

	<b>Fort Mill School District</b>  <b>Request for Proposal</b>	Solicitation Number:	19-024
		Date Issued:	January 28, 2020
		Procurement Specialist:	Kelly Keniston
		Phone:	(803) 548-8202
		E-Mail Address:	
		Mailing Address:	2233 Deerfield Drive Fort Mill, SC 29715

DESCRIPTION: Custodial Housekeeping Services

*Your offer may be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR SEALED OFFER ON-LINE or TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Fort Mill School District  
2233 Deerfield Drive  
Fort Mill, SC 29715

PHYSICAL ADDRESS:

Fort Mill School District  
2233 Deerfield Drive  
Fort Mill, SC 29715

QUESTIONS MUST BE RECEIVED BY: February 13, 2020 @ 10:00 a.m.

(See "Questions From Offerors" provision)

SUBMIT OFFER BY (Opening Date/Time): February 25, 2020 @ 10:00 a.m.

(See "Deadline for Submission of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and Nine (9) Copies (clearly marked)

CONFERENCE TYPE: Mandatory Conference & Site Visits

DATE & TIME: February 6, 2020 @ 9:00 a.m.

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: FMSD Admin Office

2233 Deerfield Drive

Fort Mill, SC 29715

AWARD &  
AMENDMENTS

Award will be posted on or around March 6, 2020. The award, this solicitation, any amendments, and any related notices will be posted at the following web address:  
<http://www.fortmillschools.org/departments/procurement/>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

Sole Proprietorship

Partnership

Other \_\_\_\_\_

Corporate entity (not tax-exempt)

Corporation (tax-exempt)

Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension                      Facsimile
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<b>Minority Participation:</b> Are you a SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, SC Certification # _____  Are you a Non SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No	
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End of Page Two

**KEY DATES FOR RFP**  
**(Subject to Change)**

Issue RFP	January 28, 2020
Intent to Submit Form Due	February 4, 2020 @ 12:00 p.m.
Mandatory Pre-Proposal Conference & Site Visits:	February 6, 2020 @ 9:00 a.m.
Deadline for Written Questions:	February 13, 2020 @ 10:00 a.m.
Responses to Questions Released: Note: QUIET PERIOD – No communication Between perspective offerors & District Personnel including School Board Members	February 14, 2020 @ 5:00 p.m. February 14, 2020 @ 5:00 p.m. Thru February 25, 2020 @ 10:00 a.m.
RFP Due:	February 25, 2020 @ 10:00 a.m.
RFP Panel Review & Ranking:	February 26-28, 2020
On-Site Presentation by Short Listed Firms	March 3, 2020
Intent to Award Issued:	March 6, 2020
Award is Final	March 20, 2020

**Notice of Intent to Participate Form**

(Must be received no later than February 4, 2020 @ 12:00 p.m. – no exceptions)

E-mail to: [kenistonk@fortmillschools.org](mailto:kenistonk@fortmillschools.org)

**COMPANY NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**COMPANY CONTACT (This will be the person FMSD notifies as needed)**

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

**Position:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_ We do plan to attend the pre-proposal meeting and submit a response to this RFP.  
All questions and other contacts between our company and Fort Mill School District will be done solely through the company contact designated above.

\_\_\_\_\_ We do NOT plan to submit a response to this RFP.

**Authorized Signature:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

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

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

**A maximum of three (3) representatives from your company will be allowed to attend the mandatory pre-proposal meeting.**

## **I. SCOPE OF SOLICITATION**

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

Fort Mill School District is soliciting proposals for housekeeping services. Sealed proposals shall be received in accordance with this Request for Proposal (RFP) and supplementary information provided in this proposal instruction.

**A MANDATORY** proposer's conference will be held as specified on the cover sheet. The purpose of the conference will be to discuss the specifications and to visit the facilities. Submittals from proposers who do not attend the **MANDATORY** proposer's conference will not be accepted.

Questions pertaining to the terms and specifications should be directed to me via e-mail [kenistonk@fortmillschools.org](mailto:kenistonk@fortmillschools.org).

At 10:00 a.m. on the due date stated on page one, the Purchasing Official will call time, no information will be revealed at this time.

Fort Mill School District is in a building program. As new facilities are added the District will negotiate directly with the awarded vendor to extend services to these sites.

**MAXIMUM CONTRACT PERIOD – Estimated:** Start date: 07/1/2020 End date: 06/30/2025. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. Fort Mill School District will have the option at the end of the first year to renew for up to four (4) additional one year periods if both parties are in agreement. The District also has the option to renew for up to two (2) additional years with Superintendent approval; and up to an additional three (3) additional years with Board approval.

## **II. INSTRUCTIONS TO OFFERORS - A. General Instructions**

**DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED - DEC 2015)**  
**CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.**

**AMENDMENT** means a document issued to supplement the original solicitation document.

**AUTHORITY** means the School Board or its successor in interest.

**BOARD** means Fort Mill School District Board of Trustees.

**BUSINESS** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

**BUYER** means the Procurement Specialist/Procurement Officer or his/her designee.

**CHANGE ORDER** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

**CONTRACT MODIFICATION** means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

**CONTRACTOR** means the Offeror receiving an award as a result of this solicitation.

**COVER PAGE** means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

**DISTRICT** means Fort Mill School District (FMSSD)

**OFFER** means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

**OFFEROR** means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

**PAGE TWO** means the second page of the original solicitation, which is labeled Page Two.

**PROCUREMENT SPECIALIST/PROCUREMENT OFFICER** means the person, or his successor, identified as such on the Cover Page, an amendment, or an award notice.

**YOU and YOUR** means Offeror.

**SOLICITATION** means this document, including all its parts, attachments, and any Amendments.

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the work.

**US or WE** means the District.

**WORK** means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**AMENDMENTS TO SOLICITATION (MODIFIED - JAN 2004):** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments:

<http://www.fortmillschools.org/departments/procurement/> . Click "Current Bids and RFPs," then click the appropriate Bid listing. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date in the space provided for this purpose on Page Two or (2) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AUTHORIZED AGENT (MODIFIED – FEB 2015):** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

**AWARD NOTIFICATION (FEB 2015):** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID/PROPOSAL AS OFFER TO CONTRACT (MODIFIED – JAN 2004):** By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with the District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD (JAN 2004):** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH and DOLLARS (JAN 2004):** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**AUTHORITY AS PROCUREMENT AGENT (MODIFIED – DEC 2015):** The Procurement Officer is an employee of the District acting on behalf of the District pursuant to Fort Mill School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

- (a) By submitting an offer, the offeror certifies that –
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
    - (i) Those prices;

- (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of the certification; or
  - (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs(a)(1) through (a)(3) of this certification; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MODIFIED - JAN 2004):**

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

**CODE OF LAWS AVAILABLE (MODIFIED – JAN 2006):** The Fort Mill School District Procurement Code is available at:

[http://www.fortmillschools.org/departments/procurement/procurement\\_code/](http://www.fortmillschools.org/departments/procurement/procurement_code/)

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MODIFIED - FEB 2015):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the Solicitation #19-024 Custodial Housekeeping Services

work that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**DEADLINE FOR SUBMISSION OF OFFER (MODIFIED – JAN 2004):** Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room which services the purchasing office prior to the bid opening

**DRUG FREE WORKPLACE CERTIFICATION (JAN 2004):** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE (MODIFIED – FEB 2015):** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

**ETHICS CERTIFICATE (MODIFIED - 2008):** By submitting an Offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statute requires special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public officials; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-755, prohibiting public official with economic interest from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**OMIT TAXES FROM PRICE (MODIFIED – JAN 2004):** Do not include any sales or use taxes in your price that the District may be required to pay.

**OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PROTESTS (MODIFIED – JUN 2006):** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Procurement Officer within the time provided. (Article 17-4210 of Fort Mill School District Procurement Code)

**PROHIBITED COMMUNICATIONS AND DONATIONS (MODIFIED - FEB 2015):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.*

**PUBLIC OPENING (JAN 2004):** Offers will be accepted at the date/time and at the location identified in these documents. No information will be divulged at this time.

**QUESTIONS FROM OFFERORS (MODIFIED – FEB 2015):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a Solicitation #19-024 Custodial Housekeeping Services

prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to the Procurement Officer via Email or Mail. Please send questions to:

Mailing Address: Fort Mill School District  
Kelly Keniston, Procurement Officer  
2233 Deerfield Drive  
Fort Mill, SC 29715  
Email: kenistonk@fortmillschools.org

**REJECTION/CANCELLATION (MODIFIED – JAN 2004):** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. (Article 5-1710 of Fort Mill School District Procurement Code)

**RESPONSIVENESS/IMPROPER OFFERS (MODIFIED – JUN 2015):** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially

unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**(f) Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

**SIGNING YOUR OFFER (JAN 2004):** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**DISTRICT OFFICE CLOSINGS (MODIFIED – JAN 2004):** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

**SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED - FEB 2015):**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard

to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

**SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015): Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged.** If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face

Solicitation #19-024 Custodial Housekeeping Services

thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

**VENDOR REGISTRATION (MODIFIED – JAN 2006):** We encourage you to register with Fort Mill School District when you retrieve our Bid Documents. Our registration system is powered by Vendor Registry. To register, visit our website at <http://www.fortmillschools.org/>, select "Departments," select "Procurement," and select "Vendor Registration." There is no cost for you to register with Fort Mill Schools. Please note that if you would like to receive notifications of solicitations, awards, or amendments for our solicitations, you will need to register your business with Vendor Registry. If you do not register, it will be your responsibility to check our website for updates, amendments, and awards of our solicitations.

**WITHDRAWAL OR CORRECTION OF OFFER (MODIFIED – JAN 2004):** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by Article 5-1520 of Fort Mill School District Procurement Code.

## **II. INSTRUCTIONS TO OFFERORS -- B. Special Instructions**

**AUTHORITY APPROVAL REQUIRED (MODIFIED - DEC 2015):** Any award is subject to prior approval by the School Board. Regularly scheduled Board meetings ordinarily occur pursuant to a published schedule.

### **CONFERENCE -- PRE-BID/PROPOSAL -- MANDATORY (FEB 2015)**

See Conference Pre-Bid/Proposal clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster

### **CONTENTS OF OFFER (RFP) (FEB 2015)**

(a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**CLARIFICATION (MODIFIED – NOV 2007):** Pursuant to Article 5-1520.8, the Procurement Specialist may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

### **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number, identity of offerors or prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)]

**PROTEST – ASSISTANT SUPERINTENDENT OF FINANCE ADDRESS (MODIFIED - JUN 2006):** Any protest must be addressed to the Assistant Superintendent of Finance, Fort Mill School District, and submitted in writing

(a) by email to [lordol@fortmillschools.org](mailto:lordol@fortmillschools.org),

(b) by facsimile at (803) 547-4696, or

(c) by post or delivery to Leanne Lordo, Asst Superintendent of Finance, 2233 Deerfield Drive, Fort Mill, SC 29715.

**SITE VISIT – MANDATORY (JAN 2006):** See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer. The site visit will be held at the date, time and location noted on page one of this solicitation.

### III. SCOPE OF WORK / SPECIFICATIONS

#### A. SCOPE OF WORK

**CONTRACT MANAGEMENT TEAM:** Fort Mill School District will require the following supervisory positions to be filled as the minimum acceptable to the District to manage this contract.

Corporate Manager:

This person is the level above the Project/Site Manager assigned to the District, and will make site inspections two times per month.

Project/Site Manager:

This person is to represent the Contractor and to be the direct liaison on-site liaison 24/7 to Fort Mill School District. This should be an executive position filled by an experienced manager in the cleaning business.

Area Manager:

A minimum of one (1) non-crew supervisor for every six (6) school locations that will be responsible 24/7 for cleanliness and the employees of his/her assigned schools/locations. Currently this will require a minimum of three (3) supervisors, but will change as new facilities are added.

**CONTRACT SERVICE SPECIFICATION:** The contractor will furnish all labor, supervision, materials, supplies and equipment to perform these services in a manner that is satisfactory to the District. The contractor is expected to conduct the contract operations in a professional manner and to supply generally accepted housekeeping services.

The contractor shall correct all complaints and supply requests for services within a reasonable time period. All complaints, both major and minor, shall be addressed within 24 hours. Any complaint, which cannot be corrected during the same working day of which, is considered unreasonable or which cannot be dealt with for reasons beyond the contractor's control shall be specifically reported to the Director of Maintenance, and shall be cause for the following action by the District:

To obtain the services to correct the problem from within its own staff or from another available source without prior notice to the contractor. Costs for these services will be charged to the contractor at no less than but could exceed if necessary a basic rate of twenty dollars per hour (\$20.00) per employee the District deems necessary to complete the job in a timely manner.

**These are minimum items the Cleaning Company will provide for this Contract:**

Wet and dry mops; all mops must be micro fiber, mop handles; any handles needed, hand brushes, brooms, rags, safety equipment, stripping shoes, large trash push trucks, maid carts, water pails, wax, stripper, daily general cleaning chemicals, mop buckets, cleaning gloves, buffing/scrubbing pads, trash can liners, paper products, sanitary napkin wax bags, soap, dispensers, any equipment needed to perform the cleaning task, brushes for floor equipment, equipment maintenance, safety training; any training necessary and at any time to perform this Contract and labor.

Contractor must supply all consumable supplies (toilet paper, paper towels, soap and trash can liners etc.). Contractor must keep an additional week's worth of these consumables in the district. (All products used must be approved by the District at the start of the contract.

**EQUIPMENT & SUPPLIES & MATERIALS:** The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the contractor's responsibility. All equipment for the successful execution of this contractual obligation must be new. This includes small items such as mops, handles, rags, sanitary napkin wax bags, buckets etc.

Fort Mill School District will provide locked storage spaces, but it shall not be responsible for losses.

All chemicals, supplies and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning process.

The contractor must furnish all needed safety equipment and protective devices necessary for the safety of the contractor's employee, all building occupants and property of Fort Mill School District.

Fort Mill School District reserves the right to purchase other miscellaneous chemicals, products or equipment at cost plus profit from the Contractor of this contract or any other contractor the District deems necessary to accomplish its main goal of maintaining a clean and safe learning environment for the Districts students and staff.

## **KEYS/ELECTRONIC KEYS/ELECTRONIC CARDS:**

Two sets of keys will be furnished to the contractor for each facility by the School District. The contractor **will not** have additional keys duplicated. If additional keys are needed, a request will be made to the Director of Maintenance. The School District's representative will make these additional keys and the **contractor will be billed for the cost.** **It is extremely important that the contractor be responsible and accountable for the keys and security of the buildings.** Upon termination of the contract, the contractor shall return all keys to the School District's representative before the final payment is made. Contractor keys lost or stolen while in the possession of the contractor, will be replaced and all applicable locks re-keyed at the contractor's expense if it is determined by the District that security of the facility has been compromised.

- 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 required by the contractor and employees will be approved by the Administration of Fort Mill School District. In any event, the contractor shall be fully responsible for the security and appropriate use of the keys that may be issued. Additionally, contractor shall be fully responsible for the replacement of any keys that are lost.
- When electronic keys/cards are issued to the Contractor's employees, it shall be the responsibility of the Contractor to inform the District Administration of all terminations of Contractor's employees. Electronic key/cards assignment check must be performed before electronic keys/cards are reassigned to new Contractor employee(s).

**LIABILITY:** The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

### **(a) Subcontracting**

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

### **(b) Laws**

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

**PERSONNEL:** All matters pertaining to the recruitment, screening, hiring and retention shall be the exclusive responsibility of the contractor. These matters shall be done fully in compliance with existing statues and regulations pertaining to affirmative action, non-

discrimination, wage and hour, and any other stipulations germane to prudent personnel management.

Only those personnel who have been properly trained shall be assigned duties under this contract.

All personnel shall be dressed in a manner authorized by Fort Mill School District. The personnel shall be neat and clean in appearance. Uniforms (pants and shirt) shall be worn which fully identify the worker as a member of the contractor's work force.

Contractor will abide by all federal and South Carolina employment law requirements on their employee compensation and will provide proof when necessary.

Contractor will pay all taxes pertaining to his employees as required by law. All employees will be bonded for \$50,000 (3<sup>rd</sup> Part Fidelity Bond).

Any employee whose work habits and/or his conduct are deemed objectionable shall be removed from the work force upon request of the Director of Maintenance.

A Tuberculosis Test must be administered and the results kept on file prior to employment.

#### **SAFETY, DAMAGE OR THEFT:**

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Maintenance in writing.

Damages, injuries, or theft of any type resulting from the proper or improper application of any chemical or equipment or in the cleaning process or non-cleaning process of any Cleaning Contractor's employee or the Cleaning Contractor Company will be the sole responsibility of the Cleaning Contractor. Contractor shall be responsible for the repair/replacement to the satisfaction of Fort Mill Schools' representative.

#### **SECURITY:**

The contractor shall be responsible for training employees in security requirements of Fort Mill School District and shall be responsible for the enforcement of the same. The Fort Mill Schools' security requires that the awarded vendor provide a list of all personnel hired by name, social security number, and date of birth, sex, race, and address. The contractor shall have SLED (South Carolina Law Enforcement Division) checks for all applicants prior to employment. Additionally, each employee shall be informed of the following:

- The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Fort Mill Schools' property, materials, equipment, and accessories that might be exposed to the contractor's personnel.

- Guns, knives, or other dangerous weapons shall not be allowed on campus.
- Smoking, alcohol and drugs are prohibited on campus.

The contractor's personnel upon entering the building and while at work or on district property shall secure and keep all outside doors and windows locked while performing their duties, shall keep fire doors operable, shall monitor unauthorized entry and report same to the Principal. Shall perform a "fire watch" function, shall upon completion of work secure doors and windows, turn off general lighting and shall report to the principal actions of students that abuse the physical plant. The supervisor at each location shall secure the buildings. The District will not be responsible in any way for the contractor's supplies, materials, equipment, or personal belongings that may be damaged or lost by fire, theft, accident, or otherwise. Contractor will secure keys to each facility. The Director of Maintenance will provide the Contract Manager appropriate security code numbers for each buildings. All building keys except one (1) outside entry door key and alarm key shall be secured inside the building in a safe place assigned by the principal.

(a) Alarms (Security or Fire)

Each school is protected by an electrical surveillance system. Procedures to arm and disarm this system will be explained and provided to day porters and night crew supervisors by the Contractor's management team. Security system codes will only be provided to those contractor personnel absolutely essential to have them.

Alarms caused by failure to disarm the system upon entry into the school or by carelessness on the part of the contractor personnel will result in a fine.

(b) Alarm Activation/Deactivation

The day porter will insure the school/building alarm systems are deactivated and appropriate outside doors are unlocked at 6:30 a.m. each day of service. The night crew supervisor must insure that all doors and windows in the school/buildings are locked and the alarm system activated (armed) before leaving the premises.

**NOTE:** Outside doors should be checked to insure that they can be locked before 4:00 p.m. each day. Problems encountered locking any exterior door should be reported to Maintenance.

(c) Alarm System Problems (Security or Fire)

During the normal school day, problems with the security/fire system should be reported to the principal who will report it to Maintenance. After school hours, the night crew supervisor should report the problem to his school supervisor. If the problem cannot be corrected and the alarm system set, call the school principal or designated assistant. (A complete call list of District contacts will be given) In no case will the area manager leave the premises until the security system problem is resolved.

**TRAINING:** The contractor shall be responsible for providing the proper training for all of the Contractor's employees. Documented mandatory training of all employees in the cleaning techniques, chemical usage, and equipment usage and on all safety regulations required by AHERA, SCDHEC, OSHA, and EPA regulations shall be the Contractor's responsibility. Monthly documentation of the topic discussed and who attended will be submitted to the Director of Maintenance.

The contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees and FMSD students, staff and faculty.

**UTILITIES:** The School District shall provide the contractor with all normal utilities required for cleaning of buildings, excluding telephone, necessary for performing this contract (electricity, lights, water, and gas). Mechanical, heating, air conditioning, and telephone equipment rooms are considered off limits to contractor's forces. No housekeeping supplies are to be stored in these areas. The School District's representatives shall define exceptions. NO EQUIPMENT WILL BE ADJUSTED OR OPERATED BY THE CONTRACTOR'S FORCES. In the event of failure or trouble noted in any such items, the matter must be referred to the school principal.

#### Energy Clause

If mandatory energy conservation measures are applied to school facilities, the contractor will be expected to alter his work schedule as required for compliance. When the measures are lifted, the contractor will then be required to bring the facilities back up to previous standards within a reasonable period of time.

During evening cleaning operations, lights, computers, televisions and HVAC will be turned off after all cleaning is done in the room or area being cleaned. The contractor will comply with energy conservation requirements initiated by the School District.

**WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative. The Contractor shall have a complete copy of job plans on the job site at all times. A copy of the job plans shall also be provided to the building principal. Job plans should include but not limited to a color coded floor plan of the building with a breakdown of areas of responsibility for each employee and a cleaning time schedule/occurrences, MSDS locations, chemical usage in each work area or/and on each employee's cart and any other how to or safety information needed to perform the cleaning task the District deems necessary to conform with ongoing laws or regulations or performance of this contract.

## B. WORK SPECIFICATIONS

This specification covers provision for a complete and efficient housekeeping service, including all reasonable and necessary labor, supervision, equipment, and supplies in order to keep the contracted areas clean.

These are minimum requirements and standards.

**CONTRACTOR:** The contractor agrees to be responsible for and shall provide management/supervision of all employees working at all locations in the Fort Mill Schools. "Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work."

The Contractor and all Contracted employees must abide by the following rules:

1. Employee shall wear a picture identification badge (provided by the District) and a shirt (provided by the contractor) which will identify the contractor's employees. This will be worn at all times while on District property.
2. Employees shall be of good integrity and character. A South Carolina Law Enforcement Division check or any SLED/back ground check necessary shall be conducted on each potential employee prior to employment. The contractor may not employ an individual with a felony, sex offender or an excessive criminal record.
3. Employees shall not disturb any papers, boxes, or other materials except that in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
4. Employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage, within 24 hours to the school principal in writing, specifying the location and extent of the damage.
5. Employees shall not open drawers, file cabinets or use any telephone except public pay phones, or use any equipment, kitchen or otherwise, unless given specific approval by the school principal or his/her designees.
6. Employees will be expected to honor requests from the building principal to rearrange or move furniture to accommodate changes in enrollment or to prepare for special activities.
7. Employees shall not leave keys in doors or admit anyone into any building or office that is not a designated employee of the contractor. It is the responsibility of the contractor to lock all windows or exterior doors after students and teachers have left for the day. All windows or exterior doors shall remain locked while building is being cleaned. All windows or doors which were unlocked upon entry will be immediately locked. The contractor's supervisor must ensure that all windows or doors are locked and burglar alarms are set prior to leaving the premises. If unable to set alarms, supervisor must notify appropriate district personnel.

8. Contractor's employees must dust electronic equipment such as copy machines, computers, or other electronic devices and shall not clean these items with chemicals except when specifically requested by the District.
9. Employees shall not engage in idle or unnecessary conversation with school employees, other employees of the contractor or visitors to the building.
10. Employees shall not remove any article or materials from the premises, regardless of the value. This is to include the contents of any item found in the trash containers in or around the premises. Trash items are to be placed in dumpsters or trashcans designated for that purpose.
11. Employees shall abide by rules and regulations set forth by School District administration and policies set forth by the District Board of Trustees which affects the performance of the work.
12. The contractor's area managers must possess the ability to communicate effectively, both orally and in writing, with the housekeeping staff and other employees. The manager shall make contact on a regular basis (minimum once a week) with the school principal and once a day with the housekeeping and school staff to ensure adequate communication. He/she is responsible for reporting maintenance problems as they arise as well as other problems of mutual concern.
13. All the contractor's employees must be bonded. The contractor must provide the District with proof of bond.
14. The use or possession of alcoholic beverage or other non-prescription drugs will not be permitted on the contracted property. Contractor's employees who report for work showing evidence of any impaired conditions must not be permitted to remain on the premises.
15. Contractor's employees shall not use any part of the building and/or grounds other than for purposes expressly stated in this agreement.
16. Use of alcohol, drugs or tobacco is not permitted on District property. All District property is "Smoke Free".
17. Upon request from the Director of Maintenance to the contractor, any contractor's employee who fails to abide by this contract, the Contractor will immediately remove the employee from the job and replace the position.
18. The contractor will be required to assume all housekeeping duties in any District location of this contract during anytime the locations have any events during or after school hours or on weekends or during a break period. The word break is used in the cases of but not limited to the Flyers type programs and spring or Christmas times where the District will provide a service to its students when it is not a regular/normal day for all students to be at school. Any event sponsored by the school will be considered a part of the cleaning contract. This is anytime anywhere at no additional charge. Non District or non-school sponsored events may be extra billed from the Contractor at a price given to the District at the beginning of this Contract and may be renegotiated at the beginning of each physical year of this Contract.

19. The Contractor is required to have a complete copy of job plans on the job site, and a cleaning procedure checklist is required on the carts at all times. A copy of the job plans shall also be provided to the building principal. Job plans should include but not limited to a color coded floor plan of the building with a breakdown of areas of responsibility for each employee and a cleaning time schedule and occurrences, MSDS locations in each work area or/and on each employee's cart and any other how to or safety information needed to perform the cleaning task the District deems necessary to conform with ongoing laws or regulations or performance of this contract.
20. The District will approve all proper reporting and inspection documents, procedures and/or process put in place to perform these reports are at the District's discretion.

**DUTIES:** The work includes the requirements of the RFP and furnishing of labor and materials to complete the work indicated. The contractor shall provide adequate numbers of work persons to complete the work on the basis of current or revised enrollments, and square footage.

The contractor will provide two semi-annuals complete cleanup of the facilities at Christmas break and during the summer. Summer clean up shall be accomplished between the day after the last teachers in-service day for the end of the normal school year and a week (5 working days) before the return of the teachers for the start of the next normal school year at the end of the summer break.

School District Representatives will make routine inspections on a regular schedule. It is expected that the contractor's area manager will accompany the School District Representative when requested on these inspections. The contractor shall designate one person at each location as "supervisor". Communications from the principal shall be directed to that person. The supervisor at each school shall notify the principal of any condition, deterioration, damage, safety hazard, menace or inoperative device promptly upon discovery.

**INCLEMENT WEATHER:** In case of extreme weather, the contract supervisor will directly contact the District's Representative and inform him of the status of cleaning in the facilities covered by this contract. The School District's representative, if any, will reschedule make-up day(s). The District will notify the Contract Supervisor if school is cancelled due to inclement weather. If the maintenance department reports to work, all of the housekeeping staff will be expected to be on the job to assist with removing walkways and entranceways of snow and ice and to properly disperse ice melt in these areas.

**INSPECTIONS:** The project manager and area managers shall arrange a convenient time for inspection of the job and confirmation of compliance with specifications on a daily, weekly and monthly basis.

The next level manager above the on-site Project/Site Manager will make site inspections two times per month (at all locations). Day and times will be coordinated with the District representative.

**PERFORMANCE RECORD:** There will be a log book in each office for reporting of deficiencies of service or issues as they arise. At the beginning of each day, the area manager will check this log and take care of issues as soon as possible.

The lead crew person will be trained as well as the day and night porter to secure building(s) and set alarm. The area manager will do this training with assistance from the District Representative.

The Project Manager will give the principal of each school and the designated district representative a list of telephone numbers where he/she may be reached day or night, should a problem arise.

**PROJECT COORDINATION:** The contractor shall coordinate and schedule his staff to complete the daily work. The contractor shall schedule their cleaning processes around at the facilities used for programs to accommodate the District during the normal school year, summer and any breaks. Any substitute worker or newly assigned custodian will report to the office immediately upon entering the school building.

**QUALIFICATIONS OF WORK PERSONS:** The contractor shall use an adequate force of skilled work persons who are thoroughly trained and experienced in the necessary crafts and skills. Work persons shall present a clean and neat appearance, shall not engage in profanity, immoral acts, stealing, use of alcohol, or illegal drugs. Work persons in violation of the above, upon notification to the contractor, shall be immediately and permanently removed from the District property and replaced with acceptable personnel. The District shall require a copy of each applicant's police record before assigning him or her to a building. These records must be obtained from the State of South Carolina Law Enforcement Division (SLED), PO Box 21398, Columbia, SC 29221 (attention: Criminal Records Section) (can also be obtained on-line).

**UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

**WORKING HOURS:** The District reserves the right to reduce/change the hours and or days and or management and or service from the Contractor.

From time to time, the school building or part thereof, are used for meetings or program fulfillment after normal working hours. It is the cleaning contractor's responsibility to reschedule the cleaning time for that area in order to perform all duties with the frequencies required by this contract regardless of the time vacated. (School principal is to provide an activity calendar to assist contractor with scheduling.)

Current year district calendar is included in Appendix F. Calendar for 2020-2021 has not been approved at this time.

Employee absenteeism will be audited monthly by the District (from vendor provided time keeping report), and at no time should attendance be below 95% of the allocated hours. There will be a \$15 per hour penalty to the contractor for any hours each month below 95%.

### **MINIMUM HOUSEKEEPING REQUIREMENTS**

The task list below is not intended to be exhaustive but, rather, representative. Vendors are required to include a prototype task and project list and staffing estimates for this contract with their proposal. Common areas include, but are not limited to, corridors, lobbies and open gathering spaces.

#### **A. Classrooms**

5 x per week: Empty trash receptacles and replace bags  
Dust mop resilient or vacuum carpeted floors  
Spot clean spills and spots on carpet  
Dust horizontal surfaces  
Spot clean glass surfaces

2 x per week High dust horizontal surfaces  
Vacuum dust from air return ducts  
Edge clean carpet with vacuum and resilient floor with damp mop  
Vacuum or damp mop behind doors

1 x per week Sanitize trash receptacles  
Dust blinds

#### **B. Offices, Lobbies, Lounges**

5 x per week Empty trash receptacles and replace bags  
Dust horizontal surfaces below 70"  
Sanitize telephones  
Spot clean desktops  
Spot clean door panels and partition glass  
Vacuum carpeted or dust mop resilient floors  
Spot clean spills and spots on carpets, resilient floors and upholstered furniture  
Spot clean furniture  
Clean and sanitize drinking fountains

- 1 x per week
  - Dust horizontal surfaces above 70"
  - Dust blinds
  - Edge clean carpet with vacuum and resilient floor with damp mop
  - Vacuum or damp mop behind doors
  - Remove cobwebs
  - Polish wooden desks
  - Sanitize trash receptacles

Exterior Entrances are to be cleaned 5x per week. These entrances are the first impression visitors have of our facility and must be kept clean at all times.

C. Restrooms and Locker Rooms

- 5 x per week
  - Clean, sanitize and polish all toilet bowls, urinals and hand basins
  - Clean all glass and mirrors
  - Empty trash containers and replace liners. Spot clean container.
  - Empty biohazard cans using proper disposal methods. Replace red liner. Spot clean container
  - Spot clean walls, doors and partitions.
  - Refill all dispensers – soap, towels, etc. (Supplies to be furnished by client)
  - Dust all horizontal surfaces below 70"
  - Sweep, damp mop and sanitize hard floors
  
- 1 x per week
  - Dust all horizontal surfaces above 70"
  - Remove all soap scum and water deposits from showers
  - Thoroughly clean all walls, doors and partitions
  - Sanitize trash receptacles
  - Clean and sanitize all showers

D. Cafeterias

- 5 x per week
  - Empty all trash receptacles, replace liner
  - Clean and sanitize drinking fountains
  - Dust horizontal surfaces below 70"
  - Spot clean walls and door glass
  - Dust mop or vacuum entire floor surface
  - Damp mop and sanitize hard floor or resilient floor
  - Edge clean and clean behind doors
  - Clean and disinfect tables and benches or chairs
  
- 1 x per week
  - Clean and sanitize trash receptacles

E. Resilient and hard floors – Additional Instructions

- Daily
  - Machine scrub and remove scuffs and heel marks (Common areas & cafeteria)
  
- 1 x month
  - Machine scrub to remove scuffs and heel marks (all other areas)

- 2 x per year Machine scrub and add coats (2 minimum) to maintain protection and gloss level (common areas and cafeteria) (Christmas Break and Summer Break)
- 1 x per year Summer – Thoroughly strip and deep clean all resilient floors. Refinish and polish to a shine (5 coats recommended minimum). Take care to clean all baseboards and kick plates. All non-resilient and non-waxable hard floors to be scrubbed and deep cleaned. All waxable floors are required to be stripped completely down to bare tile within the first year of the contract, then evaluated via walkthrough each year.

F. Summer/Holiday period services

- 1 x per year Wash all windows inside and out (this includes all windows regardless of height) – to be completed in the summer.
- 2 x per year Deep clean all carpeted areas with machine (shampoo or dry clean method – no hot water)  
Clean and sanitize all desks and chairs  
Clean and sanitize all surfaces on tables, benches and chairs in eating areas  
Shampoo or dry method clean any requested upholstered furnishings  
Power wash walls, stalls and fixtures in restrooms and shower rooms  
Wash walls and lockers  
Wet clean and sanitize all blinds

G. Miscellaneous

- 5 x per week Dust mop entire gymnasium floor(s) using treated mop (mop and cleaner provided by client)  
Spot clean spills with cleaner  
Vacuum mop head and re-treat before storing  
Clean in, around and behind bleachers (vacuum and/or damp mop)  
Pick up and dispose of trash around the exterior perimeter of building  
Clean athletic facilities as required by use  
Lock all interior and exterior doors  
Check doors before leaving building  
Set alarm system before leaving building
- 1 x per week Damp/wet scrub or mop gymnasium floors  
(The District contracts out stripping of the gym floors)
- 2 x per year Clean all window wells in gymnasiums and common areas (includes windows exceeding ladder reach) (to be completed during Christmas and Summer breaks)
- As needed Respond to requests for special cleaning for special events  
(Events sponsored by groups or individuals outside of the district's regular programs are to be billed directly to the sponsoring agency.)

## H. General

- 5 x per week Notify Supervisor of Buildings and Grounds of any irregularities noted in the buildings such as plumbing problems, unlocked doors, needed supplies, etc.
- 1 x per month Conduct a customer service visit with each school principals and the Assistant Superintendent for Finance and Operations or her designee

## I. Restroom Technician

Two (2) full time dedicated restroom tech will deep clean all group restrooms in every school on a rotating schedule so that every school is serviced every ten (10) days. Deep clean and include use of a pressure powered restroom all surface cleaner to disinfect all surfaces and power wash all floors.

**Note: All cleaning to be conducted on a non-interference basis so as not to disrupt school activities. Activities that require limited access must be scheduled in advance through the building principal and the Director of Operations.**

### GENERAL DAY PORTER RESPONSIBILITIES

There will be at least one eight-hour day porter in each school each day. Additional day porters may be added if the size of the student body warrants it.

1. Open the building and/or secure the building as directed by the principal.
2. Correct deficiencies from previous night's cleaning.
3. Inspect building daily for unauthorized entrance / vandalism.
4. Check heat and cooling for proper operation (report issues).
5. Clean up after breakfast & lunch (remove trash to dumpsters immediately).
6. Police entrances, sidewalks, parking lots & grounds for debris.
7. Monitor dumpsters keeping tops & side doors closed at all times.
8. Clean up after sick children as needed.
9. Check & re-stock restrooms as needed throughout the day.
10. Assist in setting up furniture for special events.
11. Assist in unloading delivery trucks & deliver boxes as needed.
12. Assemble & move furniture as needed.
13. Snow & ice removal of areas adjacent to buildings, walkways & stairs.
14. Sweep hallways between class changes.
15. Respond to emergency cleaning needs.
16. Handle reasonable request from the principal. If there is doubt as to what is reasonable, the employee should contact his/her manager.

### **C. SPECIAL CONTRACTOR REQUIREMENTS:**

- A. Opening, closing and securing of all polling places as directed by the designated district representative, and is a responsibility of the contractor at no additional cost to the District and will be coordinated by District personnel.
- B. Any outside group allowed to rent any building by the School District will be charged for cleanup and/or housekeeping staff for being present. In which a custodian is to be supplied in accordance with the contract, i.e. a male to clean boys/men restrooms and female to clean girls/ladies restrooms. (Services for outside groups will be handled aside from this contract, and the hourly rate will be negotiated with the awarded vendor)
- C. The District reserves the right to purchase equipment, parts or supplies for the District at a cost plus profit from the Contractor.
- D. The minimum pay rate for custodial positions shall be \$10/hour. All employees, including new hires, shall be at or above this pay rate. Please include with your bid, pricing using a minimum pay rate of \$10/hour; \$11/hour and \$12/hour. The District reserves the right to select the minimum rate of pay based on the proposal.**
- E. Current employees must be given the opportunity to interview for their current positions.
- F. The District will provide a location for a washer and dryer at Fort Mill High School and Nation Ford High School (to be used by contractor for washing micro fiber mops).

### **D. REQUIRED EQUIPMENT LIST (all equipment must be new)**

All equipment must be new and on-site at the start of the contract (July 1, 2020)

#### **High Schools:**

- Two ride on scrubbers (1 stand up recommended)**
- Two disinfecting foggers**
- Two wet vacs**
- Two low speed floor machines**
- One carpet machine**
- Minimum of 1 backpack vacuum plus one vacuum per FTE**
- One high speed buffer**
- One golf cart/gator**
- One 40v battery blower**

**Middle Schools:**

- One ride on scrubber (stand up recommended)**
- One disinfecting fogger**
- One wet vac**
- One low speed floor machine**
- One carpet machine**
- Minimum one backpack vacuum plus one vacuum per FTE**
- One high speed buffer**
- One 40v battery blower**

**Elementary Schools**

- One scrubber**
- One wet vac**
- One low speed floor machine**
- Carpet machine**
- Buffer at standalone locations**
- Minimum one backpack vacuum plus one vacuum per FTE**
- One 40v battery blower**

**Additional Required Equipment:**

- Restroom Touchless Cleaning machines – one per HS plus 3 additional (2 roving and 1 for spare/emergency)**
- Floor Fans**
- Washer/Dryers for high schools**

**\*Contractor will meet with Mr. Clinton Brower once per quarter to do a visual equipment inventory in every location. If equipment is missing, contractor will have 48 hours to replace it.**

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

**Evaluation:** In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

**PROPOSAL FORMAT AND AWARD CRITERIA:**

**Please format your proposal to follow the outline listed below:**

Tab 1: Understanding & Ability to meet all Service Requirements

The degree to which the offeror has responded to the purpose and scope of work. The products or service to be provided, flexibility of offeror to meet district needs and timeline and conformance in all material respects to this RFP.

- a. Completed page 1 & 2 of the solicitation and Business Profile (Appendix A).
- b. Submit cover letter and introduction of the company detailing the acceptance of requirements and policies stated within this RFP and, if necessary, a statement that exceptions are included. Cover letter should be signed by a representative authorized to legally bind the firm.
- c. Acknowledge receipt of any amendments.
- d. Whether the company is an individual, partnership, corporation, or joint venture
- e. How long in business (Submit date organized)
- f. Number of employees currently on payroll.
- g. Submit a summary of understanding of the requirements, management practices, and capabilities of training contractor's employees (include a copy of your training manual with a complete descriptive narrative of your training methods for all employees). Summary should outline the contractor's ability to meet the physical responsibility requirements.
- h. Submit a list of the new equipment to be used in the contract. (If the incumbent is awarded the contract, they will be required to provide all new equipment (including brooms, mops etc.)
- i. Submit technique used for cleaning each type of floor.

Tab 2: Satisfactory Record of Performance

- a. Submit experience in similar projects
- b. Provide a list of all current clients to include service dates. The client list should include the following: Company name, mailing address, contact name, telephone number, project scope, project value, and dates of service.
- c. Also include a minimum of five (5) references (school districts) for similar size/scope projects. (Appendix B)

Tab 3: Cost

Submit cost on the enclosed Cost & Pricing Forms in Section VIII. (To be submitted in a separate sealed envelope labeled "Tab 3 – Cost"

Tab 4: Training, Qualifications & Experience of key personnel who will be assigned to the work in this contract.

Submit name, experience, training, certifications & qualifications of key personnel to be assigned to this contract (with titles). Also include proposed staffing levels (Appendix D)

Tab 5: Annual Report or Financial Statement

Submit a copy of current annual report or financial statement prepared by a Certified Public Accountant

Tab 6: Capabilities Assessment

Questionnaire in Appendix C

Tab 7: Exceptions taken to the RFP

Submit a statement of any exceptions to the RFP.

Negotiations: The Purchasing Official may elect to make an award without conducting negotiations. However, after the offers have been ranked and on-site presentation are complete, the Purchasing Official may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second and then the third ranked offeror.

**SUBMITTING REDACTED OFFERS (MAR 2015):** If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information ( the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

## V. QUALIFICATIONS

**QUALIFICATIONS OF OFFEROR (MODIFIED MAR 2015):** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the District Standards of Responsibility, and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

District Standards of Responsibility - Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:

1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate it's capability to meet all contractual requirements;
2. a satisfactory record of performance;
3. a satisfactory record of integrity;
4. qualified legally to contract with the District; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

**QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

#### **QUALIFICATIONS -- MANDATORY MINIMUM**

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

1. Proposals shall be considered only from vendors who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability to render prompt and satisfactory service in the volume required by the solicitation, experience, equipment, facilities and personnel directly employed.
2. Experience/Performance Recommendations: The Company must have a minimum of five (5) years in the housekeeping business. They must have at least five (5) favorable

references in order to demonstrate their professionalism and good faith commitment to observe all reasonable commercial standards of fair dealings. (From school districts or institutions of higher learning with the same size/scope of work as required in this solicitation) – (Please list South Carolina Districts first)

3. **Fiscal and Physical Responsibility:** The Company must be able to demonstrate to the District's satisfaction that the contractor has the ability to provide all equipment, manpower, and trained key personnel to fulfill the contractor's obligations to the District. Written proposal must be submitted outlining the contractor's ability to meet the fiscal and physical responsibility requirements.
4. **Capability of Meeting the Needs of Schools:** Since the housekeeping needs of a school district are unique in comparison to industrial standards, the contractor must demonstrate to the District that they are capable of understanding the District's needs and capable of training their personnel to meet the specific needs of the District.

(b) The Purchasing Official may, in his/her discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

## **VI. AWARD CRITERIA**

**AWARD CRITERIA – PROPOSALS (MODIFIED - JAN 2006):** Offers will be evaluated and ranked. The top ranked firms will be invited to make presentations to the committee. After presentations, firms will be ranked again and award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District.

## **DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (MODIFIED - FEB 2015)**

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If

negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal.

**EVALUATION FACTORS – PROPOSALS (JAN 2006):** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Understanding & Ability to Meet Requirements of this RFP – Tab 1;
2. Industry experience & references (Appendix B) – Tab 2;
3. Cost: Submit cost on the enclosed Pricing Forms – Tab 3;
4. Training, Qualifications & Experience of key personnel – Tab 4;
5. Current Financial Statements – Tab 5;
6. Capabilities Assessment (Appendix C) – Tab 6.

**UNIT PRICE GOVERNS (JAN 2006):** In determining award, unit prices will govern over extended prices unless otherwise stated.

## **VII. TERMS AND CONDITIONS – A. General**

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (MODIFIED FEB 2015):** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identify (by contract number) of the specific contract to which the assignment applies, and (iii) the name of the assignee and he exact address or account information to which assigned payments should be made. (b) if contractor amends, modifies, or otherwise changes its name, its identify (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and required approvals.

**CHOICE-OF-LAW (JAN 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement"

means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED FEB 2015):** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**DISCOUNT FOR PROMPT PAYMENT (MODIFIED JAN 2006):** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES (MODIFIED JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Procurement Officer in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the Solicitation #19-024 Custodial Housekeeping Services

term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY (JAN 2006):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NO INDEMNITY OR DEFENSE (MODIFIED FEB 2015):** Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

**NOTICE (MODIFIED JAN 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**OPEN TRADE (JUNE 2015):** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or

doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PAYMENT & INTEREST (MODIFIED FEB 2015):** (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, payment will be made by check mailed to the payment address on "Page Two." (c) Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

- All invoices for payment of purchases of goods or services shall be delivered to Fort Mill School District Administrative Office.
- All payment for purchases of goods or services shall be paid by the District within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

**PUBLICITY (MODIFIED JAN 2006):** Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (MODIFIED JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SURVIVAL OF OBLIGATIONS (JAN 2006):** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES (MODIFIED - JAN 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor

by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY (JAN 2006):** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

**WAIVER (MODIFIED JAN 2006):** The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

## **VII. TERMS AND CONDITIONS -- Special**

Section Not Applicable - Intentionally Omitted

### **CHANGES (MODIFIED JAN 2006):**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases

the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) **Claim Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

**COMPLIANCE WITH LAWS (JAN 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONFERENCE – PRE-PERFORMANCE (MODIFIED JAN 2006):** Unless waived by the Procurement Officer, a pre-performance conference between the contractor and the District shall be held at a location selected by the District within five (5) days after final award, and prior to the commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at the contractor's expense.

**CONTRACTOR'S LIABILITY INSURANCE – GENERAL (MODIFIED FEB 2015):**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general

aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) The District, and the officers, officials, employees and volunteers of the District, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. Please list the additional insured as Fort Mill School District, 2233 Deerfield Drive, Fort Mill, SC 29715.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District and the officers, officials, employees and volunteers of the District. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of the District, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CONTRACTOR PERSONNEL (JAN 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**CONTRACTOR'S USE OF DISTRICT PROPERTY (MODIFIED - JAN 2006):** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

**DEFAULT (MODIFIED JAN 2006)**

(a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and Solicitation #19-024 Custodial Housekeeping Services

without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

**DISPOSAL OF PACKAGING (JAN 2006):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

**ILLEGAL IMMIGRATION (MODIFIED NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)): By signing your offer, you certify that you will comply with the Solicitation #19-024 Custodial Housekeeping Services

applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

**INDEMNIFICATION – THIRD PARTY CLAIMS – (MODIFIED NOV 2011):**

Notwithstanding any limitation in this agreement, contractor shall defend and indemnify Fort Mill School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorney's fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from any defect in the goods or services acquired hereunder or from any act or omission of contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow contractor to settle such suit or claim so long as:

- a. all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor; and
- b. the settlement imposes no non monetary obligation upon the District.

The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor. District shall reasonably cooperate with the contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**INFORMATION USE AND DISCLOSURE – STANDARDS (MODIFIED - FEB 2015)**

To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of District information, as defined herein, and Contractor agrees that the District is not a licensee.

- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

**LICENSES AND PERMITS (MODIFIED JAN 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006):** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. Any request for price increase shall not exceed 2% per year and will only be effective from year 2 forward. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

**PRICING DATA - AUDIT - INSPECTION (MODIFIED - JAN 2006):** [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the District may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification.

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When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the District context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the District context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the District.

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**TERM OF CONTRACT – OPTION TO RENEW (MODIFIED – JUNE - 2018):** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. Maximum contract period is 5 (five) years unless additional years are approved by the Superintendent and/or Board.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006):** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term.

**TERMINATION FOR CONVENIENCE (MODIFIED - JAN 2006):** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called Solicitation #19-024 Custodial Housekeeping Services

“manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor’s failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District’s right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

## VIII. FACILITY INFORMATION

Location & Address	Square Footage	Year Opened	Current Enrollment	Current # of Staff
*Catawba Ridge High School 1180 Fort Mill Parkway	412,218	2019	871	106
Fort Mill High 225 Munn Road	382,231	1987	2,068	192
Nation Ford High 1400 AO Jones Blvd.	338,734	2007	1812	185
Banks Trail Middle 164 Banks Road	125,850	2011	855	83
Fort Mill Middle 200 Springfield Parkway	120,547	1998	808	84
Gold Hill Middle 1025 Dave Gibson Blvd.	120,547	1998	906	84
Pleasant Knoll Middle 2320 Pleasant Road	155,316	2017	898	82
Springfield Middle 1711 Springfield Parkway	123,585	2006	687	76
Doby's Bridge Elementary Doby's Bridge Road	120,983	2014	1,050	109
Fort Mill Elementary 192 Springfield Parkway	88,199	2001	897	95
Gold Hill Elementary 1000 Dave Gibson Blvd.	107,336	1995	915	97
**Kings Town Elementary 1774 Mason's Bend Dr.	132,165	2020	TBD	TBD
Orchard Park Elementary 474 Third Baxter Crossing	88,199	2001	813	95

Location & Address	Square Footage	Year Opened	Current Enrollment (as of 12/4/19)	Current # of Staff
Pleasant Knoll Elementary 2346 Pleasant Road	97,464	2009	970	108
**River Trail Elementary 1016 Fort Mill Parkway	132,165	2020	TBD	TBD
Riverview Elementary 1434 Harris Road	120,983	2014	810	117
Springfield Elementary 1691 Springfield Parkway	88,199	2001	880	103
Sugar Creek Elementary 1599 Farm House Drive	97,464	2009	848	109
Tega Cay Elementary 2185 Gold Hill Road	120,983	2014	1,019	102
Administrative Office 2233 Deerfield Drive	51,475	2012		97
Operations/Transportation/Bus Maintenance Shop 351 Gillig Drive	20,155	2012		220
<b>TOTAL SQUARE FOOTAGE</b>	<b>3,044,798</b>			

\* Catawba Ridge High School does not have a current senior class. This will be added for the 2020/2021 school year so enrollment will increase.

\*\* Kings Town Elementary and River Trail Elementary will open in August of 2020. Schools were built to house 1,000 students (however actual staff and student enrollment at this time is unknown)

## Current Staffing Levels

Location	Full Time Day Porters (8 hrs)	Part Time Day Porters (4 hrs)	Mid Day Porter (8 hrs)	Lead (8 hrs)	Evening Full Time Employees (8 hrs)	Evening Part Time Employees (4 hrs)	Floor Tech (4 hrs)	Total Daily Hrs
Catawba Ridge HS								
Fort Mill High	2			1	5	3		76
Nation Ford High	2			1	5	3		76
Banks Trail Middle	1		1		2			32
Fort Mill Middle	1		1		1		1	36
Gold Hill Middle	1		1		2		1	36
Pleasant Knoll Middle								
Springfield Middle	1		1		2			32
Doby's Bridge Elem								
Fort Mill Elem	1		1		2			32
Gold Hill Elem	1		1		2		1	36
Kings Town Elem								
Orchard Park Elem	1		1		2			32
Pleasant Knoll Elem	1		1		2			32
River Trail Elem								
Riverview Elem	1		1			3 (5 hrs)		31
Springfield Elem	1		1		2			32
Sugar Creek Elem	1		1		2			32
Tega Cay Elem								
Administrative Office	1							8
Operations/Transportation		1						4
Delivery Driver	1							8
Roving Utility	1							8
Restroom Technician	1							8
<b>TOTAL HRS</b>								<b>555</b>

**There are 250 work days in the housekeeping calendar. The following are eleven holidays which you can decide whether or not you want your employees on-site.**

**Custodial Staff/District Holidays:**

**MLK Day\***  
**Presidents Day\***  
**Memorial Day\***  
**July 4<sup>th</sup>**  
**Labor Day**  
**Thanksgiving Day**  
**Day After Thanksgiving Day**  
**Christmas Eve**  
**Christmas Day**  
**New Year's Eve**  
**New Year's Day**

**\*indicates potential weather make-up day. When holidays are used as make-up days, all housekeeping staff should report to work as regularly scheduled.**

**\*\*if your proposal requires different staffing levels, please include detailed information with your submittal.**

**(Kings Town Elementary and River Trail Elementary will open in August 2020)**

**IX. Bid Form**

<b>Location</b>	<b>Square Footage</b>	<b>Total Annual Cost @ \$10/Hour</b>	<b>Total Annual Cost @ \$11/Hour</b>	<b>Total Annual Cost @ \$12/Hour</b>
Catawba Ridge High School	412,218			
Fort Mill High School	382,231			
Nation Ford High School	338,734			
Banks Trail Middle School	125,850			
Fort Mill Middle School	120,547			
Gold Hill Middle School	120,547			
Pleasant Knoll Middle	155,316			
Springfield Middle School	123,585			
Doby's Bridge Elementary	120,983			
Fort Mill Elementary	88,199			
Gold Hill Elementary	107,336			
Kings Town Elementary	132,165			
Orchard Park Elementary	88,199			
Pleasant Knoll Elementary	97,464			
River Trail Elementary	132,165			
Riverview Elementary	120,983			

Springfield Elementary	88,199			
Sugar Creek Elementary	97,464			
Tega Cay Elementary	120,983			
District Office	51,475			
Operations / Transportation / Bus Maintenance Building	20,155			
<b>TOTAL ANNUAL COST</b>	<b>3,044,798</b> total sf	\$ _____	\$ _____	\$ _____
<b>COST PER SQUARE FOOT (cleaning cost)</b>		\$ _____ / SQ. FT.	\$ _____ / SQ. FT.	\$ _____ / SQ. FT.

I agree to furnish all information required in this solicitation.

I have read and fully understand the terms and conditions of this proposal and do hereby agree to fulfill the specifications should my firm's proposal be selected. I understand that this solicitation along with any amendments in conjunction with a fully executed FMSSD purchase order constitutes a binding contract. The District will not sign a vendors contract form and terms and conditions cannot be altered (added or deleted) by the vendor.

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Name of Firm

---

Name of Authorized Representative

---

Handwritten Name & Title

## X. ATTACHMENTS TO SOLICITATION

### LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

- Appendix A – Minority Participation
- Appendix B – Drug Free Workplace Certification
- Appendix C – References
- Appendix D – Vendor Capabilities Assessment
- Appendix E – Proposed Staffing Levels
- Appendix F – 2019-2020 Calendar

### OFFEROR'S CHECKLIST – (June 2007) Avoid Common Mistakes

**Review this checklist prior to submitting your bid/proposal.**

**If you fail to follow this checklist, you risk having your bid/proposal rejected.**

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the District's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Check to ensure your bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

*This checklist is included only as a reminder to help offerors avoid common mistakes.*

*Responsiveness will be evaluated against the solicitation, not against this checklist.*

*You do not need to return this checklist with your response.*

**Appendix A**  
**MINORITY PARTICIPATION**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoep.state.sc.us/osmba/>

\_\_\_\_\_  
Company Name  
Solicitation #19-024 Custodial Housekeeping Services

\_\_\_\_\_  
Signature

## Appendix B

### Drug Free Workplace Certification

<p style="text-align: center;"><b>Fort Mill School District Four</b> Administrative Offices 2233 Deerfield Drive, Fort Mill, SC 29715</p> 	<b>Request for Proposal:</b> 19-024
	<b>Date Issued:</b> January 28, 2020
	<b>Procurement Officer:</b> Kelly Keniston
	<b>Phone:</b> (803) 548-8202
	<b>E-Mail Address:</b> kenistonk@fortmillschools.org

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Fort Mill Schools.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:

- (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five (5) Days after the conviction;
- (5) Notifying the using agency within Ten (10) Days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within Thirty (30) Days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
- (a) Taking appropriate personnel action against the employee, up to and including termination; and
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

**Solicitation Number:** 19-024

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**Project Name:** Custodial Housekeeping Services

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**Contractor/Vendor Name:**

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**Address:**

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**Authorized Representative Name/Title:**

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**Signature:** \_\_\_\_\_

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

**Witness:**

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**Note:** This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

## Appendix C

### REFERENCE FORM

The District expressly reserves the right to reject the bid of any Proposer who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Proposer is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.

Provide a minimum of five (5) references (public school systems – preferably in South Carolina)

District/Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 1**

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District/Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 2**

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District/Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 3**

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District/Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 4**

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District/Company Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Scope of Work, Total Contract Cost & Years of Service: Attach separate sheet and label **REFERENCE 5**

## Appendix D: Vendor Capabilities Assessment

Responses to the following questions will be used as a tool to evaluate your company's capability to provide Fort Mill School District with Housekeeping Services as outlined in this solicitation. Please answer the questions as thoroughly as possible, and provide examples where applicable.

1. In what area(s) does your company specialize? Describe the services you currently provide to other districts and businesses.
2. How many years has your company been providing Housekeeping Services to public school systems?
3. Is your company privately or publicly owned?
4. Where are your corporate headquarters located? How many full time employees are in your corporate headquarters?
5. List your capital investments over the last three years? (2011, 2012, 2013)
6. List major equipment your company currently owns including work equipment, vehicles, office & computer equipment etc. (include approximate value of each)
7. Is your company a division or subsidiary of another company? If yes please detail
8. Who are your five (5) largest customers and what is the total square footage for each? Please provide contact information for each.
9. Please list all school districts you are currently in contract with to provide housekeeping services and include square footage.
10. What is your current capacity (i.e. total square feet per night)? How would a contract of this size impact your business? Provide a plan for handling the staffing increases necessary to service Fort Mill School District if you were awarded this contract.

11. Describe your companies 'Employee Training Model' (new and existing employees) and include a copy of your companies training booklet. Also include the number of annual training hours required for your employees.
12. Who were the last two lost contracts for your company and why did you lose the business?
13. Are you a union or non-union company?
14. What is the turnover rate for housekeeping laborers in your company for the last three (3) years? Answer the same for management staff?
15. Describe in detail your implementation plan if you were to be awarded this contract.
16. Please outline your company hierarchy including job titles with regards to an account with Fort Mill School District. (i.e. who reports to who)
17. Is your company currently involved in any litigation at this time? If so, please provide details.
18. Has your company ever been involved in litigation? If so, please provide details.

**Appendix E: Proposed Staffing Levels (if they differ from current levels)**

<b>Location</b>	<b>Full Time Day Porters (8 hrs)</b>	<b>Part Time Day Porters (4 hrs)</b>	<b>Mid Day Porter (8 hrs)</b>	<b>Lead (8 hrs)</b>	<b>Evening Full Time Employees (8 hrs)</b>	<b>Evening Part Time Employees (4 hrs)</b>	<b>Floor Tech (4 hrs)</b>	<b>Total Daily Hrs</b>
Catawba Ridge High								
Fort Mill High								
Nation Ford High								
Banks Trail Middle								
Fort Mill Middle								
Gold Hill Middle								
Pleasant Knoll Middle								
Springfield Middle								
Doby's Bridge Elem								
Fort Mill Elem								
Gold Hill Elem								
Kings Town Elem								
Orchard Park Elem								
Pleasant Knoll Elem								
River Trail Elem								
Riverview Elem								
Springfield Elem								
Sugar Creek Elem								
Tega Cay Elem								
Administrative Office								
Operations/ Transportation								
Delivery Driver								
Roving Utility								
Restroom Technician								
<b>TOTALS</b>								

APPENDIX F: 2019-2020 Calendar

# FORT MILL SCHOOLS 2019-2020 ACADEMIC CALENDAR

Children First Every Day 2233 Deerfield Drive, Fort Mill, SC 29715 | Phone: (803) 548-2527 | www.fortmillschools.org

**July 2019**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**August 2019**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**September 2019**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**October 2019**

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18*	19
20	21	22	23	24	25	26
27	28	29	30	31		

**November 2019**

S	M	T	W	T	F	S
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**December 2019**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19*	20*	21
22	23	24	25	26	27	28
29	30	31				

**First Day: Aug 19** (Earliest start date allowed by law.)  
**Last Day: June 4** (Subject to weather make-up days, SC law # 43896.)

**Student & Staff Holidays - No School**

- Sep 2 - Labor Day
- Oct 18 - Possible Weather Make-up Day
- Nov 27-29 - Thanksgiving Break
- Dec 19\* - Jan 3 - Winter Break
- Dec 25 - Christmas Day
- Jan 20 - Martin Luther King Jr. Day
- Feb 17 - Presidents Day
- Mar 27-30 - Spring Break
- Apr 10 - Possible Weather Make-up Day
- Apr 11 - Memorial Day\*
- Apr 12 - Possible Weather Make-up Day

**Teacher Work & Professional Days  
No School For Students**

Aug 12-16 Jan 17\*

Oct 21 Mar 13\*

Jan 3 June 5\*

\*Indicates potential weather make-up day.

**Instructional Hill & Noted - 1/2 Days**

1/2 Days: 1/2 Day Dismissal Times

Jun 3 Elementary - 11 a.m.

Jun 4 Middle - 11:35 a.m.  
High - 12:30 p.m.

**End Of Term & Reporting Dates**

30th Day - Sept 30 120th Day - Mar 2

45th Day - Oct 23 135th Day - Mar 24

60th Day - Nov 13 150th Day - April 22

91st Day - Jan 16 180th Day - June 4

(End of 1st Semester) (End of 2nd Semester)

**Report Card Dates**

Grades K-8  
Q1=Oct 31, Q2=Jan 24, Q3=April 3, Q4= June 4\*\*

Grades 9-12  
M1= Oct 8, M2=Nov 20, M3= Jan 24,  
M4=Mar 11, M5=April 30, M6=June 4\*\*

\*\* Year end report cards are mailed home for grades 6-12

**Graduation Dates**

to be determined (Tentative June 5)

Fort Mill High School: 2 p.m.

Nation Ford High School: 6 p.m.

- Winthrop Coliseum, Rock Hill, S.C. -

**January 2020**

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17*	18
19	20*	21	22	23	24	25
26	27	28	29	30	31	

**February 2020**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17*	18	19	20	21	22
23	24	25	26	27	28	29

**March 2020**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13*	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**April 2020**

S	M	T	W	T	F	S
				2	3	4
5	6	7	8	9	10	11
12	13*	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**May 2020**

S	M	T	W	T	F	S
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25*	26	27	28	29	30
31						

**June 2020**

S	M	T	W	T	F	S
				4	5*	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Board of Trustees Approved February 19, 2019  
 \*Updated March 4, 2019

First & Last Day of School (Last day of school is a 1/2 day)	Instruction Day - Students in School (please note -1/2- day indicator)	Student & Staff Holiday - No School for Staff or Students	Teacher Work Day - No school for Students	Potential Weather Make-up Day - Typically the first available weather make-up day, after a school closure, is used. See H.3890 details below
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School delays, early dismissals, and cancellations are communicated via the district's messaging system and are also posted on the district's website: www.fortmillschools.org. SC State Law H.3890 requires that 3 statutory weather make-up days must be used before a school board is granted the right to waive up to 3 remaining weather make-up days. Therefore the calendar, including the last day of school, is subject to change in the event of severe weather or other unforeseen circumstances.