SUPERINTENDENT APPROVAL OF PURCHASE OR CONTRACT RENEWAL

Request for Payment ☐ **New Contract/Agreement** ☑

Addendum/Amendment ☐ **Annual/Renewal** ☐

Specific description:

Contractor to acquire all personnel as described in RFP #25-024 to provide facility maintenance management services for BCSD.

Purpose/Outcome:

Contractor firm selected, Sodexo Operations, LLC, to provide facility maintenance services.

Term:

5 years (3 yr. base w/ (2) one (1) year terms).

Funding Source:

10025401-539502

SPECIAL REVENUE INT:_____ **CAPITAL/REFERENDUM/8% INT:**_____

Costs:

$4,814,968.00 (BCSD Yearly Costs)

****Over $619,275.00 Board Approval required** Board Approved 6/24/25

Requested by:

Brandy Majors Date: 8/26/2025

Approved by (Chief Officer):

[signature] Date: 8/26/25

Superintendent Approval [signature] **(Initial)**

APPROVED BY (ACE):
Tonya V Crosby 8/29/25

Updated: KMY 07/22/2021

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CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

MAINTENANCE MANAGEMENT SERVICES

This Agreement is made on the 1st day of October 2025, between Beaufort County School District (BCSD) and Sodexo Operations, LLC (Contractor).

The Project is to acquire all personnel, services, materials, and equipment as described in (RFP) #25-024 to provide facility maintenance management 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) #25-024 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 personnel, supervision, management, transportation, and personal use safety equipment necessary for facility maintenance management services for BCSD to meet requirements within the BCSD Request for Proposal (RFP) #25-024 solicitation. Facility Maintenance Management Services include facility operations, maintenance, repair; and minor project support services for buildings, structures, and equipment at the BCSD school buildings and campuses, the administrative and support services buildings, and the Beaufort-Jasper Academy for Career Excellence (ACE) facilities.

3. **TERM.** For BCSD facilities, 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. For ACE facilities, maintenance management services shall commence on the date above and be provided on a year-to-year basis with the option to renew them annually for the five-year period. The ACE Board shall have authority to cancel the ACE portion of the contract at any time.

4. **COMPENSATION**. In consideration of Contractor's performance of its obligations under this Agreement, BCSD shall pay Contractor a Contract

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Price for each Fiscal Year, divided into twelve (12) monthly payments. For BCSD facilities, the Contract Price for the period of October 1, 2025, through September 30, 2028, per Exhibit A (Price Sheet) will be Four Million Eight Hundred Fourteen Thousand Nine Hundred Sixty-eight Dollars ($4,814,968.00) annually or Four Hundred One Thousand Two Hundred Forty-Seven Dollars and Thirty-Three Cents ($401,247.33) monthly. For ACE facilities, the Contract Price for the period of October 1, 2025, through September 30, 2028, per Exhibit A will be Twenty-Seven Thousand Five Hundred Dollars ($27,500.00) annually or Two Thousand Two Hundred Ninety-One 66/100 Dollars ($2,291.66) monthly. Annual price adjustments shall be in accordance with Sections 7.1.20, 7.1.21 and 7.1.22 of the BCSD RFP #25-024 solicitation.

Invoices will be paid within thirty (30) days net from the later date of the original invoice or an invoice requiring correction. Contractor will present invoices at the beginning of each month for services to be provided during that month.

A. Payment by BCSD shall not constitute an acceptance of defective services or a waiver of any of its rights hereunder.

B. In the event that BCSD 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. BCSD may set-off amounts otherwise due to Contractor for any of the following reasons after January 1, 2026:
   (1) non-performance or defective performance and the BCSD's costs to cure or cover for the same, plus any other contract damages incurred by the BCSD, 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 BCSD, including, but not limited to, failure of the Contractor to indemnify BCSD as required by this Contract; Contractor shall be responsible for negligent, unsafe, or unlawful vehicle operation. BCSD shall insure the vehicle for liability purposes but the Contractor shall make BCSD whole for any damages or claims brought as a result of improper operation of vehicle.
   (4) failure of the Contractor to correct damage to BCSD's property, as required by this Agreement.

D. BCSD 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

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because of them.

5. **STAFFING.** Contractor shall determine and implement appropriate level of staffing for building maintenance operations. Minimum staffing levels must be maintained in accordance with recommended levels by APPA's Operational Guidelines for Education Facilities. Minimum staffing levels shall be maintained in accordance with levels established in the proposal, incorporated into this document by reference, for Facilities Maintenance Management Services. All employees currently on the BCSD's payroll are to remain on the BCSD's payroll until separation. However, district employees shall have the option to accept employment with the vendor. All new hires are to be on Contractor's payroll.

6. **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.

7. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.

8. **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 Sodexo Operations, LLC, Attention: Law Department, 915 Meeting Street Suite 15000, North Bethesda, MD 20852.

9. **EXCEPTIONS.** Pursuant to section 4.0.1.13 of the solicitation, the contractor takes the following exceptions to the solicitation:

    a. The following language is added to Section 7.0.19, page 48 of the RFP to reflect mutual waiver rights:

    "The waiver or approval by either Party of or under any term or condition of this Agreement at any time shall not be deemed a waiver or approval unless provided in writing by an authorized representative of the waiving or approving Party."

    b. Section 7.1.5 g), page 51 of the RFP is modified to reflect the addition of the following language:

    "With respect to claims for damage to the property of the Parties, for which the Parties maintain a system of coverage on their respective property, each Party hereto waives its rights, and the rights of its

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subsidiaries and affiliates, to recover from the other Party hereto and its subsidiaries and affiliates for loss or damage to such Party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies but only to the extent that the Party receives proceeds from its insurance provider for the loss. Each Party's liability for claims shall not exceed One Million Dollars ($1,000,000.00)."

c. Section 7.1.5 h), page 51 of the RFP is modified to read as follows:

h) Any deductibles or self-insured retentions must be declared to the BCSD. The BCSD may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

d. Section 7.1.8 of the RFP is modified to reflect the addition of the following language as Section i):

"If BCSD breaches a material provision hereof ("Cause"), Contractor shall give BCSD written notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due, or ninety (90) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, Contractor shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to Contractor at law or in equity.

e. Section 7.1.11 of the RFP is modified to reflect the addition of the following language:

"Contractor will not be held liable for the actions of BCSD and its employees."

f. Section 7.1.30 a) of the RFP is deleted and the following substituted therefor to reflect mutual rights of termination for convenience:

"a) Either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party."

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g. The following provisions are hereby added to the Agreement:
   i. Agreement Not To Hire. BCSD shall not, after the initial period of one year from the start of this contract, without Contractor's written consent, hire or make any employment agreement with any person who has been a Contractor management employee involved with the Services within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of this Agreement. BCSD agrees that Contractor's management employees have acquired special knowledge, information, skills, and contacts as a result of being employed with and trained by Contractor. If BCSD hires or makes any agreement with any such employee within the restricted period, it is agreed by BCSD that Contractor shall suffer damages, and BCSD shall pay Contractor as liquidated damages an amount equal to two times the annual salary of each Contractor management employee hired by BCSD. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive the termination of this Agreement.
   ii. Condition of Premises and Equipment. BCSD in good faith and to the best of its knowledge believes that the Premises and equipment provided by BCSD for use in the Services operation are in good condition and maintained by BCSD to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health (including, without limitation, OSHA regulations). BCSD further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or government regulation or at BCSD's request shall be the responsibility of BCSD and shall be at the BCSD's expense unless otherwise agreed by the parties.
   iii. BCSD represents and warrants that, to the best of its knowledge, the Premises does not contain any unlawfully hazardous levels of asbestos or asbestos containing materials. If BCSD becomes aware or receives notice or other communication concerning the presence of hazardous levels of asbestos or asbestos containing materials in the Premises, BCSD shall deliver to Contractor, within fifteen (15) days of receipt of such notice, a copy of any such notice or communication. In addition, BCSD shall, at its sole cost and expense, promptly take all actions required by any

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governmental agency or which are reasonably necessary to mitigate any unsafe environmental condition caused by the presence of asbestos or asbestos containing materials, unless the exposure of the asbestos or hazardous materials is caused by the Contractor, in which case the Contractor shall be responsible for correcting its work that created the exposure of the asbestos or hazardous materials.

Consequential Damages. In no event shall either Party be liable to the other for consequential, indirect, or incidental damages (including punitive damages and lost profits), even if such Party has been advised of the possibility of such damages in advance.

iv. Contractor Trade Secrets and Proprietary Rights.

A. During the term of this Agreement, Contractor may grant to BCSD a nonexclusive right to access certain proprietary materials of Contractor, including Services survey forms, software (both owned by and licensed to Contractor), and similar items regularly used in Contractor's business operations ("Proprietary Materials"). In addition, BCSD may have access to certain non-public information of Contractor, including, but not limited to, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by BCSD), or (ii) any information which was available to BCSD on a non-confidential basis from a source other than Contractor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Contractor.

B. BCSD shall not disseminate any Proprietary Materials or disclose any of Contractor's Trade Secrets, directly or indirectly, during or after the term of this Agreement, except as may be required by law or in a legal proceeding involving the Parties. BCSD shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Contractor and

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shall be returned to Contractor immediately upon termination or expiration of this Agreement.

10. **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.
In the event of a conflict among the Contract Documents, the following order of precedence shall apply:

A. This Agreement
B. BCSD's Solicitation (RFP #25-024)
C. Contractor's responding proposal to RFP #25-024

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

AGREED:

Sodexo Operations, LLC

DocuSigned by:
By: Keriann Roche
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Keriann Roche,
Vice President

Beaufort County School District

By: _____

Frank J. Rodriguez,
Superintendent

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Exhibit A

PRICE SHEET
FOR MAINTENANCE MANAGEMENT SERVICES

1. Cost of Management.....$395,940.00
2. Cost of Supervision.....$307,673.00
3. Cost of Maintenance Employees.....$3,050,093.00
4. Cost of Administrative Support.....$159,918.00
5. Benefit Cost Breakdown.....$421.435.00
6. Uniform Costs..... $19,568.00
6. Overhead and profit.....$460,341.00
7. Total BCSD Yearly Costs.....$4,814,968.00
8. Monthly BCSD Costs.....$401,247.33

9. Total Yearly Cost for ACE only.....$27,500.00 KA
10. Monthly Cost for ACE only.....$2,291.66 8/28

UNIT COST FOR FUTURE FACILITIES

Annualized Estimated Square Footage Cost for Future Facilities*.....$1.079/SF
*The unit price is for budgeting purposes only. Negotiations between the Contractor and BCSD will determine cost of maintenance management services for future facilities.