will vary by school, the Person County Schools contract administrator has the authority to adjust the locations of the mat replacements, but the number of mats to be replaced will remain one-third of all district mats each year.

- d) Touch-Up Painting. The contractor will perform touch-up painting or painting of small areas (less than 100 square feet). Paint will be provided by the District, other supplies such as paint brushes, rollers, drop clothes, and paint trays shall be furnished by OFFEROR.

6. Specialties

- a) The OFFEROR shall be responsible for clean up after all school activities, i.e. basketball

games, PTO/PTA meetings, before and after school programs, etc.. OFFEROR shall not be responsible for community functions, banquets, or other rentals of school facilities.

7. **Minor Maintenance.** OFFEROR will be required to accomplish minor maintenance within each individual facility. The responsibilities will be accomplished on an as required basis and will be at the specific instruction of the school Principal. All maintenance related supplies, equipment and/or tools will be provided by the District. The following job responsibility outline is a sample overview of minor maintenance responsibilities that will be required of and performed by the daytime custodians at each location.
  - a) Replace light bulbs.
  - b) Replace ceiling tiles when required.
  - c) Cut off water supply until maintenance employees can respond.
  - d) Assist maintenance employees in monitoring mechanical and boiler rooms for mechanical problems.
  - e) Clean all HVAC return and supply air grills in all classrooms and common areas on a monthly basis (all that can be reached from an 8ft ladder).
  - f) Install and replace pencil sharpeners.
  - g) Hang photos, shelving, and documents.
  - h) Tighten hinge screws.
  - i) Lubricate hinges on doors and window and other devices making noises
  - j) Recognize unusual smells, sounds, and signs that indicate problems with plumbing, electrical, and HVAC systems.
  - k) Follow proper shut-off procedures when problems do exist.
  - l) Report needed major maintenance through an established work order program.
  - m) Be responsible for all sidewalks. This includes the removal of snow on sidewalks leading from the Main entrance, Student's Bus entranceway, and Teacher's parking lots.
  - n) Be responsible for picking up debris and keeping free of litter areas around the building.
  
8. **Additional Portables/Mobiles.** If a need arises to add additional portables during the school year, the OFFEROR will be required to maintain additional square footage at agreed compensation rate.

#### **B. Responsibilities of the DISTRICT**

1. **Utilities:** Provide all necessary utilities.
2. **Storage:** The District shall provide storage for the equipment and supplies/materials normally required for the types of services to be provided under this contract.
3. **Trash Disposal:** The District shall furnish in a reasonably convenient location a container for use by the OFFEROR in the removal of waste paper, trash, debris, recycled material, etc.
4. **Keys:** Keys which may be required by the OFFEROR and employees will be furnished by the District.

## **10.0 CONTRACTING OPTIONS**

Award a contract to one vendor for all sites as a single group, with an option for Minority Participation Partner.

## **11.0. AUXILIARY OR RELATED SERVICES**

The OFFEROR is encouraged to include information concerning any auxiliary services (i.e...power washing, window washing, cleaning ducts and air vents above 8 feet, etc..) directly related to the Operational Management operation which may augment the proposed services and prove advantageous to the SCHOOL DISTRICT. If those services are listed, the OFFEROR must provide sufficient detail and evidence to show proficiency and experience in the provision of same, as well as a concise indication of how they are to be provided or performed, and reimbursement rate agreed to by DISTRICT.

## **12.0. SUBMISSION REVIEW**

The OFFEROR deemed to be fully and most qualified, and best suited relative to the content of the submission and evaluation factors may be selected to enter into a mutually acceptable Management Services Agreement.

The SCHOOL DISTRICT retains the right to cancel this RFP and may reject any submissions it deems unsuitable relative to OFFEROR's qualifications, proposal or other considerations. The decision of those responsible for the evaluation of the submittals is final.

The successful OFFEROR must be fully capable of performing the proposed services within its own resources and may not presume to assign, transfer, or sublet any portion of this work or contract without the express written consent of the SCHOOL DISTRICT. Noncompliance with this requirement may result in immediate disqualification.

The final cost of the services selected by the DISTRICT will be determined by negotiation following review and verification.

## **13.0. ADDITIONAL SUBMISSION REVIEW**

All submissions of this RFP shall be reviewed by the SCHOOL DISTRICT Office of Administrative Services and the office of the Superintendent. If required, oral interviews may be requested. The final selection of an OFFEROR will be made in the best interest of the SCHOOL DISTRICT. Evaluation will include, but shall not be limited to, the following criteria:

- a) Corporate Capability and Experience  
Considers the experience of OFFEROR in managing employees of Public School Districts, the number of K-12 Facilities Management customers served, diversity of responsibilities, provision of similar services, references, etc.

- b) Focus of OFFEROR's Business  
Considers the primary business of OFFEROR, development of Facilities Management in K-12, and proximity of similar business partnerships, and support mechanisms, etc.
- c) Performance Record  
Considers the performance of OFFEROR as measured by customer satisfaction, customer retention, longevity in maintaining these statistics, nature of agreements with similar K-12 customers, etc.
- d) Education and Industry Involvement  
Considers contributions of OFFEROR to the Facilities Management Services Industry and the K- 12 markets, such as significant developments, contributions to educational organizations, leadership stances in controversial matters, etc.
- e) Training and Development of Staff  
Considers evidence of programs and systems designed to train, motivate and develop people in the custodial department, and successful experience in implementing such programs with employees of School Districts.
- f) Key Personnel and Support  
Considers background, specialized experience, technical competence, and development track of key personnel and extensiveness and relevance of backup support mechanisms to be provided by OFFEROR.
- g) Operational Information  
Considers key components of programs to be provided, depth of resources to support these programs and history of the provision of services to other K-12 clients, and resources must belong to OFFEROR.
- h) Quality Management  
Considers the record and mechanism provided by OFFEROR to ensure that high-quality services and support are received by the SCHOOL DISTRICT.
- i) Comprehension and Quantification  
Considers the evidence that the OFFEROR comprehends the scope and objectives of this project and is able to quantify a basic plan for meeting same.
- h) Presentation of Information  
Considers the presentation, conciseness, and digestibility of the information required to assist the SCHOOL DISTRICT in making its determination.

#### **14.0 ADDITIONAL CONSIDERATIONS**

OFFERORS should provide detailed information on how the following services will be managed:

1. Daytime/School hour coverage – cleanups, spills, etc. and similar day porter duties.
2. Relamping light fixtures reachable by 8' ladder or less;

3. Clean HVAC ducts and vents, basketball goals, and other high reach objects not reachable by 8' ladder;
4. Waste removal/Recycling removal – emptying all waste and recycle in assigned dumpsters;
5. Furniture Moves, Meeting set up, and other duties not covered in Contract.
  - a. During the school day: charge \$20hr/event
  - b. After hours: charge \$ 20 hr/event
6. Cafeteria cleaning during and after meal times;
7. Grounds clean up – policing of trash and litter over all of the grounds.
8. After-hours/emergency call backs – cleanups after vandalism, burst pipes, etc.;
9. Snow/ice removal on steps/walks – shoveling snow off of walks and spreading salt;
10. Special event coverage/facility rental coverage: charge \$ 20 hr/event.
11. Athletic facilities/field houses – cleaning facilities and removing waste
12. OFFEROR will provide Safety Program – all training and protective equipment for personnel, MSDS sheets, and chemical inventory management
13. Personnel management:
  - a. OFFEROR will provide all training on equipment, procedures, safety;
  - b. OFFEROR will provide all criminal background checks
14. Plan for allowing existing SCHOOL DISTRICT employees to remain SCHOOL DISTRICT employees and options offered for alternatives;
15. Staffing recommendations for the SCHOOL DISTRICT in order to coordinate with the OFFEROR and its program; staffing ratio per school in accordance with square footage.
16. OFFEROR will supply all custodial supplies.
17. OFFEROR will utilize all existing equipment. All repairs will be by OFFEROR. When new equipment is needed, OFFEROR will purchase. OFFEROR will also detail how equipment can be purchased by the SCHOOL DISTRICT should the contract service end or is terminated.

#### **15.0 PRE-BID CONFERENCE**

A pre-bid conference will be held November 29, 2022, at 11:00 E.T. in the Person County Board of Education Boardroom.

#### **16.0 SUBMISSION OF PROPOSALS**

- A. Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 size paper clearly identified with the name of the Respondents company and RFP number on the outside front cover and vertical spine. Vendors are to submit at least six copies of their proposal. The binders are to be enclosed in sealed packaging. The packaging is to be marked as follows:
  - 1) Proposal for Custodial Services
  - 2) Response to RFP #102C
  - 3) OFFEROR Name
  - 4) OFFEROR Contact
  - 5) OFFEROR Phone
- B. A complete electronic copy of the proposal on CD and/or USB drive is also required. A PDF of the proposal is acceptable but the original editable files must also be included.

- C. The proposal is to contain all documents and information requested in the format and order specified in RFP. Failure to comply may result in disqualification of the proposal.
- D. All forms are to be completed electronically. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.
- E. The proposal is required to have the following sections, and formatted accordingly, each identified with a labeled tab:
  - 1) Executive Summary
  - 2) Qualifications
    - a) Company Background
    - b) References - Provide the information requested for references that are similar in size and complexity to School District. At least one (1) reference must be recent start-up accounts.
    - c) Lost Accounts - Provide the information requested for all accounts lost within the past two (2) years.
    - d) Financial Stability - Audited Financial Statements for the past three (3) years.
  - 3) Organizations and Personnel Qualifications
  - 4) Recruiting, Hiring and Documentations
    - a) Recruitment: There should be a written plan for recruiting employees and a means of monitoring the plan's effectiveness.
    - b) Selection: There shall be a written procedure for selecting qualified employees.
    - c) Retention: There should be a program in place to encourage and to measure employee retention.
  - 5) Proposed Project Organizations and Project Staffing
    - a) Proposed Organizational Chart –include managers and hourly staff
    - b) Proposed Staffing Level - as determined by an acceptable industrial standard.
  - 6) Transition Plan – Plan is to include, at a minimum, information on the conversion of the School District's employees to the OFFEROR's management system for operational and accountability purposes, date by which all positions will be fully staffed, identification of arrival dates for equipment, materials and supplies, target dates for the start of the cleaning cycle, and a date that District personnel are able to have full access to their site in order to begin setup for the academic year.
  - 7) Standards For Cleaning Procedures Based On Level of Cleaning. Contractors are to complete Attachment (C) identifying their planned cleaning frequencies.
  - 8) Proposed Pricing, include separate sheet if needed.
  - 9) Training
    - a. Management
      - 1) Technical: There shall be a written curriculum for the technical training of management and documentation that personnel has been trained.
      - 2) Leadership: There shall be a written curriculum for leadership training of management and documentation that personnel has been trained.
    - b. Custodial Training Program

- 1) Technical: There shall be a written curriculum for the technical training of cleaning personnel and documentation that personnel has been trained.
  - 2) Customer Service Training: There shall be a written curriculum for customer service training of cleaning personnel and documentation that personnel has been trained.
  - 3) Personal Development: There shall be a written training curriculum for nontechnical skills of cleaning personnel and documentation that personnel has been trained.
- 10) Quality Assurance Program - Provide Summaries documents which explain your web-based quality assurance program. Include samples of inspections, interviews, and formal reports.
  - 11) Proposed Listing of Supplies
    - a) Listing of Supplies and Chemicals
    - b) Days of Supplies (DOS) Stocked for Issue
  - 12) Proposed Listing of Equipment
    - a) Listing of Equipment
    - b) Excess Replacement Equipment Available for Issue
    - c) Number of Repair Days Required to Turn-around Equipment
- F. Sealed proposals are to be mailed or delivered to:
- Person County Schools**  
**Attn: Chris Clayton**  
**304 S. Morgan Street, Room 25**  
**Roxboro, NC 27573**

Proposals will be received until December 15, 2022, at 3:00 p.m. Proposals received after the time and date specified may be rejected at the discretion of the District.

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**Attachment A  
Building Space  
2023-2024 School Year**

<b>Facilities</b>	<b>NCDPI Site No.</b>	<b>Gross Square Footage</b>	<b>Acreage</b>	<b>Building Design Capacity</b>	<b>Year Constructed</b>	<b>Year Renovated/Additions</b>
Earl Bradsher Preschool	730324	30,820	5.85		1950	1955, 2001
Helena Elementary School	730332	78,000	41.39	468	2000	
North Elementary School	730334	61,028	20.85	384	1969	2000
North End Elementary School	730340	43,698	100	204	1955	2000
Northern Middle School	730344	98,911	40	530	1979	2017
Oak Lane Elementary School	730348	40,857	20.47	204	1955	2000
Person County Learning Academy		12,000	1	80	2013	
Person High School	730352	228,699	42	1500	1966	1991
Southern Middle School	730360	120,841	34.7	700	1950	1994
South Elementary School	730356	62,682	20	408	1960	2000
Stories Creek Elementary School	730354	70,730	35	384	2000	
Woodland Elementary School	730368	43,021	14.56	204	1950	2000
Transportation Offices	N/A	3,050	1	N/A	2016	
Maintenance Offices	N/A	2,000	1	N/A		

## **Attachment B**

### **Person County Schools**

#### **Standards for Contract Employees**

Please read the following Person County Schools Contract Employee Standards, sign and return the last page of this document

#### **Criminal Background Checks**

The Contractor shall conduct criminal background checks on each employee who, pursuant to this Agreement, interacts with Person County Schools students or engages in any services on Person County Schools property or at Person County Schools events. The criminal background check will review the entire adult history of each employee.

The Contractor shall provide documentation establishing that the aforesaid criminal background checks were conducted before beginning performance of this Agreement. If the Agreement contains an annual renewal provision, then following the initial background check on all employees, the Contractor will perform random background checks on at least 10 percent of its existing employees each time the Agreement is renewed. Regardless of whether the Agreement has a renewal provision, the Contractor will conduct a criminal background check on each employee hired after the Agreement is signed by the parties.

Additionally, the Contractor shall conduct an annual check of each of its employees on the State Sex Offender and Public Protection Registry, the State Sexually Violent Predator Registry, and the National Sex Offender Registry. This annual check requirement applies during any and all renewal periods contemplated by this Agreement.

The Contractor shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Additionally, the Contractor shall not assign any employee or agent to provide services pursuant to this Agreement if (1) said worker appears on any of the sex offender registries listed above; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel *or to the security of school property* (rev 1). The Contractor may request a waiver of these standards by submitting a letter and a copy of the relevant employee's complete criminal record to the Person County Schools Project Manager. The Project Manager will forward the request to the Executive Director, Employee Relations, who will make a final determination.

Person County Schools reserves the right to prohibit any individual employee of the Contractor from providing services on Person County Schools property or at Person County Schools events if Person County Schools determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others, *or otherwise is not qualified to work in a school or school support environment* (rev 1).

#### **Building Access**

When the Contractor's employees are in a school building after hours and no custodian is present, the Contractor shall be responsible for the security of the area of the building in which its employees are present. In particular, the Contractor shall ensure that the exterior doors its employees use to enter and exit the building are secure.

When on Person County Schools property or at Person County Schools events, each contract employee must display a company photo ID at all times.

### **Dress Code**

All individuals working for or with Person County Schools serve as role models for students and as leaders in the community. Consistent with these roles, these individuals will dress in a manner and have an appearance that is appropriate and professional in light of their job duties and work environment.

### **Drug-Free Workplace**

It is the policy of the Person County Schools Board of Education that a drug-free workplace shall be maintained. The Board prohibits the unlawful manufacture, transmission, conspiring to transmit, possession, use, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid, counterfeit drug, alcohol, other intoxicants of any kind, or any other controlled substance as defined in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and further defined by regulation at 21 CFR 1300.11 through 1300.15. The Board prohibits the possession, use, transmission, or conspiring to transmit drug paraphernalia. In addition, no contract employee shall be impaired by the excessive use of prescription or nonprescription drugs. Contract employees must not operate equipment while taking prescription drugs that impair/limit their ability to do so.

The proper use of a drug authorized by valid medical prescription from a legally authorized health care provider shall not be considered a violation of this rule when the drug is taken by the one for whom the drug was prescribed.

This policy shall govern each contract employee while on any property owned by the Board, at any time during which the contract employee is acting in the course and scope of this Agreement, or at any other time that the employee's violation of this policy has a direct and adverse effect on his/her performance under the Agreement.

Each contract employee shall be given a copy of these standards. A record of receipt will be kept on file by the Contractor. Each contract employee shall comply with these standards and shall notify his/her supervisor of his conviction of any criminal drug statute within 24 hours after such conviction. The supervisor shall notify the Project Manager of any such conviction within 24 hours of receiving notice of such conviction.

### **Sexual Harassment**

All individuals and students are entitled to work and study in school-related environments that are free of sexual harassment. To this end, contract employees are prohibited from engaging in sexual harassment. When evidence of sexual harassment is established, the contract employee who engaged in the harassment will be removed from the contract and barred from Person County Schools property.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- A. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, academic progress, or completion of school-related activity; or
- B. Submission to or rejection of such conduct is used as the basis for employment decisions affecting such an individual, or, in the case of a student, submission to or rejection of such conduct is used in evaluating the student's performance or affecting the student's opportunities within a course of study or other school-related activity; or

- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or a student's educational performance, or creating an intimidating, hostile, or offensive environment.

Examples of sexual harassment include, but are not limited to, deliberate, unwelcome touching; suggestions or demands for sexual involvement accompanied by implied or overt promises or threats; pressure for sexual activity; continued or repeated offensive sexual flirtations, advances or propositions; continued or repeated verbal remarks about an individual's body; sexually degrading words used toward an individual or to describe an individual; or the display in the workplace or school setting of sexually suggestive objects or pictures.

A hostile environment exists if the conduct of a sexual nature is sufficiently severe, persistent, or pervasive to limit a student's ability to participate in or benefit from the educational program or creates a hostile or abusive educational or work environment.

Sexual harassment does not include personal compliments welcomed by the recipient or social interactions or relations freely entered into by an employee or prospective employee or appropriate social interactions between students that do not violate the Code of Student Conduct.

It is possible for sexual harassment to occur at various levels: between peers or coworkers, between supervisors and subordinates, between employees and students, between students, or imposed by non-employees on employees and/or students.

Romantic or sexual advances toward students by employees or romantic or sexual relationships between contract employees and students are never appropriate, whether they are consensual or non-consensual or otherwise outside the definition of sexual harassment. Such relationships are prohibited. Contract employees who engage in inappropriate relationships with students, or who fail to promptly report such relationships to the Project Manager, will be subject to being removed from the Agreement and barred from Person County Schools property.

### **Use Of Tobacco and Vaping Products**

No contract employee, employee or visitor shall be permitted under any circumstances to use tobacco products or vaping products in or on the grounds of any facility owned or leased or contracted for by the Person County Schools.

For the purposes of this policy, a tobacco product is defined to include cigarettes, cigars, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco or tobacco products. Tobacco use includes smoking, chewing, dipping, or any other use of tobacco products.

### **Weapons On Campus**

The Board of Education practices zero tolerance with respect to weapons on school property. Any person who in violation of state law brings a firearm or other weapon onto school property, possesses a weapon on school property, or encourages or enables another to bring or possess any weapon on school property will be reported to law enforcement authorities. Possession of a concealed handgun permit does not authorize the holder to carry a weapon on school property. For the purpose of this policy, school property includes any public school building, bus, public school campus, grounds, recreational area or athletic field.

**Attachment C**

<b>Cleaning Specifications</b>			
All Facilities	Daily (five (5) days per week)	Weekly	Monthly (performed on the last Friday of each month)
Interior of All Facilities	During Flu & Virus season, extra cleaning with proper chemicals to all commonly touched surfaces		
Exterior of Buildings	Remove trash from Grounds	Sweep sidewalks	Dust and Spot clean windows
	Sweep entrances	Maintain grassy areas around the school by picking up debris and keeping free of litter.	
	Secure building by checking all doors & windows each night.		
Classrooms	Empty waste baskets and replace liners	Low dust horizontal surfaces <sup>8</sup>	High dust horizontal surfaces <sup>9</sup>
	Clean and sanitize counters and sinks	Spot clean all windows	Remove dust and cobwebs from ceiling areas
	Dust mop composition floors <sup>1</sup>	Damp clean window ledges	Dust blinds
	Spot mop composition floors <sup>2</sup>	Wet mop	Spot clean carpet
	Vacuum all carpet and mats	Remove fingerprints from areas <sup>6</sup>	Spot clean desktops
Offices	Empty waste baskets and replace liners	Low dust horizontal surfaces <sup>8</sup>	High dust horizontal surfaces <sup>9</sup>
	Dust mop composition floors <sup>1</sup>	Dust interior window ledges	Remove dust and cobwebs from ceiling areas
	Spot mop composition floors <sup>2</sup>	Damp clean window ledges	Dust Venetian blinds

	Vacuum carpet and walk-off mats	Remove fingerprints from areas <sup>6</sup>	Spot clean carpet
	Spot clean window glass and glass partitions <sup>3</sup>	Dust furniture, including desks, chairs, and tables	Spot clean desktops
Lounge	Empty waste baskets and replace liners	Low dust horizontal surfaces <sup>8</sup>	High dust horizontal surfaces <sup>9</sup>
	Spot clean window glass and glass partitions <sup>3</sup>	Damp clean baseboards	Remove dust and cobwebs from ceiling areas
	Damp clean counter tops	Remove fingerprints from areas <sup>6</sup>	Spot clean carpet
	Dust mop composition floors <sup>1</sup>	Dust furniture <sup>4</sup>	Dust Venetian blinds
	Spot mop composition floors <sup>2</sup>	Dust interior window ledges	
	Vacuum carpet and walk-off mats	Damp clean vending machines	
Library	Empty waste baskets	Replace all plastic liners in wastebaskets	High dust horizontal surfaces <sup>9</sup>
	Spot clean window glass and glass partitions <sup>3</sup>	Low dust horizontal surfaces <sup>8</sup>	Remove dust and cobwebs from ceiling areas
	Dust mop composition floors <sup>1</sup>	Dust interior window ledges	Dust all bookshelves (books to remain in place)
	Spot mop composition floors <sup>2</sup>	Spot clean desktops	Spot clean carpet
	Vacuum all carpet and walk-off mats	Damp clean window ledges	
		Remove fingerprints from areas <sup>6</sup>	
		Dust furniture <sup>4</sup>	

Common Areas	Spot clean glass partitions and doors	Damp clean baseboards	High dust horizontal surfaces <sup>9</sup>
	Clean and sanitize water fountains	Damp clean window ledges	Remove dust and cobwebs from ceiling areas
	Dust interior window ledges	Clean under entrance mats (inside and outside)	Dust locker tops
	Dust mop composition floors <sup>1</sup>		Spray buff composition floors (semi-monthly)
	Spot mop composition floors <sup>2</sup>		Spot clean carpet
	Vacuum carpet and walk-off mats		
Restrooms/ Dressing Rooms	Check restrooms throughout the school day	Low dust horizontal surfaces <sup>8</sup>	High dust horizontal surfaces <sup>9</sup>
	Empty waste baskets and replace liners	Damp clean baseboards	Remove dust and cobwebs from ceiling areas
	Clean, sanitize and polish all vitreous fixtures <sup>5</sup>	Remove fingerprints from areas <sup>6</sup>	Wash and sanitize metal partitions
	Clean and sanitize toilet seats	Clean and polish chrome fittings	
	Clean and polish glass and mirrors	Wash and sanitize exterior of containers	
	Remove spots, marks, stains and splashes from walls	Dust metal partitions	
	Spot clean metal partitions		
	Sweep floors		
	Damp mop floors with germicidal disinfectant		
	Re-supply expendable restroom dispensers		

Multi-Purpose/ Gymnasium	Empty waste baskets	Replace all plastic can liners in wastebaskets	High dust horizontal surfaces <sup>9</sup>
	Remove fingerprints from areas <sup>6</sup>		Low dust horizontal surfaces <sup>9</sup>
	Dust mop floors		Sweep baseboards
	Spot mop composition floors		
Cafeteria	Empty trash cans	Remove fingerprints from areas <sup>6</sup>	High dust horizontal surfaces <sup>9</sup>
	Replace all plastic liners		Low dust horizontal surfaces <sup>9</sup>
	Clean well around trash cans		Damp clean baseboards and window ledges
	Dust mop/sweep floors		Spray buff all composition floors (semi-monthly)
	Damp mop floors		
	Vacuum walk-off mats		
	Clean water fountains		

Footnotes

1. All composition floors are dust mopped with a treated mop.
2. All composition floors are spot mopped with an all-purpose cleaner.
3. All window and glass partitions are spot cleaned to hand height (70"). Not to exceed 10 feet.
4. Desks, chairs, and tables will be included in the furniture dusting.
5. Vitreous fixtures that will be cleaned, sanitized and polished include toilet bowls, urinals, and hand basins.
6. Fingerprints will be removed from doors, frames, light switches, kick plates, push plates, handles and railings, where applicable.
8. Low dusting will be done to hand height (70").
9. High dusting will be done above hand height (70") and will include shelves, ceilings, moldings, pipes, heating outlets, etc.

**Attachment D**

<b>Annual Deep Clean Specifications</b>	
All Facilities	Summer Break and Winter Break
Classrooms	Wash all windows and glass partitions (both sides)
	Scrub and wax tile floors
	Deep clean all carpeting
	Clean and sanitize desktops
	Clean and sanitize counters and sinks
	High dust horizontal surfaces/Drop and clean light fixtures
	Remove cobwebs from ceiling areas
	Dust blinds/air vents
Offices	Wash all windows and glass partitions (both sides)
	Deep clean all carpeting
	Dust furniture, including desks, chairs, and tables
	Dust interior window ledges
	Dust blinds/air vents
	High dust horizontal surfaces/Drop and clean light fixtures
Lounge	Strip and wax tile floors
	Damp clean all washable furniture
	Deep clean all carpeting
	Dust blinds/air vents
	High dust horizontal surfaces/Drop and clean light fixtures
	Wash all windows and glass partitions (both sides)

	Clean and sanitize counters and sinks
Library	Deep clean all carpeting
	Damp clean furniture
	Dust blinds/air vents
	High dust horizontal surfaces/Drop and clean light fixtures up to 10 feet
	Wash all windows and glass partitions (both sides)
	Dust furniture, including desks, chairs, and tables
Common Areas	Refinish all composition floors
	Deep clean all carpeting
	Clean lobby windows
	Clean and sanitize water fountains
	Dust interior window ledges
	Deep clean all carpet and walk-off mats
Restrooms/ Dressing Rooms	Machine scrub floors with germicidal disinfectant
	Clean, sanitize and polish all vitreous fixtures <sup>5</sup>
	Clean and polish chrome fittings
	Clean and sanitize toilet seats
	Clean and polish glass and mirrors
	Wash and sanitize exterior of containers
	Clean and sanitize partitions/remove graffiti
	Sanitize walls
	High dust horizontal surfaces/Drop and clean light fixtures
Multi-Purpose/ Gymnasium	Wash all windows and glass partitions
	Scrub floors

	Spot clean walls and doors
Cafeteria	Refinish all composition floors
	Deep clean all carpet
	Wash all windows and glass partitions (both sides)
	Clean and sanitize water fountains
	Dust interior window ledges
	Dust blinds/air vents
<p>*Annual cleanings will take place during summer and winter. All floors are waxed (5 coats of wax) during summer cleaning.</p> <p>*No carpet cleaning or floor waxing during winter break, only scrub floors and spot clean carpets.</p> <p>*Spring break scrub all floors and spot clean carpets, and dust all surfaces.</p>	

**ATTACHMENT E:  
INSTRUCTIONS TO VENDORS:**

1. **READ, REVIEW AND COMPLY:** It shall be the OFFEROR's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** Person County Schools reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Person County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Person County Schools, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Person County Schools.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4 and 5 of this RFP; (3) Custodial Supplies and Services Contract in ATTACHMENT F; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.

8. **SUSTAINABILITY:** To support the sustainability efforts of Person County Schools of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate the use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), Person County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
10. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. The “Principal Place of Business” is defined as that principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, PCS will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
12. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the Person County Schools, Superintendent Office. The protest request must be received by the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation.

13. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of Person County Schools concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless Person County Schools directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of Person County Schools, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
15. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time of the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the District.
16. **INFORMAL COMMENTS:** Person County Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Person County Schools during the competitive process or after award. Person County Schools is bound only by information provided in this RFP and informal Addenda posted on the PCS website.
17. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Person County Schools of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
18. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
19. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.

**20. INSPECTION AT VENDOR'S SITE:** Person County Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for Person County Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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**PERSON COUNTY SCHOOLS**

**CONTRACT FOR CUSTODIAL SERVICES**

This contract for custodial services (the “Contract”) is made and entered into between the Person County Board of Education (the “PCS”), 304 S. Morgan Street, Roxboro, NC 27573, and [VENDOR’S NAME] (the “Provider”), [VENDOR’S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to PCS as follows:
  - 1.1. Provider shall provide all services outlined in PCS’s Custodial Services Request for Proposals dated December 15, 2022, and Provider’s Response dated January 13, 2023. The terms of the Request for Proposals and Response are incorporated herein by reference. To the extent there is a conflict between the Provider’s Response and Request for Proposal, the terms of the Request for Proposal shall prevail. Provider shall provide services at designated times and sites as specifically requested and authorized by PCS. Work will be completed in a timely manner acceptable to PCS in full compliance with the terms and conditions of this Contract and the Request for Proposals.
  - 1.2. Provider will offer current PCS custodial staff an opportunity to transition to employment with Provider. Any current PCS custodian who elects to remain a PCS employee shall be retained and managed by Provider for the duration of the individual’s PCS employment. When vacancies occur or additional staff are needed to complete the provision of services pursuant to this Contract, Provider shall be responsible for hiring, providing, and employing such individuals.
2. Obligations of PCS.
  - 2.1. PCS hereby agrees to compensate Provider in an amount not to exceed [PROPOSAL PRICE] dollars (\$\_\_\_\_\_). The parties agree that this amount will be reduced by the amount of payroll expenses (including but not limited to salary, paid leave, benefits, and retirement expenses) that are incurred by the District during the period of the term for custodial staff who choose to remain District employees. Provider shall invoice District on a monthly basis for services rendered and related costs in accordance with the terms of this Contract, inclusive of all applicable taxes and fees.
  - 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, PCS will be under no obligation to compensate Provider for services not rendered.
3. Term. The effective date of this agreement is July 1, 2023 through June 30, 2024. The agreement may be extended two additional one-year periods for a total term not to exceed

three years. When the Contract ends pursuant to Paragraph 3, 4, or 5, Provider shall offer District the opportunity to purchase any equipment purchased by Provider for provision of services pursuant to the Contract at a price that reflects the capitalized and depreciated value of the equipment according to GAAP guidelines over the equipment's useful life. District may exercise the right to purchase in its complete discretion.

4. Termination for Convenience. Either party may terminate this Contract at any time at its complete discretion upon ninety (90) calendar days' notice in writing to the other party. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this contract shall, at the request of the PCS be turned over to it and become its property. If the contract is terminated by the PCS in accordance with this section, the PCS will provide a prorated payment for all services performed as of the date of termination.
5. Termination for Default. At any time, the PCS may terminate this contract immediately and without prior notice if provider is unable to meet goals and timetables or if the PCS is dissatisfied with the quality of services provided.
6. Terms and Methods of Payment. Provider shall submit to the PCS monthly invoice(s) in the amount identified in 2.1. Upon request by PCS, the Provider shall submit invoice(s) itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by PCS. The PCS shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to Person County Schools, Attn. Julie Masten, Finance Officer, 304 S. Morgan Street, Roxboro, NC 27573, for review and approval.
7. Contract Funding. It is understood and agreed between Provider and the PCS that the PCS's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$250,000 in automobile liability for bodily injury and property damage and \$250,000 in uninsured/underinsured motorist, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The PCS shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the PCS and shall contain an endorsement to provide the PCS at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
9. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
10. Monitoring and Auditing. Provider shall cooperate with the PCS, or with any other person or agency as directed by the PCS, in monitoring, auditing, or investigating

activities related to this Contract. Provider shall permit the PCS to evaluate all activities conducted under this contract as dictated by the PCS. Provider shall provide auditors retained by the PCS with access to any records and files related to the provision of services under this Contract. The PCS agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.

11. Records and Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the PCS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the PCS's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the school system any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the school system. Upon termination of this Contract, Provider shall turn over to the PCS all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
12. Lunsford Act/Criminal Background Checks. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or Providers ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The certification form is attached as Exhibit A. Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental

certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the PCS upon request. Provider specifically acknowledges that the PCS retains the right to audit these records to ensure compliance with this section at any time in the PCS's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. In addition, the PCS may conduct additional criminal records checks at the Provider's expense. If the PCS exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the PCS for all contractual personnel who may deliver goods or perform services under this Contract. Provider further agrees that it has an ongoing obligation to provide the PCS with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The PCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the PCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13. Indemnification. Provider shall indemnify and hold and save PCS, its members, officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Provider in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Provider, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters, provided that the Provider is notified in writing within 30 days that Person County Schools has knowledge of such claims. The Provider represents and warrants that it shall make no claim of any kind or nature against PCS agents who are involved in the delivery or processing of Provider goods or services to Person County Schools. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
14. Relationship of Parties. Provider shall be an independent contractor of the PCS, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the PCS.
15. Compliance with Applicable Laws. Provider shall comply with all applicable laws and

regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the PCS who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

16. Applicable Person County Board of Education Policies. Provider acknowledges that the Person County Board of Education has adopted policies governing conduct on all property owned by the Person County Board of Education and agrees to abide by any and all relevant PCS policies while on its property. Provider acknowledges that these policies are available online on the school system's website. In particular, Provider acknowledges that it has received copies of or has access to (via the Person County Schools' website) and will abide by all applicable Person County Board of Education policies, including but not limited to policies related to conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students.
17. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the PCS.
18. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the PCS and Provider.
19. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
20. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
21. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
22. Qualifications; Authority to Enter Contract. All agents or employees of Provider who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

23. Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
24. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Person County Board of Education or of any principal or central office staff administrator employed by the Person County Board of Education. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Provider shall immediately disclose the family relationship in writing to the Superintendent of the Person County Schools. Unless formally waived by the Person County Board of Education, the existence of a family relationship covered by this Agreement is grounds for immediate termination by PCS without further financial liability to Provider.
25. Notice. Any written notices provided pursuant to this Contract, shall be directed to the following:

For PCS

Person County Schools  
Attn: Dr. Rodney Peterson, Superintendent  
304 S. Morgan Street  
Roxboro, NC 27573

For [PROVIDER’S NAME]

[PROVIDER’S NAME]

Attn: \_\_\_\_\_

[ADDRESS LINE 1]

[ADDRESS LINE 2]

(REMAINDER OF BLANK LEFT BLANK INTENTIONALLY;  
SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Contract through their duly authorized representatives on the dates recorded below.

**VENDOR'S NAME**

**By:** \_\_\_\_\_ (Seal)

\_\_\_\_\_, CEO

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

**Attest:** \_\_\_\_\_ (Seal)

\_\_\_\_\_, Corporate Secretary

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

**PERSON COUNTY BOARD OF EDUCATION**

**Signature of Board Chair:** \_\_\_\_\_ [SEAL]

Printed Name of Board Chair:

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

**Signature of Superintendent/Designee:** \_\_\_\_\_ [SEAL]

Printed Name of Superintendent/Designee:

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

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

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(Date)

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Signature of Assistant Superintendent of Finance

R1397304

**Attachment A**

**Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (title)

\_\_\_\_\_ (date)

**This Space is Intentionally Left Blank**

**ATTACHMENT G  
CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**



**Attachment H  
Pricing Sheet**

**ELEMENTARY SCHOOLS**

School	Sq. Footage	Mobile Classroom Square Footage	Campus Total	Cost Per Site
<b>Subtotals</b>				

**MIDDLE SCHOOLS**

School	Sq. Footage	Mobile Classroom Square Footage	Campus Total	Cost Per Site
<b>Subtotals</b>				

**HIGH SCHOOL**

School	Sq. Footage	Mobile Classroom Square Footage	Campus Total	Cost Per Site
<b>Subtotals</b>				

**OTHER SITES**

School	Sq. Footage	Mobile Classroom Square Footage	Campus Total	Cost Per Site
<b>Subtotals</b>				
<b>Grand Totals</b>				