

REQUEST FOR PROPOSAL

Custodial Services

Sealed proposals from qualified Contractors will be received by Elmore County Schools, Maintenance Department, 100 H H Robison Drive, Wetumpka, AL 36092 until 10:00AM, prevailing time, Friday, May 02, 2025, for Custodial Services for Elmore County Schools. At the time and place noted above, the proposals for the custodial services will be publicly received and officially acknowledged.

All Contractors submitting a proposal are required to attend the Pre-Proposal Conference to be held April 24, 2025, at 9:00AM, at the Elmore County Schools, Maintenance Department, 100 H H Robison Drive, Wetumpka, AL 36092. *If you would like to attend the required pre-proposal conference via Zoom, arrangements will be made for that. The pre-proposal conference will include visiting three (3) of the facilities, for those in-person attendees. A roster containing the names of all those contractors attending the conference will be compiled and verification of a Contractor's attendance at the conference will be required before acceptance of his/her proposal. **Proposals from Contractors not attending the Pre-Proposal Conference OR by Zoom will not be accepted.**

A certified check or Bid Bond Payable to **Elmore County Board of Education** in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal. Performance and statutory labor and material payment bonds will be required at the signing of the Contract.

Proposal documents may be obtained at the Elmore County Schools Facilities & Maintenance Department, 100 H H Robison Drive, Wetumpka, AL 36092. Contractors must register when documents are requested so a complete record of documents can be maintained for any addendum(s) that may be published. **Only a proposal submitted by a Contractor on record with Elmore County Schools as having received the proposal documents will be accepted.**

The Proposal must be submitted to Elmore County Schools, Attention: Mr. Mike Czerpak, 100 H H Robison Drive, Wetumpka, AL 36092, no later than the date and time noted above. Each proposal must be submitted in a sealed envelope **with the project name, company name, opening date and time clearly printed on the outside of the envelope.** Any proposal received after the designated date/time, will be deemed late and will not be considered by Elmore County Schools (ECS). **Faxed or emailed proposals will not be accepted. Note:** If you submit more than one (1) proposal at a time, please return each in a separate envelope.

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

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

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

For questions regarding the proposal, contact Mike Czerpak, Director of Facilities & Maintenance, or Mike Mann, Custodial/Warehouse Supervisor at 334-567-1200 ext. 22003 or 22008. You can also email them at mike.czerpak@elmoreco.com or mike.mann@elmoreco.com.

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1.0 Introduction

1.1 Purpose of Procurement

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

1.2 Proposal Certification

Elmore County Schools has determined that the use of competitive sealed bidding will be practical or advantageous to the school system in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals will be submitted in response to this RFP in the same manner as competitive sealed bids. All proposals submitted pursuant to this request shall be made in accordance with the instructions and specifications set forth herein.

Definition of Parties: Elmore County Schools will hereinafter be referred to as "ECS". Respondents to the RFP shall be referred to as "Contractors". The Contractor to whom the contract is awarded shall be referred to as the "Contractor".

1.3 Background

ECS currently uses contracted services for custodial cleaning services. Because we continue to face significant funding cuts, we are seeking proposals from qualified Contractors to evaluate the possibility of continuing to outsource these services.

Elmore County Schools is an urban/rural public-school district comprised of 6 elementary, 5 middle, 4 high schools, 5 specialty schools, 3 child care centers, and county office facilities.

The student population of ECS is approximately 11,310 in grades Pre-K - 12. ECS employs approximately 1,500 individuals. Staff is made up of both certified and classified employees.

ECS operates under a fiscal year beginning October 1 and ending September 30. More detailed information regarding ECS can be found on the school system's website, www.elmoreco.com.

1.4 Scope of Procurement

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

- Empty waste receptacles and replace liners as needed
- Sweep floors and baseboards
- Vacuum carpets
- Dust mop and wet mop floors
- Trash removal
- Clean, sanitize and disinfect counters, desks, doorknobs, light switches and sinks
- Graffiti removal, as needed
- Hard floor buffing
- Scrub, strip and seal work
- Replenish paper towel, toilet paper, and hand soap dispensers
- Clean walls and partitions and all other contiguous surfaces
- Dust and wash columns, doors, and door frames
- Vacuum upholstered furniture and full rug areas
- Spot clean carpets
- Wash windows
- Clean ceiling areas, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cabinets, bookcases, etc.
- Scrub, foam, and disinfect restrooms

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

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

1.5 Restrictions on Communications with Staff

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

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

Mike Czerpak - Director, Facilities & Maintenance
Mike Mann – Custodial Supervisor
Elmore County Schools
100 H H Robison Drive
Wetumpka, AL 36092
mike.czerpak@elmoreco.com
mike.mann@elmoreco.com

1.6 Contract Term

The initial contract term is one (1) year, from July 1, 2025 until June 30, 2026. ECS at its option may extend the period of this Contract up to a maximum of four (4), one (1) year options. Renewal will depend upon funding, and Contractor performance. The Contractor shall be notified in writing by ECS of the intent to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

2.0 General Terms and Conditions

- 2.1** ECS shall evaluate proposals in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, discussion may be conducted between ECS and any responsive and responsible Contractor who submits a proposal that is determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, in conducting any such discussions, ECS shall not disclose any information derived from proposals submitted by competing Contractors. All such discussions shall be conducted by the Director of Facilities & Maintenance, Mike Czerpak, and must be submitted in accordance to the Schedule of Events (Appendix A).
- 2.2** ECS shall accord Contractor's fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

- 2.3 ECS reserves the right to reject all proposals, to reject any proposal that is non-responsive or not responsible, and to waive technicalities and formalities.
- 2.4 Any manufacturers listed within this proposal are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. ECS will be the sole determiner as to whether the substituted item is of equal or better specification
- 2.5 Contractors are instructed to carefully read all terms, conditions, and specifications set forth in the RFP. Proposal forms must be completed in their entirety. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by ECS. Each Contractor is required to furnish all information requested in the Request for Proposal.
- 2.6 RFPs issued by ECS are advertised on the ECS website, www.elmoreco.com. Thus, Bidders are advised to view this site regularly for a listing of RFPs.
- 2.7 All Addenda will be posted on ECS website (www.elmoreco.com). Contractors are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive. Addenda will be e-mailed to all potential Contractors who requested a copy of the RFP. ECS will not be bound by oral responses to inquiries or written responses other and addenda.

3.0 Scope of Services

- 3.1 The Contractor will provide all necessary labor, materials, and equipment to perform said services as described in section 1.4, Appendix J, and the following specifications.
- 3.2 It is the intent of these specifications to describe janitorial and custodial service requirements for Elmore County Schools. The primary objective in maintaining clean conditions is to provide a safe, healthy, and pleasant learning and work environment. This environment must be maintained throughout the building and immediate grounds, in all variations of weather and occupancy. The scope of services includes, but is not limited to, inspecting, surface cleaning, deep cleaning, disinfection, and reporting. Items such as restrooms, sinks, walls, carpet, windows, vents, doors, furniture and fixtures must be properly and thoroughly cleaned (refer to ECS Minimum Standards — Appendix J).
- 3.3 Custodians may be tasked with performing emergency cleaning services due to storms, flood, vandalism, or other unforeseen circumstances not identified under regular custodial services. Events may occur during or after normal business hours. In either instance, contractor shall respond on-site in a timely manner.
- 3.4 Custodians, particularly the day custodian(s), will be required to occasionally perform minor maintenance tasks as needed. These tasks can typically be performed with a hammer, screwdriver (manual and powered), small drill, pliers, plunger, 8 ft. ladder, or adjustable wrench.
- 3.5 Custodians shall move student and teacher desks, boxes, tables, books and any other item(s) that can be moved by one person using a hand truck or dolly. If lifting is required and the single item weighs more than 50 pounds, contact Maintenance for assistance. Custodians will assist in receiving and delivering school supplies, furniture and other items to destination locations in each building.
- 3.6 Any deviation from the specifications must be clearly identified in a letter accompanying the Proposal. The furnishing of cuts, catalogs, or printed descriptions will not relieve the Contractor of this requirement. ECS shall determine in its sole discretion whether substitution or modifications of the requested specifications are comparable to those contained within the RFP. If ECS determines that the modifications or deviations from the specifications are not in compliance, it may reject the proposal.

4.0 Personnel

- 4.1** All Contractors shall submit as part of their proposal a staffing chart for each facility. The staffing chart shall include the number of personnel to be utilized in the performance of this Contract. The Contractor shall provide hourly pay rates (or pay rate ranges) and a list of benefits offered to all employees that would be assigned to this contract. ECS reserves the right to audit payroll records and/or time cards of the Contractor and its employees.
- 4.2** The awarded Contractor will be required to provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under this contract based on a 12 month per year service contract requirement. The Contractor shall perform the services set forth in this Contract at time periods as approved by ECS Custodial Supervisor. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods.
- 4.3** All current employees with Contractor, and future employees assigned to ECS, must meet the following requirements. They must be:
- At least 18 years of age
 - U.S. citizen or authorized to work in the U.S.
 - Minimum high school diploma or GED
 - Completion of criminal background check including finger-printing and ACIC and NCIC results, and then on a 5-year rotation thereafter. Background check pursuant to State of Alabama Code 38-13-4 Mandatory Criminal History Check for individuals dealing with children
 - Able to read, write, and speak English fluently, and to use courteous language
 - Able to inspect, see, and report maintenance needs to the Project Manager/Supervisor and/or to the building principal
 - Able to interact positively and appropriately with students, school employees, and the public. This shall especially apply to the head custodians.
 - Able to productively work with minimal supervision
 - Competent persons who are well trained in the area of work assigned
 - Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of, using, distributing, or dispensing of any controlled substance, including alcohol, while on ECS property
 - Contractor's employees are prohibited from possessing and using any tobacco products while on ECS property.
 - Punctual
 - Well-groomed and in uniform (provided by the contractor with the Company's name clearly visible on the front of the uniform)

Note: English may be the employee's first or second language. Because of the need to communicate with English speaking students, staff, vendors, and community members, all employees must be able to read, write, and speak conversational English.

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

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

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

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

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

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

4.9 It is the Contractor's responsibility to maintain the standard of cleanliness specified in the Contract and to provide sufficient personnel to ensure that the requirements are met and that each building is effectively cleaned on a daily basis. **Please note, full time custodial hours will be required at all facilities during the summer months when school is not in session.**

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

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

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

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

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

- 5.3 Periodic special events will require the Contractor to modify the cleaning schedule to accomplish setup and breakdown of those special events (i.e. parent teacher conferences, award ceremonies, home sports games, etc.). The Contractor may choose to schedule support clean up on the day after the event if the delaying of the cleanup does not detract or interfere with the overall look or environment of the school facility.
- 5.4 Hours of service for events that extend outside of the regular schedule must be invoiced by the Contractor separately from the monthly contract fee and will be mutually agreed upon prior to the event utilizing the hourly rates in the proposal. Itemized bills should include the date of the service, hours worked, the employees who worked and the ECS Custodial Supervisor who approved the service. Such billing must be submitted under separate invoice but at the same time as the base contract invoice for the month within which the service was provided.

6.0 Scheduling

- 6.1 Contractors shall submit proposed work schedules that will accommodate the daily, evening, and after school needs of ECS.
- 6.2 ECS is closed on, and the Contractor is not required to provide cleaning or other services on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Week, and 2 weeks for Christmas (dates change each year). The schools are also closed for one week in March for Spring Break. The buildings are expected to be clean and ready for school the next business day after a school holiday.
- 6.3 ECS reserves the right to change any and all of the work scheduled with advance notice to the Contractor.
- 6.4 The Contractor shall notify ECS immediately of conditions which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor shall notify ECS Custodial Supervisor in advance of any condition or situation which will affect the performance of the work under this Contract. In either case, the Contractor shall communicate how the affected work will be rescheduled.
- 6.5 Scheduled breaks and summer cleaning shall be coordinated with the ECS Custodial Supervisor. The schedule is to be developed with the goal of minimizing interference with any scheduled instructional activities or with contracted work being performed by others.

7.0 General Provisions

7.1 Asbestos

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

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

7.2 Billing/Payments

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

Elmore County Schools
Maintenance Department
100 H H Robison Drive
Wetumpka, AL 36092

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

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

7.3 Building Opening and Closing

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

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

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

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

7.4 Communication with Principals

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

7.5 Emergency Contacts

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

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

7.6 Energy Conservation

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

7.7 Equipment, Tools, and Cleaning Supplies

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

7.8 Government Regulations and District Policies

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

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

7.9 Hazardous Substances

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

7.10 Property Damage

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

7.11 Number and Gender

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

8.0 Insurance Requirements

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

- Workers Compensation Insurance Certificate:
A certificate from insurance company showing a policy of Worker's Compensation Insurance in any amount which fully complies with the statutory requirements of the State of Alabama and which includes \$1,000,000 employer's liability or a certificate from Alabama Workmen's Compensation Board showing Contractor as being an approved self-insured.
- Commercial General Liability and Property Damage Insurance Certificate:
A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$1,000,000 to \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. Personal Injury, including death

— minimum limits of \$1,000,000 for each person and \$2,000,000 for each accident. Property Damage - minimum limits of \$1,000,000 for each accident and \$2,000,000 for aggregate of operations (annual).

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

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

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

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

9.0 Key and Alarm Codes

- 9.1** ECS shall provide the Contractor with keys and alarm codes for each school and support building. Keys and alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Contractor to new employees.
- 9.2** Notification to ECS shall be immediate with the reassignment or termination of any individual who has been assigned an alarm code.
- 9.3** At no time shall copies be made of any keys issued. If additional copies are needed, the Contractor must obtain keys from ECS.
- 9.3.a** Key Replacement — There will be a \$50.00 charge for the replacement of any lost or stolen key.
- 9.3.b.** Lost Keys — all lost building keys assigned to the Contractor or to any of the Contractor's employees, (whether interior or exterior keys), must be reported to ECS Custodial Supervisor within 24 hours of discovery of the loss.
- 9.3.c.** Re-Keying of Locks — If ECS deems it necessary to re-key any locks due to inadequate key control/management by the Contractor, the cost will be deducted from the monthly payment. This includes the cost of door core replacement.
- 9.3.d.** Security of Keys — The Contractor is prohibited from lending ECS building keys to anyone. The Contractor and its employees are also prohibited from leaving key rings in closets or lying on custodial carts, or otherwise out of their possession. Each instance of ECS observed non-compliance will result in a non-compliance penalty of \$50.00.
- 9.3.e.** Termination of Contract - All keys assigned to a Contractor's employee shall be returned to ECS designee when his/her services in the assigned school ends. All keys shall be returned to ECS Custodial Supervisor at the termination of this Contract.

10.0 Licenses and Permits

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

11.0 Performance Bond

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

12.0 Prices Quoted

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

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

Year 1 -- Amount specified in proposal
Year 2 -- Amount specified in proposal
Year 3 -- Amount specified in proposal
Year 4 -- Subject to negotiation
Year 5 -- Subject to negotiation

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

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

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

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

12.5 If ECS reduces the scope of the work by more than 60,000 square feet system-wide during the Contract period, the Contract price shall be reduced proportionally. Additionally, ECS reserves the right to negotiate reductions in frequency and or scope to reduce costs if it deems necessary. Such reductions shall be agreed upon by both parties.

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

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

13.0 Quality Control Inspections

- 13.1** The Contractor's Project Manager/Supervisor, ECS Custodial Supervisor, and other personnel as deemed appropriate by ECS Custodial Supervisor will perform periodic inspections of each school to ensure:
- tasks are completed according to the approved cleaning standards and frequency requirements,
 - that the quality of work is satisfactory,
 - Contractor's compliance with other terms of the Contract.
- 13.2.** In addition, an inspection of all schools will be conducted prior to each school year. This requirement is not intended to limit the Contractor's responsibility to inspect or control his own work, nor does it limit ECS right to inspect any building at any time. Inspections are to be conducted with the ECS Custodial Supervisor and other personnel as deemed appropriate by ECS Custodial Supervisor. The Contract Project Manager/Supervisor will use the required inspection forms or pre-printed forms mutually agreed upon between ECS and the Contractor.
- 13.3** Upon completion of each inspection, the Contractor will provide a copy of the inspection form to ECS Custodial Supervisor during the inspection before leaving the school. The ECS Superintendent, the ECS Custodial Supervisor, and the principals may also periodically inspect the schools and may report any deficiencies and unsatisfactory performance to the Contractor. The Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the opinion of the ECS Custodial Supervisor, to correct unsatisfactory performance to conduct school activities in a clean and safe environment, all costs incurred by ECS to correct the deficiencies will be deducted from the monthly payment to the Contractor.

14.0 Record Keeping Requirements and Safety

- 14.1.** Contractor shall maintain all training, illness, and injury records in accordance with OSHA requirements. Should the Contractor have occasions to bring any new chemicals onsite, the Contractor must receive pre-approval by the ECS Custodial Supervisor and provide one copy of the Material Safety Data Sheets (MSDS) to the ECS Custodial Supervisor.
- 14.2** The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to OSHA and the Right-to-Know.
- 14.3.** The Contractor shall also be responsible and liable for the safety, injury, and health of its personnel while its employees are performing services for ECS.

15.0 School Times and Calendar

The regular occupancy hours for elementary schools is 7:05AM – 3:00PM, M-F; middle schools is 7:05AM – 3:30PM, M-F, and the high schools is 7:30AM - 3:30PM, M-F. The 2025 - 2026 ECS school calendar is included in Appendix L.

16.0. Snow and Ice Management

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

17.0 Deductions and Penalties

- 17.1.** If one or more schools are closed for more than three consecutive work days for "Acts of God", building renovations, and/or a problem with the building, the ECS Custodial Supervisor may request that cleaning services be temporarily suspended in the applicable school(s). If this occurs, the ECS bill for that month will be reduced by 1/20th for each day of work that cleaning services are cancelled in the applicable school(s). If any such service reductions can be reasonably anticipated by the ECS, the ECS Custodial Supervisor will provide as much lead time to the Contractor as possible.
- 17.2** ECS is assessed any fines for OSHA violations arising out of these Contract services and attributable to the Contractor, the Contractor shall reimburse ECS for these fines by commensurately reducing the charges on the monthly invoice.
- 17.3.** If the Contractor uses chemicals or methods that damages ECS property and/or health of staff and students, the Contractor shall pay for the property's replacement and provide insurance coverage for health liabilities. This includes chemicals used for unauthorized pest management. For damages to health or property that are shown to have been the result of Contractor negligence, a deduction in the amount of the damages will be made on the next month's invoice.
- 17.4** Please refer to Exhibit N for list of Deductions & Penalties.

18.0 Special Terms and Conditions

- 18.1.** Presentations may be requested by Contractors deemed by ECS to be the best suited among those submitting proposals on the basis of the selection criteria. Determination of best suited candidates will be at the sole discretion of ECS and ECS decision shall be final. After presentations have been completed, ECS may select the Contractor which, in its opinion, has submitted the proposal that is the most responsive and responsible.
- 18.2** ECS reserves the right to review, test and approve the brand of toilet tissue used throughout the term of the Contract. All proposed products must be environmentally friendly and safe for all standard sewer and septic systems.
- 18.3.** If awarded Contractor chooses to replace existing hand, paper towel, and soap dispensers to a brand of their choice, any newly installed dispensers must be 'generic' dispensers that will accommodate a wide variety of cleaning chemicals/paper products. Dispensers and installation methods/perdures shall be reviewed and approved by the ECS Custodial Supervisor.
- 18.4.** With the exception of the School Nutrition Program, the Contractor will be responsible for supplying all cleaning tools, floor finishing equipment, and cleaning products. Reviewed and approved by the ECS Custodial Supervisor.
- 18.5** Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal processes. ECS does not assume any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of this RFP.

19.0 Proposal Submission

19.1. Organization of Proposal

The Contractor's proposal in response to this RFP must be organized as follows and appropriately labeled and tabbed. Proposals must be sealed and identified: Elmore County Schools, Custodial Services RFP, Company Name, April 24, 2025, 2:00PM.

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

1. Submit cover letter and introduce company detailing the acceptance of requirements and policies stated within the RFP. The cover letter should be signed by a representative authorized to legally bind the firm.
2. Acknowledge receipt of any addendum(s).
3. How long in business (submit date organized).
4. Submit the number of employees currently on payroll, average hourly rate and benefits.
5. Submit a summary of understanding of the requirements, management practices, and capabilities of training Contractor's employees. Summary should outline the Contractor's ability to meet the physical responsibility requirements
6. Submit Contractor E-Verify Affidavit and Agreement, Appendix G
7. Submit Subcontractor E-Verify Affidavit, if applicable, Appendix H
8. Submit Certificate of Non-Collusion, Appendix L

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

1. Submit K-12 experience with projects of similar size and scope. Appendix C-Reference Form
2. Identify all clients that you have provided services for over the past thirty-six (36) months. The client list should include. the following: company name, mailing address, contact name, telephone number, project scope, project value and dates of service.
3. Submit Bidder/ Contractor Data Sheet, Appendix B

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

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

Tab 4- Cost (50 points)

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

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

1. Submit a copy of current annual report or financial statement prepared by a Certified Public Accountant or submit a statement that such information shall be available if chosen for an interview with the Evaluation Committee.
2. Completed Form W-9, Request for Taxpayer ID Number

Tab 6- Management Plan (15 points)

1. Submit a complete plan of management, organization, number of custodians per location and detailed duties including time schedule for each manager(s) and custodian(s).
Reference paragraph 4.1 and Appendix K
2. Submit pay rate and benefits schedule for each manager(s) and custodian(s).
3. Submit a list of the equipment to be used in the contract. Include a picture and specification sheet of each equipment item listed.
4. Submit a list of supplies and chemicals to be used in the contract.
5. Submit technique used for cleaning each type of floor surface.
6. Submit sample copy of Inspection(s) Report(s)

Tab 7- Contractor's exceptions (Appendix G) (0 points)**Tab 8- Additional information not requested (0 points)****19.2 Number of Copies to Submit**

- 1 original and 4 copies

20.0 Evaluation Criteria and Process

- 20.1** All proposals will be received by the Director of Facilities & Maintenance to ensure that RFP requirements have been met.
- 20.2** The Evaluation Committee comprised of the Chief School Finance Officer, Director of Facilities & Maintenance, ECS Custodial Supervisor, and Maintenance Supervisor will then review all Technical Proposals to determine which proposals meet and/or exceed our needs.
- 20.3** The Evaluation Committee will then review all Proposals to determine which are in the best interest of ECS and score and rank them accordingly.
- 20.4** From the evaluation scores, the apparent successful Contractor will be identified. A recap of all proposals will be posted on our website and all Contractors will be notified via email.

21.0 Bidder's Evidence of Responsibility

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

22.0 Bid Security

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the base bid, but not more than \$10,000 for the first year of the contract made payable to Elmore County Board of Education. This security is required as a guarantee that the Contractor will do all of the following within thirty (30) business days of the bid award.

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

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

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

23.0. Contract

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

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

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

23.4 If you have questions or comments about the RFP or Contract, please email Mike Czerpak, Director of Facilities, at mike.czerpak@elmoreco.com or Mike Mann, Custodial Supervisor, at mike.mann@elmoreco.com. All questions must be in writing and any response by ECS will be shared with all parties.

APPENDIX A

SCHEDULE OF EVENTS

EVENT	DATE
Release of RFP	April 16, 2025
Mandatory Pre- Proposal Meeting and Walk-through Location: ECS Maintenance Department 100 H H Robison Drive, Wetumpka, AL 36092 <i>*Zoom option is available if requested</i>	April 24, 2025, beginning at 9:00 a.m.
The following school sites will be included in, the walk-through: Due to State ACAP Testing, site visits will be determined the day of the pre-bid conference. Visits will try to include an elementary, middle, and high school (as allowable).	
Deadline for written questions email questions: Mike Czerpak - mike.czerpak@elmoreco.com Mike Mann – mike.mann@elmoreco.com	April 29, 2025
Questions & Answers provided by ECS	May 01, 2025, no later than 12:00 p.m.
Proposal Due Date	May 02, 2025, 10:00 A.M.
Projected Contract Award	Next Board Meeting (May)
Implementation	July 1, 2025

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

APPENDIX B

BIDDER/CONTRACTOR DATA SHEET

COMPANY OR BUSINESS NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

TAXPAYER IDENTIFICATION NUMBER(S) _____

NAME _____

TITLE _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE _____

FAX _____

EMAIL _____

REMITTANCE ADDRESS AND CONTACT INFORMATION (if different from address listed above)

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE _____

FAX _____

CONTACT _____

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

☐ Individual ☐ LLC. ☐ Other _____

No. of Years in Business: _____ Has your business ever defaulted on a contract? ☐ Yes, ☐ NO

If yes, please explain the circumstances:

I certify the above information to be correct: _____
Signature

Date: _____

APPENDIX C

REFERENCE FORM

NOTE: CONTRACTOR MUST HAVE K-12 EXPERIENCE

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

CONTRACT FOR
CUSTODIAL SERVICES

Between:

ELMORE COUNTY BOARD OF EDUCATION,

on behalf of

ELMORE COUNTY SCHOOL DISTRICT

and

Dated this _____ day of _____ 2025

CONTRACT FOR CUSTODIAL SERVICES

CONTRACT made this _____ day of _____, 2025, between Elmore County Board of Education ("Board"), on behalf of Elmore County School District ("ECS"), and _____ ("Contractor").

In consideration of mutual covenants, Parties agree as follows:

GENERAL TERMS:

1. **Scope of the Contract**

Contractor must provide the services, goods, or services and goods to the ECS as defined in this Contract together with that provided in the ECS RFP, Addendum(s), and the Contractor's Proposal, all of which are included by reference to this Contract

2. **Payment Terms/ Payment Schedule**

ECS shall pay for services rendered and for accepted goods on the terms and according to the payment schedule as set forth in the ECS RFP, Section 7, Paragraph 7.2.

3. **Contract Term**

This Contract is for one school year beginning the 1st day of July, 2025 ("Effective Date"), and it continues until 12:00 midnight (EST) on 30 day of June , 2026 at which time this Contract shall automatically terminate unless terminated earlier as provided by this Contract or by law.

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

This Contract continues from the Effective Date until 12:00 midnight (EST) on June 30, 2026, at which time the Contract shall terminate absolutely and without further obligation or penalty on the part of ECS.

b. **Automatic Renewal**

Unless the ECS resolves by majority vote on or before June 1^o of any year to not renew this Contract for the following year, Contract shall automatically renew itself at 12:01 a.m. on July 1, 2026, and at the same time each year thereafter, for one-year terms or to the date of expiration if less than one-year term, without further action being required by either party hereto or until this Contract is fully performed or terminated in a manner provided for in this Contract.

c. Total Obligation

The Contract must contain ECS total financial obligation on the contract for each calendar year of the contract, including any and all calendar years the contract may renew.

The maximum obligation of ECS under this Contract is as follows:

School Year 2025 – 2026. _____

School Year 2026 – 2027 _____

School Year 2027 – 2028 _____

d. Termination

If ECS resolves or the Superintendent determines, not to renew this Contract, ECS or Superintendent must notify Contractor in writing of the termination. Upon the termination, Contractor shall perform all services and deliveries all schools required to be provided through the 30th day after date of Notice of termination. ECS shall pay Contractor all fees due for accepted services and accepted goods through the 30th day after date of Notice of Termination. The terminated contract shall not impose any further obligation or penalty on the part of ECS.

4. Dispute Resolution Prior to Legal: Action

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

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

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

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

5. Governing Law: Designation of Forum

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

6. Contract Termination

- 6.1.** This Contract will terminate immediately and absolutely if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Board under this contract.
- 6.1.a.** The Board reasonably believes that sufficiently legally available funds can be obtained to make all payments due hereunder.
- 6.1.b.** The Board must notify the Contractor immediately if funds to meet the Board's obligations became unavailable.
- 6.1.c.** The determination of the Board as to the insufficiency of funds is conclusive.
- 6.2** In the event that the Contractor breaches any term or condition of this Contract or any other event occurs which demonstrates a reasonable likelihood that the Contractor is unable or unwilling to fulfill its obligations under the Contract, ECS shall be entitled to immediately terminate this Contract.
- 6.2.a.** In the alternative, ECS, in its sole discretion, may, upon request from the Contractor, provide the Contractor with ten (10) days written notice that the Contractor may avoid termination of the agreement by curing, to the satisfaction of ECS, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days.
- 6.2.b.** The determination of ECS as to the appropriateness of allowing the Contractor an opportunity to cure, and as to the time allowed for any such cure, shall be conclusive, based on consideration of the circumstances of the breach; on the consequences of the breach as to security and other critical aspects of operations, and, on the time constraints existing at the time of such breach.
- 6.2.c.** Any allowance by ECS of an opportunity for the Contractor to cure a specific breach shall not operate as a waiver by ECS of its right to refuse such an opportunity to cure in the event of any other breach, and shall not establish any course of dealing or performance between the parties
- 6.2.d.** ECS is not required to terminate a contract even though the circumstances permit such an action.
- 6.3** The Board may terminate this Contract, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Contract if the Contractor becomes:
- 6.3.a.** Insolvent;
- 6.3.b.** Makes a general assignment for the benefit of creditors;
- 6.3.c.** Files a voluntary petition of bankruptcy;
- 6.3.d.** Suffers or permits the appointment of a receiver for its business or assets;

- 6.3.e. Becomes subject to any proceeding under the Bankruptcy or insolvency law, whether domestic or foreign; or
 - 6.3.f. Has wound up or liquidated, voluntarily or otherwise.
 - 6.4. The Board may terminate this Contract, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
 - 6.5. The Board reserves the right to terminate this Contract for any reason upon giving the Contractor thirty (30) days written notice.
 - 6.5.a. In the event that the written notice of termination pursuant to this section states that termination is for the convenience of ECS, the Contractor shall be entitled to payment for:
 - 6.5.a.i. Reasonable costs incurred through the date of notice of termination (not the effective date of termination), and
 - 6.5.b. ii. Charges for deliverables provided to ECS through the effective date of termination, but only to the extent that funds designated for the deliverables are available to make payment.
 - 6.6. Upon the termination for any reason or expiration of this Contract, the Contractor within five (5) days after date of Notice, shall return to the Board all papers, materials and other property of Board then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to the Board.
- 7. **Indemnification**
 - 7.1. Contractor hereby waives and agrees to indemnify and save harmless ECS, its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Contract or which may otherwise result therefrom.
 - 7.2. Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
 - 7.3. If any judgment shall be rendered against ECS in any such action, Contractor shall, at his or her own expense, satisfy and discharge the same.
 - 7.4. Any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
 - 7.5. Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Contract by either party for any reason.

8. Spoliation

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

9. Confidentiality of Student Educational Records

9.1. Obligation to Maintain Confidentiality

Contractor shall not:

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

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

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

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

9.2 Return of Confidential Student Educational Records

Upon the written request by ECS and within three (3) calendar days after the Notice, Contractor must return to ECS or destroy all Confidential Student Educational records. If the Contractor destroys the Confidential Student Educational Records, Contractor must certify that it has done so in writing and deliver that certificate to within three (3) calendar days of ECS initial written request for the Contractor to return or destroy all Confidential Student Records.

9.3. Definition of Confidential Student Educational Records

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

10. Alabama Public Records

ECS must comply with the Alabama Open Records Act and release public documents as defined by the Act upon request, including this Contract and all records created and maintained in relation to this Contract.

11. Publicity

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

12. Drug/Alcohol/Tobacco/Weapons Free Workplace

- 12.1** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Alabama law and the federal "Drug-Free Schools Act," during the performance of this Contract while on school premises or at school related functions.
- 12.2** The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Alabama law, on school property, at school related functions, or within 1,000 feet of school property or school functions.
- 12.3.** The Contractor and all Subcontractors, if any, also shall adhere to all Board policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions.
- 12.4** Failure to comply with this provision may be considered a material breach.
- 12.6** The Board may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Alabama law.

13. ECS Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment.

- 13.1.** ECS does not discriminate on the race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law in any educational programs or activities or in employment policies and practices. Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.
- 13.2** ECS prohibits unlawful discrimination or harassment including sexual harassment. Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.
- 13.3.** ECS may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

14. Contractor and Subcontractor Compliance with Employment Eligibility Verification (Alabama ACT 2011-535)

14.1. The Beason-Hammon Alabama Taxpayer & Citizen Protection Act requires that all employers in Alabama enroll and participate in E-Verify, which allows participating employers to electronically verify the employment eligibility of their employees in addition to their Form I-9.

15. Sales Tax

15.1 The Board is exempt from sales and use taxes and shall not pay any sales tax under this Contract.

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

16. No Warranty Disclaimer

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

16.2. The Contractor shall not disclaim these warranties.

17. Mutual Limitation on Damages Except for Limited Situations

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

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

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

17.2.a. Personal injury or death;

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

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

18. Assignment of Personnel

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

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

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

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

19. Survives Termination

The indemnification obligation of Contractor and the Contract and Surety's liability under the Performance Bond shall survive termination of the Contract.

20. Notice

20.1 Requirement of a Writing; Permitted Methods of Delivery

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

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

20.2 Addressees

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

20.3 Effectiveness of a Notice

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

20.4 Designated Addresses

Elmore County Schools
100 H H Robison Drive
Wetumpka, AL 36092
Mr. Richard E. Dennis, Superintendent

21. Merger and Order of Preference

21.1. Merger

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

21.2 Order of Preference

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

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

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

21.3. Intent of References to Proposal Documents

The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP, and the

Contractor's Response. The failure of the parties to refer to the terms of the RFP, or the Contractor's Response to this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP, and the Contractor's Response. The contractual obligations of ECS cannot be implied from the Contractor's Response.

22. Amendments and Modifications

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

23. Waivers

23.1. No Oral Waivers

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

23.2. Effect of Failure, Delay or Course of Dealing

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

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

23.3. Each Waiver for a Specific Purpose

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

24. Severability

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

25. Counterparts

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

26. Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non-performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services

rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of ECS, such failure or delay is caused by circumstances beyond the non-performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

27. Subletting of Contract

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

28. Subcontractors

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

29. Third Party Beneficiaries

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

30. Number and Gender

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

31. Captions

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

32. Rights and Remedies Cumulative

32.1. Any enumeration of the Board's rights and remedies set forth in this Contract is not exhaustive.

32.2 The Board's exercise of any right or remedy under this Contract does not preclude the exercise of any other right or remedy.

32.3. All of the Board's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Contract, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

33. Time is of the Essence

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

34. Relationship Among Parties

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

35. Rules of Construction

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

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

Elmore County Schools

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(SEAL)

(SEAL)

APPENDIX E

TECHNICAL INFORMATION

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

APPENDIX F

FINANCIAL INFORMATION

<u>School/Facilities</u>	<u>SF</u>	<u># of Portables</u>	<u>Monthly Cost Day Services</u>	<u>Monthly Costs Night/Weekend Scheduled Services</u>	<u>Total Annual Costs All planned services included Summer & Vacation Cleaning</u>
Eclectic Elem	85,180				
Eclectic Middle	65,264				
Elmore County HS	89,728				
Holtville Elem	90,340				
Holtville Middle	73,210	2			
Holtville HS	91,659	3			
Coosada Elem	100,048				
Airport Road Inter.	71,620				
Millbrook Middle	127,421				
Stanhope Elmore HS	146,536				
Redland Elem	71,105	1			
Redland Middle	100,000				
Wetumpka Elem	121,030				
Wetumpka Middle	116,806				
Wetumpka HS	137,618	2			
ECTC	99,140				
EDGE	11,500				
ICARE	16,000				
Wetumpka ECAP	11,500				
Millbrook ECAP	30,540				
EC Central Office	49,000				
Technology Office	8,000				
Wetumpka Child Development Program	17,000				

APPENDIX F FINANCIAL INFORMATION					
Eclectic Child Development Program	6,480				
Holtville Child Development Program	12,000				
Old Wetumpka Jr Cafeteria	11,850				
TOTALS	1,760,575	8			

APPENDIX F
CUSTODIAL RATES

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

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

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

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

Cost to clean single portable \$_____ per hour

Min hourly rate for day custodian \$_____ Min hourly rate for night Supervisor \$_____

Min hourly rate for night custodian \$_____ Min hourly rate for day Supervisor \$_____

Other Cost Comments (provide additional list if required):

APPENDIX F (continued)

FINANCIAL INFORMATION

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

Year 1- _____
_____(Dollars) \$ _____

Year 2- _____
_____(Dollars) \$ _____

Year 3- _____
_____(Dollars) \$ _____

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

APPENDIX G

CONTRACTOR'S EXCEPTIONS

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

APPENDIX H

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with Code of Alabama 1975, Section 31-13-9(a) & (b) and Section 31-13-25 (b), stating affirmatively that the individual, firm, or corporation which is contracting with Elmore County Schools has registered with and is participating in a federal work authorization program * [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in Code of Alabama 1975, Section 31-13-15.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Elmore County Schools, contractor will secure from such subcontractor(s) similar verification of compliance with Code of Alabama 1975, Section 31-13-15.

E-Verify User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSGRIBED AND SWORN
BEFORE ME ON THIS THE _____ DAY

OF _____, 20____

Notary Public
My Commission Expires:

APPENDIX I

MINIMUM CLEANING STANDARDS

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

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

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

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

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

RESTROOMS, SHOWERS, LOCKER ROOMS - Level 1	FREQUENCY
All fixtures will be cleaned and disinfected, i.e. bowls, urinals, basins, mirrors, chrome surfaces and interface	5 days per week
Waste receptacles will be emptied and cleaned	5 days per week

All supplies will be replenished	5 days a week
Walls will be spot cleaned to a height of 2m	5 days a week
Walls will be washed and disinfected floor to ceiling; include showers where applicable	3 days a week
Toilet partitions will be damp wiped	3 days a week
Floors will be swept and washed	5 days a week
Floor drains will be primed	1 day a week
Walls and toilets partitions will be kept free of graffiti	5 days a week
Floor drains will be cleaned and floor f=drain lids lifted and cleaned	1 day per month

MEDIA CENTERS – LEVEL 2	FREQUENCY
Carpets vacuumed throughout and spot cleaned	5 days a week
Tile in linoleum floors dust mopped and damp mopped	5 days a week
wastebaskets and recycling bins will be emptied and cleaned	5 days a week
disk, counters, seals, and ledges dusted	3 days a week
doors, door glass and any parching glass cleaned	2 days a week
lighting fixtures dusted	1 day per month
walls, stairwells, railings, landings spot cleaned to 2M	1 day a week

CAFETERIA SEATING AND CIRCULATION AREAS - Level 1	FREQUENCY
floors will be swept and damp mopped\ washed	5 days a week
walls will be spot cleaned up to a height of 2M	5 days a week
waste will be removed to outside container	5 days a week
Horizontal edges will be wiped	1 day a week
glass doors will be cleaned	5 days a week
chairs, tables and table legs will be damp wiped	1 day a week
waste containers will be cleaned	1 day a week
walk off mats will be vacuumed	3 days a week
remove gum from all surfaces	1 day per month

MEETING ROOMS, CONFERENCE ROOMS< MULTI-PURPOSE ROOMS - Level 2	FREQUENCY
wastebaskets and recycling bins will be emptied and cleaned	5 days a week
carpets vacuumed	5 days a week
upholstered furniture vacuumed	1 day a week
tables damp wiped (policed daily)	3 days a week
walls spot cleaned to a height of 2M	1 day a week
chairs damp wiped	1 day a week
carpet spot cleaned	5 days a week

CLASSROOMS, LECTURE AREAS - Level 2	FREQUENCY
carpets will be vacuumed and spot cleaned	5 days a week
rubber flooring to be dust mopped and remove spots	5 days a week
rubber flooring to be scrubbed	1day a week
tiled and linoleum floors will be dust mopped and damp mopped	5 days a week
waste baskets and recycling bins will be emptied and cleaned	5 days a week
disk counters seals ledges will be dusted	1 day a week
chalkboard ledges and erasers will be cleaned and chalk replenished	5 days a week
chalkboards will be completely cleaned and washed	5 days a week
white boards will be cleaned	5 days a week
floor grills will be cleaned	1 day per month
door glass and Parton glass will be cleaned both sides	2 days a week
horizontal and Vertical Blinds will be dusted	2 times per year
horizontal and Vertical Blinds will be sprayed clean in the summer	1 time per year

COMPUTER LABS - Level 2	FREQUENCY
carpets will be vacuumed and spot cleaned	5 days a week
tile and linoleum floors will be dust mopped and damp mopped	5 days a week
waste baskets and recycling bins will be emptied and cleaned	5 days a week
disks counters seals ledges keyboards monitors will be dusted	1day a week
chalkboard ledges and erasers will be cleaned and choked replenished	5 days a week
chalk boards will be completely cleaned and washed	5 days a week
white boards will be cleaned	5 days a week
door glass will be cleaned both sides	2 days a week
horizontal and Vertical Blinds will be dusted	2 times per year
horizontal and vertical lines will be sprayed clean in the summer	1 time per year

SCIENCE LABS - Level 2	FREQUENCY
carpets will be vacuumed and spot cleaned	5 days a week
tile and linoleum floors will be dust mopped	5 days a week
wastebaskets and recycling bins will be emptied and cleaned	5 days a week
disc counter seals ledges will be dusted	1day a week
chalkboard ledges and erasures will be cleaned and chalk replenished	5 days a week
chalk boards will be completely cleaned and washed	5 days a week
white boards will be cleaned	5 days a week
stainless steel sinks and counters will be cleaned	5 days a week
eye wash stations will be cleaned and disinfected	2 days a week
door glass will be cleaned both sides	1 day per month
horizontal and Vertical Blinds will be dusted	2 times per year
horizontal and Vertical Blinds will be sprayed clean in the summer	1 time per year

NUSRSES OFFICES/FIRST AID ROOMS - Level 1	FREQUENCY
all fixtures will be completely clean and disinfected	5 days a week
waste receptacles will be emptied clean and disinfected as medical waste regulations	5 days a week
all supplies will be replenished	5 days a week
walls will be spot cleaned to a height of 2M	5 days a week
floors will be swept and damp mopped and washed with germicide	5 days a week
floor drains will be primed	1 day a week
floor drains will be cleaned	1 day per month
sinks will be cleaned	5 days a week

GENERAL OFFICE SPACE - Level 2	FREQUENCY
tile and linoleum floors will be dust mopped and damp mopped	5 days a week
carpets will be vacuumed and spot cleaned	5 days a week
wastebaskets and recycling bins will be emptied and cleaned	5 days a week
furniture and horizontal ledges will be dusted	1 day a week
finger marks will be removed from walls and spot clean to a height of 2M	1 day a week
telephones will be cleaned and disinfected	1 day a week
horizontal and Vertical Blinds dusted	2 days a week
horizontal and Vertical Blinds spray cleaned in the summer	1 time per year

OTHER AREAS – GENERAL CLEANING SERVICES *(area is not specified) - Level 2	FREQUENCY
furniture will be spot cleaned	Weekly
mops to be cleaned and or laundered to avoid odor	Weekly
floor will be buffed or burnished	1day a week
dust exterior doors and frames of lockers and ledges	Weekly
thoroughly clean all floor drains -flush with water and enzyme product	Weekly
all linoleum floors will be swept with treated dust mop; spillage removed	3 days a week
all carpets will be vacuumed and stained removed	5 days a week

finger marks will be removed from glass disc table tops glass doors and display cases	3 days a week
finger Marks and smudges will be removed from walls other surfaces were accessible	3 days a week
all graffiti shall be removed as it appears	Daily
exterior sidewalk cleaning to be swept and kept clean	Daily
all outside garbage receptacles at building entrance will be emptied	Daily
clean and sanitize all waste receptacles sinks tables and countertops	Daily
window ledges and tracks will be dusted and wiped	Monthly
all metal surfaces including push plates and cake plates will be cleaned and polished	2 times per month
spot cleaning of ceramic tile grout	Monthly
clean exterior of all paper towel and soap dispensers	1 time per week
dust HVAC supply and return diffusers accessible with an 8-foot ladder	1time per week
all entrance steps the sidewalks will be cleaned in accordance with OSHA standards	1 time per month

PROJECT WORK	FREQUENCY
wash all walls and entrance hallways and classroom	2 times per year
hard surfaces scrubbed and relocated 2 coats	2 times per year
hard surface burnished and buffed	1time per day
hard surfaces stripped and refinished frequency will vary	2X/yr to 1X/2yr
hard surfaces spray buffed	1 time per day
wash walls in office	1 time per year
extraction clean all carpets	1 time per year
vacuum clean all fabric furniture wash all vinyl plastic furniture	1 time per year
wash all building outside perimeter windows	1 time per year
all interior glass unless otherwise specified	2 times per year
all supplies return and exhaust air diffusers will be vacuumed and washed	2 times per m onth
clean and sanitized table and chairs including tops and underneath legs and arms removing gum	2 times per month
service rooms boiler electrical mechanical and communications room to be dusted swept and or vacuumed	1 time per year
all areas including ground sports complexes sidewalks parking areas planted areas and fence lines will be clear of gum litter debris paper trash	Daily + Events
lockers cleaned inside with general purpose cleaner remove graffiti	1 time per year
replace damage and or missing ceiling tiles accessible with eight-foot ladder	As needed

Note: Not all areas will receive floor care at the frequencies noted and reductions may be made for low traffic areas and increase for high traffic areas. Frequency of stripping and refinishing of corridors, hallways, commons, lunchrooms, lobbies and other high traffic areas may vary depending on traffic and condition of maintained surfaces. Frequency could become “as needed” to maintain acceptable to public. but there can be up to two days’ worth of dirt, dust, stains or streaks.

APPEARANCE LEVELS DEFINITIONS

Level 1 - Orderly Spotlessness

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

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

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

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

Level 2 - Ordinary Tidiness

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

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

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

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

Level 3 - Casual Inattention

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

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

Lights all work and all fixtures are clean.

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

Level 4 - Moderate Dinginess

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

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

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

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

APPENDIX J

CONTRACTOR QUESTIONS

Please provide detailed answers to the following questions:

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

Academic Year Calendar

Wetumpka, AL 36092
Phone: (334) 567-1200

Legend	1/2 Day Students/End of Grading Period
	Holidays
	Professional Development
	Student Start and Stop Days
	12 Mo. Employee Wk. Days
	Parent Progress Report Day

177 student days -
 187 teacher days
240 (12 month) employees

2025	
July 4	Independence Day Holiday
Aug 1-6	Professional Development/No Students
Aug 7	First day for students
Sept 1	Labor Day
Oct 13-14	Fall Break
Oct 10	1/2 Day for Students/Teacher Work Day
Oct 16	Parent Progress Report Day
Nov 11	Veterans Day
Nov 24-28	Thanksgiving Holidays
Dec 19	1/2 Day for Students
Dec 22-Jan 2	Christmas Holidays
2026	
Jan 2&5	Professional Development
Jan 6	Students Return
Jan 19	MLK Birthday
Feb 10	Parent Progress Report Day
Feb 16	Professional Development/No Students
Mar 13	1/2 Day for Students/Teacher Work Day
Mar 23-27	Spring Break
May 21	Last Day for Students
May 22	Teacher Workday
May 25	Memorial Day Holiday
June 19	Juneteenth Holiday
Quarter Dates	
Qtr 1	Aug 7-Oct 10 (45 days)
Qtr 2	Oct 13-Dec 19 (42 days)
1st Sem	87 days
Qtr 3	Jan 6-Mar 13 (46 days)
Qtr 4	Mar 16-May 21 (44 days)
2nd Sem	90 days
12 Month Employees	
Must work 7 extra days to make 240 days	

94 187

APPENDIX L

CERTIFICATE OF NON-COLLUSION

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

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

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

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

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

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

Authorized Signature

Printed Name and Title of Person Signing

Date: _____

Company Address: _____

FAX Number: _____

Email Address: _____

APPENDIX M**DEDUCTIONS & PENALTIES**

	Violations	Deduction Amount
1	Each unsecured interior door	\$25 per door each day
2	Each unsecured exterior door or window	\$200 per door per day
3	Unauthorized contractor employees in school building	\$50 per occurrence
4	Failure to supply E-Verify check before employment	\$100 per occurrence
5	Failure to provide criminal background checks before employment	\$100 per occurrence
6	Failure of contract employee to wear proper picture ID	\$100 each day
7	Failure of contract or employee to wear proper uniform or vest	\$100 each day
8	Failure to arm security alarm system	\$200 per occurrence
9	Failure to disarm causing a false alarm	\$200 per occurrence plus fines
10	Absent building supervisor or day Porter from their assigned facility or crew	\$100 per day
11	Weekly inspection not being performed by area manager and submitted to custodial coordinator	\$50 each school facility
12	Supplies not being on site unless caused by an outside source	\$50 each day each school
13	Inadequate equipment	\$100 each piece per day after first 48 hours
14	Failure to meet minimum required cleaning equipment list	\$500 each day until equipment is verified by ECS
15	Entrant mats and four years to school not cleaned	\$25 each day or for your per day
16	Bleachers not properly cleaned	\$100 per occurrence
17	Trash on grounds parking lots and athletic fields	\$50 per occurrence per school
18	Toilet paper and paper towels not stocked	\$50 per occurrence per school
19	Classrooms not cleaned properly	\$25 per occurrence per school
20	Restrooms not cleaned properly	\$100 per occurrence per school
21	Hallways and common areas not properly cleaned per 900 SF	\$50 per occurrence per school
22	Wet floor sign not properly displayed	\$25 each per school
23	Failure to correct complaint within reasonable time frame depending upon severity of problem	\$65 an hour for ECS personnel
24	Replace lost or stolen key	\$50 per occurrence per school

25	Keys found out of possession	\$50 per occurrence per school
26	Rekeying locks due to key control management	actual time and material cost
27	Repair or replacement of cameras damaged by contractor	\$500 per occurrence per school
28	Doors found to be propped open with items other than door wedges placed on door at bottom of door	\$50 per occurrence per school

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

APPENDIX N

Academic Year	Collection	School Name	School Days	K12												Date Generated
				Students	ENROLLED	FREE	REDUCED	FRL	PAID	FRL %	Pupil Days	Attended Days	Absence Days	ADM	ADA	
2025 Fall	All Schools			11,308	11,213	5,668	512	6,189	5,033	55	224,079	213,304	9,372	11,163.80	10,665	10/1/2024
2025 Fall	ECLECTIC ELEMENTARY SCHOOL		20	625	614	311	23	334	280	54	12,331	11,727	604	616.55	586	10/1/2024
2025 Fall	ECLECTIC MIDDLE SCHOOL		20	468	462	220	29	249	213	54	9,256	8,779	477	462.80	439	10/1/2024
2025 Fall	ELMORE COUNTY HIGH SCHOOL		20	494	488	170	31	201	287	41	9,830	9,333	497	481.50	467	10/1/2024
2025 Fall	HOLTVILLE ELEMENTARY SCHOOL		20	733	725	351	26	377	348	52	14,520	13,964	556	726.00	698	10/1/2024
2025 Fall	HOLTVILLE MIDDLE SCHOOL		20	632	622	263	34	317	305	51	12,463	11,918	575	624.85	598	10/1/2024
2025 Fall	HOLTVILLE HIGH SCHOOL		20	555	546	236	26	282	284	48	10,997	10,461	523	549.85	523	10/1/2024
2025 Fall	MILLBROOK MIDDLE SCHOOL		20	1,071	1,057	635	55	690	367	65	21,092	20,011	1,081	1,054.60	1,001	10/1/2024
2025 Fall	COOSADA ELEMENTARY SCHOOL		20	728	722	449	17	468	258	65	14,321	13,719	602	716.05	686	10/1/2024
2025 Fall	AIRPORT ROAD INTERMEDIATE SCHOOL		20	538	531	328	27	355	176	67	10,612	10,233	379	530.60	512	10/1/2024
2025 Fall	STANHOPE ELMORE HIGH SCHOOL		20	1,123	1,111	607	62	669	442	60	22,221	21,196	1,025	1,111.05	1,060	10/1/2024
2025 Fall	REDLAND ELEMENTARY SCHOOL		20	670	670	199	18	217	453	32	13,320	12,790	530	666.00	640	10/1/2024
2025 Fall	REDLAND MIDDLE SCHOOL		20	577	573	231	22	253	320	44	11,443	11,090	443	572.15	550	10/1/2024
2025 Fall	WETUMPKA ELEMENTARY SCHOOL		20	789	758	474	28	502	256	65	15,230	14,497	733	761.50	725	10/1/2024
2025 Fall	WETUMPKA HIGH SCHOOL		20	1,219	1,196	511	53	564	632	47	24,117	22,850	1,267	1,205.85	1,143	10/1/2024
2025 Fall	WETUMPKA MIDDLE SCHOOL		20	647	643	381	42	423	220	66	12,885	12,224	661	644.25	611	10/1/2024
2025 Fall	THE EDGE		20	456	454	266	19	285	169	63	8,608	8,502	6	430.40	430	10/1/2024
2025 Fall	JF Ingram State Technical College		20	53	41	16	-	16	25	39	803	-	-	-	-	10/1/2024