



**CONTRACTUAL AGREEMENT BETWEEN
DISTRICT AND CONTRACTOR FOR
CUSTODIAL SERVICES**

This contract is made on the 1st day of November 2017, by and between Beaufort County School District (BCSD) and GCA Education Services Inc. (Contractor).

The Project is to acquire all services, materials, and equipment to provide Custodial Services for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

- 1. TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications and all terms and conditions within the BCSD Request for Proposal (RFP) #18-001 solicitation and the Contractor proposal in response to the RFP shall be made part of the Contract as if incorporated therein.
- 2. SCOPE OF WORK.** The contractor shall provide all services, materials, and equipment necessary for custodial services for BCSD to meet requirements within the BCSD Request for Proposal (RFP) #18-001 solicitation. The contractor shall be responsible for the following locations: Battery Creek Cluster, Beaufort Cluster, Whale Branch Cluster, Hilton Head Cluster, Bluffton Cluster and Beaufort-Jasper Academy for Career Excellence.
- 3. TERM.** This Agreement shall commence on the date above and the base term of the agreement shall be for three (3) years. BCSD has the option to renew the Agreement for two (2) one (1) year terms. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.
- 4. COMPENSATION.** In consideration of Contractor's performance of its obligations under this Contract, District shall pay Contractor a Contract Price for each Fiscal Year, divided into twelve (12) monthly payments. The Contract Price for the named five (5) BCSD Clusters during the period of November 1, 2017 through October 31, 2020 per Exhibit A (Price Sheet) will be Five Million Two Hundred Forty-One Thousand Seven Hundred Thirty-Two Dollars (\$5,241,732.00) annually or Four Hundred Thirty-Six Thousand Eight

Hundred Eleven Dollars (\$436,811.00) monthly. The Contract Price for Beaufort-Jasper Academy of Career Excellence during the period of November 1, 2017 through October 31, 2020 per Exhibit A (Price Sheet) will be Eighty-Five Thousand Eight Hundred Dollars (\$85,800.00) annually or Seven Thousand One Hundred Fifty Dollars (\$7,150.00) monthly. Annual price adjustments shall be in accordance with Sections 7.1.20, 7.1.21 and 7.1.22 of the BCSD RFP #18-001 solicitation.

Invoices will be paid thirty (30) days net from the beginning of the month in which Services are to be provided, commencing with the November 2017 invoice to be paid no later than November 30, 2017. Payment will be via check or electronic funds transfer.

- A. Payment by District shall not constitute an acceptance of defective services or a waiver of any of its rights hereunder.
- B. In the event that the District does not make payments on or before the dates due under this Agreement, Contractor may, at its option, terminate this Agreement at any time after giving thirty (30) days' prior written notice to the District unless all overdue amounts are paid on or before the end of the notice period.
- C. District may set-off amounts otherwise due to Contractor for any of the following reasons:
 - (1) non-performance or defective performance and the District's costs to cure or cover for the same, plus any other contract damages incurred by the District, after reasonable notice and opportunity to cure in light of the circumstances of the non-performance or defective performance;
 - (2) unauthorized deviations from the scope of services provided in this Contract;
 - (3) damage to the District, including, but not limited to, failure of the Contractor to indemnify District as required by this Contract; or
 - (4) failure of the Contractor to correct damage to the District's property, as required by this Agreement.
- D. District shall give written notice to Contractor as to why payment has been set-off. When the grounds for setting-off payment are removed, payment shall be promptly made for amounts set-off because of them.
- E. Any permanent changes in staffing levels that differ from proposed staffing in Exhibit B will require approval from the District contract administrator.
- F. As agreed by the parties, the District may deduct \$20,000.00 annually (or \$1,667.00 per invoice) from the Contract Price for each

District Employee utilized by Contractor ("District Employee Deduction"). The District Employee Deduction will remain in effect until such time as all District Employees are replaced by Contractor employees.

G. District Office Space Rental will be Seven Thousand Two Hundred Sixty Dollars (\$7,260.00) annually and Six Hundred Five Dollars (\$605.00) monthly.

- 5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.
- 6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.
- 7. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to GCA Education Services, Inc. at 4726 Western Avenue, Knoxville, TN 37921.
- 8. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

GCA Education Services Inc.

Beaufort County School District

By:  _____

Randy Twyman,
VP of Finance, CFO & Secretary

By:  _____

Jeffrey C. Moss,
Superintendent



PRICE SHEET

**RFP 18-001
Beaufort County School District
Pricing Schedule for Custodial Maintenance**

LOCATION	Monthly Cost	Annual Cost
<u>Battery Creek Cluster</u>		
Battery Creek High School		
Battery Creek High School - CATE Building		
Broad River Elementary		
Broad River Elementary - PE Building		
J S Shanklin Elementary		
Robert Smalls International Academy		
District Educational Services Center		
Total Battery Creek Cluster	\$ 58,535.00	\$ 702,420.00
<u>Beaufort Cluster</u>		
Beaufort Elementary		
Beaufort Middle School		
Beaufort High School		
Beaufort High School Performing Arts Ctr		
Coosa Elementary		
Lady's Island Elementary		
Lady's Island Middle School		
Mossy Oaks Elementary		
Mossy Oaks Elementary PE Building		
Pink House		
Port Royal Elementary		
St Helena Elementary		
Adult Education Building		
Total Beaufort Cluster	\$ 96,341.00	\$ 1,156,092.00

Exhibit A (Continued)

LOCATION	Monthly Cost	Annual Cost
<u>Whale Branch Cluster</u>		
James J Davis Early Childhood Center		
Whale Branch Early College High School		
Whale Branch Elementary		
Whale Branch Middle School		
Total Whale Branch Cluster	\$ 39,785.00	\$ 477,420.00
<u>Bluffton Cluster</u>		
Bluffton Early Childhood Center		
Bluffton Elementary		
Bluffton High School		
Bluffton Middle School		
H E McCracken Middle School		
May River High School		
M C Riley Early Childhood Center		
M C Riley Elementary		
Okatie Elementary		
Pritchardville Elementary		
Red Cedar Elementary		
River Ridge Academy		
Maintenance Annex		
Total Bluffton Cluster	\$ 155,989.00	\$ 1,871,868.00

Exhibit A (Continued)

LOCATION	Monthly Cost	Annual Cost
<u>Hilton Head Island Cluster</u>		
Hilton Head Early Childhood Center		
Hilton Head High School		
Hilton Head IB Elementary		
Hilton Head School for Creative Arts		
Hilton Head Middle School		
Daufuskie Island Elementary		
Total Hilton Head Island Cluster	\$ 86,161.00	\$ 1,033,932.00
DISTRICT TOTAL - ALL CLUSTERS	\$ 436,811.00	\$ 5,241,732.00
<u>Beaufort Jasper Academy for Career Excellence</u>		
Beaufort Jasper Academy for Career Excellence	\$ 7,150.00	\$ 85,800.00
ANNUAL CONTRACT TOTAL	\$ 443,961.00	\$ 5,327,532.00

Exhibit A (Continued)

ADDITIONAL COSTS

SATURDAY SERVICE	
<u>Area opened 1,000 – 5,000 sf</u>	
Minimum number of hours/custodian	<u>4.0</u>
Minimum cost per custodian	<u>\$200.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Area opened 6,000 - 10,000 sf</u>	
Minimum number of hours/custodian	<u>6.0</u>
Minimum cost per custodian	<u>\$300.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Area opened 11,000 - 15,000 sf</u>	
Minimum number of hours/custodian	<u>8.0</u>
Minimum cost per custodian	<u>\$400.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Area opened 16,000 - 20,000 sf</u>	
Minimum number of hours/custodian	<u>8.0</u>
Minimum cost per custodian	<u>\$400.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Area opened 21,000 - 25,000 sq ft</u>	
Minimum number of hours/custodian	<u>12</u>
Minimum cost per custodian	<u>\$600.00</u>
Number of custodians required	<u>1.5</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Additional 5,000 sf above 25,000 sf</u>	
Minimum number of hours/custodian	<u>4.0</u>
Minimum cost per custodian	<u>\$200.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
SUNDAY SERVICE	
<u>Area opened 1,000 – 5,000 sf</u>	
Minimum number of hours/custodian	<u>4.0</u>
Minimum cost per custodian	<u>\$200.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Area opened 6,000 - 10,000 sf</u>	
Minimum number of hours/custodian	<u>4.0</u>
Minimum cost per custodian	<u>\$200.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>

Exhibit A (Continued)

SUNDAY SERVICE	
<u>Area opened 11,000 - 15,000 sf</u>	
Minimum number of hours/custodian	<u>6.0</u>
Minimum cost per custodian	<u>\$300.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Area opened 16,000 - 20,000 sf</u>	
Minimum number of hours/custodian	<u>8.0</u>
Minimum cost per custodian	<u>\$400.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Area opened 21,000 - 25,000 sq ft</u>	
Minimum number of hours/custodian	<u>8.0</u>
Minimum cost per custodian	<u>\$400.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
<u>Additional 5,000 sf above 25,000 sf</u>	
Minimum number of hours/custodian	<u>4.0</u>
Minimum cost per custodian	<u>\$200.00</u>
Number of custodians required	<u>1.0</u>
Additional hour/custodian after minimum	<u>\$50.00/hr</u>
Cleaning in Excess of Once Annually:	(\$/SF)
Shampoo carpet	<u>\$0.15</u>
Finish floors	<u>\$0.35</u>
Damp Wipe furniture & locker ext.	<u>\$25.00</u>
Clean all exterior windows	<u>\$0.50</u>
Clean all interior windows	<u>\$0.25</u>
Clean all interior skylights	<u>\$50.00</u>
Power Wash:	
All entrances to buildings.	<u>\$0.75</u>
All mobile units (Portables).	<u>\$0.75</u>
Cleaning in Excess of Once Annually for Cafeterias, Entrances, Lobbies, Hallways and Multi-Purpose Rooms:	(\$/SF)
Shampoo carpets	<u>\$0.50</u>
Floor Finish	<u>\$0.50</u>
Service Call Hourly Rates:	
Production	<u>\$19.00/hr</u>
Supervision	<u>\$24.00/hr</u>

Exhibit B

WORKHOURS BY LOCATION

School/Site	Positions	FTEs by Location	Daily Hours by Location	Annual Hours by Location
Daufuskie Elementary	Day Porter (.375)	0.375	3	735
Hilton Head Elementary - Creative Arts	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (3.125), Floor Tech/Supervisor (1)	5.625	45	10,285
Hilton Head Early Childhood Center	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (2.75), Floor Tech/Supervisor (.875)	5.125	41	9,525
Hilton Head High	Day Porter/Supervisor (1), Day Porter (1.5), Cleaners (5.5), Floor Tech (1), Supervisor (1)	10.000	80	18,320
Hilton Head Elementary	Day Porter/Supervisor (1), Day Porter (1.5), Cleaners (3.5), Floor Tech (1), Supervisor (1)	8.000	63	12,355
Hilton Head Middle	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (2.625), Floor Tech (1), Supervisor (1)	6.125	48	11,100
HILTON HEAD CLUSTER TOTAL		35.250	280	62,320
Bluffton Early Childhood Center	Day Porter (1), Cleaners (1.5)	2.500	20	4,660
Bluffton Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (1.5), Floor Tech (1), Cleaner/Supervisor (1)	5.000	40	9,320
Bluffton High	Day Porter/Supervisor (1), Day Porter (1.75), Cleaners (4.75), Floor Tech (1), Supervisor (1)	9.500	76	17,420
Bluffton Middle School	Day Porter/Supervisor (1), Day Porter (1), Cleaners (3.625), Floor Tech (1), Supervisor (1)	7.625	61	14,045
H E McCracken Middle	Day Porter/Supervisor (1), Day Porter (1), Cleaners (3.5), Floor Tech (1), Supervisor (1)	7.500	60	13,820
May River High School	Day Porter/Supervisor (1), Day Porter (2.5), Cleaners (4.5), Floor Tech (1), Supervisor (1)	10.000	80	18,320
M C Riley Early Childhood	Day Porter (1), Cleaners (1.5)	2.500	20	4,660
M C Riley Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (2), Floor Tech/Supervisor (1)	4.500	36	8,420
Okatie Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (2.375), Floor Tech (1)	4.875	38	8,850
Pritchardville Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (3.5), Floor Tech (.875)	5.875	47	10,875
Red Cedar Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (2.25), Floor Tech (.75), Cleaner/Supervisor (1)	5.500	44	10,220
River Ridge Academy	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (4), Floor Tech/Supervisor (1)	6.500	52	12,020
Maintenance Annex	Cleaner (1)	1.000	2	490
BLUFFTON CLUSTER TOTAL		72.875	576	133,120

Exhibit B (Continued)

School/Site	Positions	FTEs by Location	Daily Hours by Location	Annual Hours by Location
Battery Creek High	Day Porter/Supervisor (1), Day Porter (1.5), Cleaners (4), Floor Tech (1), Cleaner/Supervisor (1), 1 District FTE (not included in FTE count or workhours)	8.500	66	15,170
Battery Creek High - CATE Building	Cleaner (.25)	0.250	2	450
Broad River Elementary	Day Porter/Supervisor (1), Cleaners (2), Floor Tech/Supervisor (.75)	3.750	30	6,910
Broad River Elem PE Building	Cleaner (.25)	0.250	2	450
J S Shanklin Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (1.5), Floor Tech (.5), Cleaner/Supervisor (.5) 2 District FTEs (not included in FTE count or workhours)	4.000	32	7,440
Robert Smalls International Academy	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (3), Floor Tech/Supervisor (1)	5.500	44	10,220
District Office (DESC)	Day Porter (1), Cleaners (1.5), Floor Tech (1)	3.500	26	6,550
BATTERY CREEK CLUSTER TOTAL		25.750	202	47,190
James J Davis Early Childhood Center	Day Porter/Supervisor (1), Cleaners (1.5), Floor Tech/Supervisor (.75)	3.250	26	6,130
Whale Branch Early College High	Day Porter/Supervisor (1), Day Porter (.875), Cleaners (2.125), Floor Tech (1), Supervisor (1)	6.000	48	11,120
Whale Branch Elementary	Day Porter/Supervisor (1), Cleaners (2), Floor Tech/Supervisor (.875)	3.875	31	7,275
Whale Branch Middle	Day Porter/Supervisor (1), Cleaners (2.5), Floor Tech/Supervisor (1)	4.500	36	8,420
WHALE BRANCH CLUSTER TOTAL		17.625	141	32,945

Exhibit B (Continued)

School/Site	Positions	FTEs by Location	Daily Hours by Location	Annual Hours by Location
Beaufort Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (2.5), Floor Tech (.75)	4.750	38	8,830
Beaufort Middle	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (3), Floor Tech/Supervisor (1)	5.500	44	10,220
Beaufort High	Day Porter/Supervisor (1), Day Porter (3), Cleaners (4.125), Floor Tech/Supervisor (1)	9.125	73	16,745
Beaufort High Performing Arts Center	Cleaner (.25)	0.250	2	450
Coosa Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (1.75), Floor Tech (.75)	4.000	32	7,360
Lady's Island Elementary	Day Porter/Supervisor (1), Cleaners (1.75), Floor Tech (.5)	3.250	26	6,010
Lady's Island Middle	Day Porter/Supervisor (1), Day Porter (1), Cleaners (3.25), Floor Tech (1)	6.250	50	11,410
Mossy Oaks Elementary	Day Porter/Supervisor (1), Cleaners (2), Floor Tech (.5)	3.500	28	6,460
Mossy Oaks Elem PE Building	Cleaner (.25)	0.250	2	450
Pink House	Cleaner (.25)	0.250	2	520
Port Royal Elementary	Day Porter/Supervisor (1), Cleaners (1.5), Floor Tech (.5)	3.000	24	5,560
St. Helena Elementary	Day Porter/Supervisor (1), Day Porter (.5), Cleaners (2.75), Floor Tech (1) 1 District FTE (not included in FTE count or workhours)	5.250	42	9,610
Adult Education	Cleaner (.5)	0.500	4	1,040
BEAUFORT CLUSTER TOTAL		45.875	367	84,665
Beaufort Jasper ACE	Day Porter (1), Cleaner (1)	2.000	16	3,920
DISTRICT TOTALS		199.375	1,582	364,160

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