

CHARLOTTE COUNTY PUBLIC SCHOOLS
PO BOX 790
250 LEGRANDE AVE. SUITE E
CHARLOTTE COURT HOUSE, VA 23923

REQUEST FOR PROPOSAL

RFP # 24-001

CUSTODIAL SERVICES

1/5/2024

All inquiries related to this RFP are to be directed to:

Mr. Brette A. Arbogast
Executive Director

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TIMELINE

Request for Proposal Released January 5, 2024

Pre-Bid Conference January 29, 2024

Time: 9:00 am

Location: School Board Office

District Tour January 29, 2024

Time: 10:00 am – 12:00 pm (immediately following Pre-Bid Conference)

Location: Departing from the School Board Office

Vendor Questions Due February 5, 2024

Must submit all question electronically e-mail RFP@ccps.k12.va.us

Response to Vendor Questions Due February 12, 2024

All responses will be published on Division web site under RFP#19-001

PROPOSAL DUE DATE February 22, 2024

Five (3) of copies of the proposal are to be delivered by 3:30 PM EST to:

Charlotte County Public Schools

250 LeGrande Avenue, Suite E / PO Box 790

Charlotte Court House, VA 23923

Attention: Brette A. Arbogast, Executive Director

Contract Award March 13, 2024

Contract Commencement July 1, 2024

OVERVIEW

Purpose

The purpose of this RFP is to offer experienced vendors the opportunity to present a thorough and detailed proposal for the contracting of the Custodial Services at Charlotte County Public Schools. Custodial Services will be provided for listed buildings with approximately 278,714 cleanable square feet as shown in Exhibit A. Note: Square feet is not an actual and only an estimate. Vendor is responsible for verification and adjustments per actuals on completed bid submittal. The Custodial Services departments will support all activities of approximately 1,600 students and school related programs. All services will be provided in a non-union environment. It is anticipated that current department employees will be transitioned to vendor payroll.

Process

The process will include the review and evaluation of methods and procedures that would be used to provide Services, within the scope of this RFP. Past experience will also be judged by, but not limited to, the references of each vendor. A major portion of the negotiations will include the financial terms of the contract.

After review of all proposals received, Charlotte County Public Schools will award a contract to the vendor whose proposal best meets the Services and financial needs of the district. If none of the proposals submitted properly meet the needs, Charlotte County Public Schools reserves the right to decline all proposals and not award a contract or partial contract at this time.

Services will be expected to commence July 1st 2024.

REQUIREMENTS FOR QUALIFIED VENDORS FOR CUSTODIAL SERVICES

1. Attendance is desired at the pre-bid conference. Date, time, and location details are found in the Timeline section.
2. Vendors must currently be providing services for at least five (3) K-12 School Districts that are similar in size and complexity to Charlotte County Public Schools.
3. Vendors must have a record of at least ten (10) years of successful performance at K-12 School Districts that are similar in size and complexity to Charlotte County Public Schools.
4. Vendors must have state-of-the-art web-based quality assurance programs that includes all facets of services being proposed including inspections, interviews, mapping, compliance records and formal reporting capabilities.
5. Vendors must have formalized in-service training and educational program for all employees.-
6. Vendors must have a proven transition plan to effectively move employees from SSC Service Solutions payroll to vendor payroll and a strategy to attract, develop, and retain qualified employees. Vendor must be able to provide three (3) recent start-up references.
7. Vendors must hold certifications for Cleaning Industry Management Standards (CIMS) and Leadership in Energy and Environmental Design (LEEDS). Vendors must also hold all licenses, accreditations and/or certifications required to ensure compliance with local, state and federal requirements.
8. Vendors must offer a performance bond guarantee in the amount of 100% of first year of the total contract price. In the event that the vendor is unable to meet the performance standards specified in the contract between vendor and Charlotte County Public Schools.
9. Vendor must offer at bid a bond guarantee in the amount of 5% of the contract price. The bid guarantee must be in the form of a firm commitment such as a bond, postal money order, certified check, cashier's check or irrevocable letter of credit.
10. Vendors must offer insurance to cover theft or damage caused by employees.
11. Vendors must meet all local, state, and federal laws, codes, and requirements.

SCOPE OF WORK CUSTODIAL SERVICES

Areas To Be Serviced And Specifications

Custodial Services will be provided for all district buildings listed in Exhibit A – Building List and Details. Trash service, Recycling Service, including removal, is to be priced and provided within the proposal.

Special Events and Special Request Work

1. Custodial Services will also include services for events. Schedule of District, non District events, and other special events as necessary. Cost of school system related events shall be included in services proposal. Offeror is expected to provide a cost per hour for outside organization use, collect funds and account for fees separate from the school system contract.

General Scope of Work

In addition to the information above, the vendor will agree to the following:

1. Accept all responsibility for matters pertaining to the recruitment, screening, hiring, and retention of employees. A complete current employee list for each service is provided in Exhibit E (Custodial) Current Employee List.
 - a. Complete a thorough background screening and check on all prospective employees **prior to employment** with vendor. Prospective employees shall be fingerprinted and background checks be made by the Charlotte County Sheriff's Department. Vendor must perform social security verification, criminal history screenings, child abuse clearance, drug testing, and work eligibility verification. No employee who has a felony police record may be assigned duties under this contract.
 - b. Offer the existing contracted service wage rates plus 5%, holidays and leave to existing employees. Offer at least minimum wage rate to new employees plus 5% and pay all taxes pertaining to all its employees as required by law.
 - c. Provide proper training to all management and hourly employees.
 - d. Provide uniforms and/or define a uniform dress code for all department employees.
2. Appoint a site-based Contract Manager within ten (10) days after receipt of contract. This person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. **This individual must be dedicated solely to Charlotte County Public Schools and shall be the main contact person for routine daily matters.** Charlotte County Public Schools reserves the right to interview proposed candidates prior to contract award. In the event this person is unable to perform duties the vendor will designate a replacement with the same pay grade and responsibilities as the original.
3. Designate site-based supervision at all times when work is performed in district buildings and on district grounds. Supervisors must be dedicated to both day and night operations and should be included in staffing plans. Site based supervisors will communicate with building level administrators.
4. Provide and maintain current equipment inventory for services as listed in Exhibit A (Building list and Specifications) and Exhibit B (Cleaning Specifications)
5. Furnish all supplies as listed in Attachment 2 – Pricing Overview.
 - a. Custodial Services use only chemicals and equipment that meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes.
 - b. Provide all needed safety equipment and protective devices necessary for the safety of all employees.

6. Maintain insurance at the levels noted in Exhibit D – Insurance Requirements.
7. Accept the contract terms listed in Exhibit E – General Terms and Condition and note any exceptions to the terms in Attachment 10 – Vendor Exceptions.

Maintain insurance at the levels noted in Exhibit D1 – Insurance Requirements.

PROPOSAL REQUIREMENTS

1. Vendors must submit a proposal containing all documents and information requested below in the format and order specified. Failure to comply may result in disqualification of proposal.

2. The proposal is required to have the following sections, each identified with a labeled tab:

Executive Summary	Company Information
Pricing/Capital Equipment	Staffing
Training	Transition Plan
Quality Assurance Program	References
Guarantees/Letter of Surety/Insurance	Other Relevant Information

3. Proposal layout and content requirements:

- a. Executive Summary (*maximum 5 pages*)
- b. Company Information (*maximum 4 pages*)
 - Company Overview (Attachment 1)
 - Company History
 - a. Pricing/Capital Investment
- c. Pricing Overview (Attachment 2)
 - Capital Investment Overview (Attachment 3)
 - Vendor Supplied Equipment List – Custodial (Attachment 4)
 - Price of total contract (Attachment 4B) **including price per location and price per square foot.**
- d. Staffing (*maximum 5 pages*)
 - Staffing Overview (Attachment 5) including number of full time and part time proposed employees
 - Staffing By Location (Attachment 6)
 - Proposed Organization Chart for each service, including managers and hourly staff
- e. Training (*maximum 12 pages*) - Fully explain your general management and hourly employee training programs.
- f. Transition Plan (*maximum 12 pages*) - Provide detailed transition plan for service. Include information on conversion of current SSC Service Solutions employees to vendor payroll, recruitment of new employees, employee training, and installation of programs and systems. (Custodial Services)

- g. Quality Assurance Program (*maximum 9 pages*) - Fully explain your web based quality assurance program for each service. Include samples of inspections, interviews, and formal reports.
 - h. Guarantees/Letter of Surety/Insurance
 - Guarantee Overview (Attachment 7) (Custodial Services)
 - Letter of Surety (Custodial Services)
 - Certificate of Insurance/Certificate of Liability
 - i. Custodial Services References (Attachment 8) - Provide the information requested for ten (3) references that are similar in size and scope/similar price per square foot to Charlotte County Public Schools. At least three (1) references must be recent start-up accounts. (Custodial Services) Two References for Grounds Maintenance.
 - j. Lost Accounts (Attachment 9) - Provide the information requested for all accounts lost within the past two (2) years.
 - k. Other Relevant Information
 - Vendor Exceptions to Terms of Contract (Attachment 10)
 - Appendix - Provide any additional documentation or information that you feel would help us better understand your ability to provide Custodial Services at Charlotte County Public Schools. (*maximum 15 pages*)
 - Audited Financial Statements for the past three (3) years
4. All proposals are to be presented in a binder and printed on 8.5 x 11 paper.
 5. Two (2) printed copies of the proposal and a complete electronic copy on CD and/or USB drive must be submitted by each vendor. A PDF of the proposal is acceptable but the original editable files must also be included.
 6. Proposals are to be sealed with the outside packaging marked as follows:
 Proposal for Custodial Services/Grounds maintenance
 Response to RFP #24-001
 Vendor Name
 Vendor Contact
 Vendor Phone
 7. Sealed proposals are to be mailed or delivered to:
 Charlotte County Public Schools
 PO Box 790 / 250 LeGrande Avenue, Suite E
 Charlotte Court House, VA 23923
 Attention: Brette A. Arbogast, Executive Director
 8. Proposals will be received until 3:30 PM EST on February 22, 2024 at which time they will be opened. Not evaluated. Proposals received after the time and date specified may be rejected at the discretion of Charlotte County Public Schools.

PROPOSAL EVALUATION AND AWARD CRITERIA

1. Proposals will be reviewed by the Charlotte County Public Schools selection committee using criteria listed.
2. After negotiations have been conducted with each selected offer, the school system selection committee will select the offer which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.
3. Should the school system selection committee determine in writing and in its sole discretion that one offeror is clearly more highly qualified than the others upon consideration, a contract will be negotiated and awarded to that offeror.
4. Selection Criteria Custodial Services

- a. Corporate Capability and Experience FACTOR: 15%
Consider the corporate capability and experience in achieving the objectives as listed in the “Requirements for Qualified Vendors” and “Proposal Attachments” as measured by performance records, years in industry, relevant experience, number of customers, customer retentions, provision of similar facility services and preferences.
- b. Comprehension of Scope FACTOR: 20%
Evidence of offers’ comprehension of scope objectives by demonstrating evidence of management service and implementation methods utilized in projects of similar scope including proposed staffing, capital investment overview and supplied equipment list.
- c. Key Personnel FACTOR: 15%
Key personnel qualifications based on specific background applicable to the contract, specialized experience and technical competence (from resumes)
- d. Additional Resources FACTOR: 10%
Additional resources and services the offeror can make available to Charlotte County Public Schools in conjunction with contract.
- e. Projected Cost of Initial Proposal FACTOR: 30%
Cost of custodial services
- f. References FACTOR 10%
All references provided must be notified that they are listed as a reference for this RFP. Be similar in size and scope and not affiliated with each other.

Total Value of Criteria: 100%

EXHIBIT A**BUILDING LIST**

Building	Square Feet
Bacon District Elementary School	26,000
Bus Shop Offices	1,000
Central Middle School	74,500
Central Middle School Softball/Soccer Concession/Restroom Facility	300
Eureka Elementary School	54,500
Eureka Elementary Computer Lab Building	1,250
Phenix Elementary School	30,000
Randolph-Henry High School (39)/ Annex	59,000
Randolph-Henry High School Technology Building (39)	2,500
Randolph-Henry High School Guidance & Career Building (39)	1,500
Randolph-Henry High School Horticulture Building (60)	1,225
Randolph-Henry High School Vocational Building (75)	16,500
Randolph-Henry High School Field House (82)	1,440
Randolph-Henry High School Baseball Restroom/Concession Facility	300
Randolph-Henry High School Football Restroom	500
Randolph-Henry High School Softball/Tennis Restroom/LOCKEROOM	1,500
School Board Office	2,700
David Bruce Building	1500
White Modular Building / Alt. Ed. Department	2,500
Total:	278,714

NOTE: Square footage shall only be considered as an estimate. It is the responsibility of the offeror that all areas are covered.

CLEANING SPECIFICATIONS

I. Cleaning Frequencies. Reports documenting weekly and monthly items are done will be available on request. Documentation of all work completed will be reviewed monthly with vendor supervisor and schools supervisor of maintenance or designee. If forms are not provided vendor agrees to pay schools for the costs associated with performing these tasks.

II. Vendor Supervisor will meet monthly with each building level administrator to review quality of work and ensure all expectations are being met. Building level administrators do not have the authority to alter or change financial guidelines of said contract.. Vendor Supervisor will provide monthly documentation in the form of notes to school maintenance supervisor or designee.

A) Athletic Facility Restrooms

1. Daily fill dispensers, clean and disinfect walls, fixtures, partition systems and floors except during times when these facilities are closed for an extended amount of time to exceed more than a week
2. Bi-weekly deep clean restrooms to remove disinfectant surfactant

B) Cafeteria/Kitchen Areas

1. Twice daily remove trash from area and dispose
2. Twice daily disinfect cafeteria tables
3. Twice daily dust and mop floors
4. Daily wet mop or scrub and disinfect floors
5. Daily clean inside Microwave
6. Weekly scrub and burnish floors
7. Weekly clean glass surfaces of fingerprints and smudges
8. Weekly clean ceiling fans
9. Monthly dust all horizontal surfaces, blinds and HVAC vents
10. Cleaning of exhaust hoods and internal units yearly
11. Machine Scrub floors yearly

C) Classrooms

1. Daily dust mop hard resilient floors and vacuum carpeted floors and area rugs
2. Daily empty trash and disinfect sinks, water fountains, door hardware and dust tops
3. Daily clean chalk/marker boards and empty pencil sharpeners
4. Daily damp mop areas to remove spots and clean spots from carpet and area rugs
5. Monthly high dust case work, HVAC supply louvers and returns, Venetian blinds and any horizontal surfaces that will hold dust.
6. Monthly scrub floors and burnish

D) Entrances, Corridors and Stairwells

1. Twice daily dust mop areas with first occurring around noon time and the other at the end of each school day.
2. Twice daily vacuum entrance mats to remove soil
3. Remove all pests from nearby entry ways to include but not limited to wasps, Bees, etc..
4. Daily damp mop areas to remove spots and clean spots from carpet and area rugs
5. Clean and remove all debris from within 100 feet of all entry ways
6. Daily clean and disinfect water fountains and door hardware
7. Weekly scrub and burnish floors
8. Weekly clean glass surfaces of fingerprints and smudges
9. Monthly high dust case work, HVAC supply louvers and returns, Venetian blinds and any horizontal surfaces that will hold dust.
10. Yearly power wash all entrance ways to within 20 feet of exterior doors. This includes doors and sidewalks

E) Gymnasium

1. Daily dust mop floor
2. Weekly clean debris from behind bleachers with bleachers extended
3. Weekly scrub gym floor with auto scrubber and neutral cleaner
4. Monthly dust all surfaces, blinds and HVAC vents that hold dust
5. Monthly Clean / dust vent HVAC stacks/tubes

F) Locker rooms and Showers

1. Daily dust mop floors
2. Daily clean and disinfect locker room, lockers and benches when in use
3. Daily clean and disinfect locker room showers when in use
4. Weekly deep clean to remove disinfectant surfactant
5. Monthly dust all surfaces and HVAC vents that can hold dust

G) Office and Resource Rooms

1. Daily dust mop or vacuum
2. Daily empty trash
3. Daily damp mop to remove soil as needed and remove spots from carpet and area rugs
4. Monthly dust all surfaces, blinds and HVAC vents that hold dust
5. Monthly cleaning of glass surfaces to remove fingerprints and smudges.

H) Restrooms

1. Twice daily check, spot clean and refill dispensers during normal school operation, once in the morning after school is in session and once in the afternoon after lunch.
2. Daily clean and disinfect all walls, fixtures, partition systems and floors after the end of each school day
3. Weekly deep clean floors using heavy duty cleaner and scrub brush to remove disinfectant surfactant build-up

4. Monthly dust mop all surfaces and HVAC vents that can hold dust
5. Restroom shall be free of odors with no cover scents used. Enzyme based products shall be used to eliminate and control odor.
6. **Provide wall mounted check off sheet that will be marked with date and time of cleaning**

I) Custodial Closets

1. Weekly cleaning of floors, walls and plumbing fixtures
2. Weekly cleaning of contractor provided equipment

II. Annual and Interim Restorative Maintenance Schedule will be created by May 1st of every year in collaboration with the Schools Supervisor of Maintenance or designee and vendor supervisor of all supper work to be completed.

A) Resilient Floors

1. VCT, asbestos containing tile, terrazzo and concrete floors with applied floor finish shall be scrubbed and burnished as indicated in Exhibit B Section I Cleaning Frequencies. The floors shall be dust mopped, thoroughly cleaned and burnished to provide high gloss. Care shall be taken not to burnish dirty floors embedding dirt into the finish.
2. Annually all floors shall be stripped or top scrubbed and recoated **depending on condition**. All free standing furniture shall be removed prior to procedure by vendor. Boxing of books and instructional supplies will be the responsibility of the school system. All floors with embedded dirt in existing finish shall be stripped and refinished. Care shall be taken with asbestos containing floor tile not to remove all existing finish during stripping exposing the tile to abrasion. A minimum of 3 coats of floor finish shall be applied after stripped and floor is neutralized.
3. Floors with ample clean floor finish shall be top scrubbed and a minimum of three coats of floor finish applied. Permission shall be received from School Board representative to top scrub and recoat in lieu of strip and refinish.
4. Corridors and cafeterias shall receive interim top scrub and recoating if floor finish has worn and a high gloss cannot be obtained by burnishing.

B) LVT

1. LVT tile floors to be cared for per manufacturers specification's Hallways and cafeteria to be auto scrubbed daily unless area requires more.
2. Classroom floors to be damped mopped daily
3. Monthly auto scrub floors

C) Carpet and Area Rugs

1. Extraction cleaning shall be performed annually on all carpet and area rugs. Care shall be taken not to over wet carpet and rugs and floor fans shall be used to dry in a timely manner to eliminate conditions conducive to fungal growth.

2. Interim extraction cleaning shall be performed in areas of high traffic. If soiled traffic lanes start to appear.
3. Carpet pile shall be lifted periodically using a carpet rake if pile becomes matted preventing proper removal of soil during vacuuming.

III. Product Specification

A) Floors Finishes and Cleaning Products

1. All finishes and cleaning products shall be compatible with products in use and not have adverse effects of floor and building finishes.
2. All products shall be EPA and Green Seal Certified.
3. MSDS sheets shall be provided for all chemicals.
4. Floor finish and cleaning products shall be Johnson J-fill or approved equal compatible with Johnson.
5. Hypochlorite solution (bleach) shall not be used for daily cleaning and disinfection.

B) Paper Products

1. Roll paper towels shall be unbleached craft, have not injurious effect on the skin, be of good quality and must be absorbent
2. Toilet tissue must be biodegradable bleached paper with softness above average, free from foreign matter and top-of-the-line grade
3. **Successful offeror shall provide and maintain paper towel and toilet tissue dispensers**
4. Paper product sample representative of product provided during the contract period shall be provided prior to the contract award.

C) Hand Soap

1. Hand soap shall provide rich lather and deep cleaning qualities. It shall leave hands clean and soft without irritation
2. Hand soap may be liquid or foam
3. **Hand soap and dispensers shall be provided and maintained at all hand basins in restrooms, classrooms, kitchens and support areas**

IV. Equipment

A) Custodial Equipment

1. Successful offeror shall provide and maintain all equipment required to perform duties as listed in Exhibit A "Building List" and Exhibit B "Cleaning Specifications".
2. Upright and backpack vacuums shall be equipped with a HEPA filter and changed per manufacturer recommendations
3. Propane burnishers shall be equipped with catalytic muffler exceeding EPA and CARB minimum standards and an emissions shutdown system if used in the building during occupied hours.

B) Vehicles

1. Successful offeror shall provide at a minimum (2) ½ ton, full size pick-ups for use in hauling supplies and equipment to locations listed and removing trash from those locations
2. Vehicles shall be maintained in good working order and be nice appearing

C) Matting

1. Exterior and interior mats shall be provided to allow 3 steps on matting prior to reaching resilient floors at all building entrances.
2. Matting shall be a pre-approved color.
3. Matting shall be replaced when they become worn or develop conditions that can lead to trip hazards

V. Special Conditions (All required)

- A) Successful offeror shall provide annual pressure washing of all main entrance sidewalks. Additional request by school board representative can be performed but not to exceed twice in one month..
- B) Successful offer shall provide cleaning of sidewalks after inclement weather events
- C) All accessible glass surfaces shall be cleaned annually of all finger prints, smudges, stains and foreign matter. Accessible includes all interior glass all levels and exterior glass on first floor regardless of height.
- D) Kitchen paper towel, soap and toilet tissue shall be included in contract
- E) Central bulk storage location at 259 Evergreen Road, Charlotte Court House, Virginia, 23923 in two 12 ft. X 16 ft. buildings. This will be the only space provided. Additional bulk storage requirements will need to be purchased by vendor.
- F) Services and frequency of services listed are intended to set a level of desired cleanliness. Services shall not be limited to those listed. Any omitted standard cleaning procedures not listed shall be included in the contract.
- G) The requirement to dust HVAC supply and return grills are limited to ones accessible from floor on 8 ft. step ladder with an extendable duster. Accessible will be considered 12 ft. in height or lower.
- H) Successful offer will provide some type of reimbursement in the event tasks or jobs are not completed per RFP. Charlotte County Public School intention for this RFP is to provide oversight and control of listed items. What are the consequences for failure to maintain standard?

EXHIBIT D**CURRENT EMPLOYEE LIST**

Employee	Hours
Employee 1	8
Employee 2	8
Employee 3	8
Employee 4	6
Employee 5	8
Employee 6	8
Employee 7	8
Employee 8	6
Employee 9	8
Employee 10	6
Employee 11	6
Employee 12	8
Employee 13	8
Employee 14	8
Employee 15	6
Employee 16	6
Employee 17	6
Employee 18	6
Employee 19	6
Employee 20	4
Employee 21	4
Employee 22	8
Employee 23	8
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EXHIBIT D**INSURANCE**

Contract shall maintain at its expense: (1) Worker's Compensation Insurance, Statutory Benefits and Employer's Liability Insurance with limits of not less than \$100,000; (2) General Liability Insurance with limits of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage per occurrence, including Contractual Liability coverage and including Contractor's Protective Liability coverage if Contractor will use subcontractors; (3) Motor Vehicle Liability Insurance with an employer's non-ownership endorsement. Limits of liability shall not be less and \$1,000,000 per person, \$1,000,000 per accident for bodily injury and \$2,000,000 per property damage combined. Third Party Fidelity bond of \$50,000 per employee along with umbrella coverage in the amount of \$3,000,000 is also required.

Certificate evidence of the above insurance must be furnished to Charlotte County Public Schools prior to the commencement of the term of this contract. If said insurance policy is changed by insured or insurer so as to affect the coverage required by this contract, at least 30 days prior written notice of such cancellation or change shall be sent to Charlotte County Public Schools at the address to which invoices are to be sent by Contractor.

EXHIBIT D1

INSURANCE

(1) General Liability Insurance with limits of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage per occurrence, including Contractual Liability coverage and including Contractor's Protective Liability coverage if Contractor will use subcontractors; (2) Motor Vehicle Liability Insurance with an employer's non-ownership endorsement. Limits of liability shall not be less and \$1,000,000 per person, \$1,000,000 per accident for bodily injury and \$2,000,000 per property damage combined

GENERAL TERMS AND CONDITIONS

- A. CONTRACT PERIOD - The period of initial contract shall be one year. Charlotte County Public Schools reserves the right to renew one year contract for up to a total of 5 years, subject to mutual agreement of Charlotte County Public Schools and the offeror. Charlotte County Public Schools reserves the right to cancel the contract with or without cause with 30 days written notice at any time throughout the contract period.
- B. ANTI-DISCRIMINATION - By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. In every contract over \$10,000 the provisions in 1 and 2 below apply:
1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. ETHICS IN PUBLIC CONTRACTING - By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986 - By entering into a written contract with Charlotte County Public Schools, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the school system, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. DEBARMENT STATUS - By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. ANTITRUST: - By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Charlotte County Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the school system under said contract.
- G. QUALIFICATIONS OF OFFERORS – Charlotte County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the school system all such information and data for this purpose as may be requested. The school system reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the school system that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- H. TESTING AND INSPECTION - The school system reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- I. ASSIGNMENT OF CONTRACT - A contract shall not be assignable by the contractor in whole or in part without the written consent of the school system.
- J. CHANGES TO THE CONTRACT - Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be

agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.

Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently.

- K. DEFAULT - In case of failure to deliver goods or services in accordance with the contract terms and conditions, the school system, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the school system may have.

- L. DRUG-FREE WORKPLACE - During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. NONDISCRIMINATION OF CONTRACTORS - A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- N. AVAILABILITY OF FUNDS - It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- O. CANCELLATION OF CONTRACT – Charlotte County Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- P. INDEMNIFICATION - Contractor agrees to indemnify, defend and hold harmless the Charlotte County Public Schools, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. OFFER ACCEPTANCE PERIOD - Any offer in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- R. PRIME CONTRACTOR RESPONSIBILITIES - The contractor shall be responsible for completely supervising and directing the work under this contract and all

subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- S. SUBCONTRACTS - No portion of the work shall be subcontracted without prior written consent of Charlotte County Public Schools. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the school system the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. WORK SITE DAMAGES - Any damage to utilities, equipment, facilities, or other Charlotte County Public School System property resulting from the performance of this contract shall be repaired to the school system's satisfaction at the contractor's expense.
- U. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS- By submitting this proposal, offerors certify that they that they are in compliance with all State and Federal Laws regarding, but not limited to, products and procedures used; and employee wages and benefits; and will remain in compliance for the duration of the contract.