	BAMBERG COUNTY SCHOOL DISTRICT SEALED BID Request for Proposal (RFP)	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	**Custodial2026-DO** **03/02/2026** Devon Furr (803) 682-1650 dfurr@bambergschools.org

DESCRIPTION: **Custodial Services, Supplies, and Equipment**

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY Opening Date/Time: March 24, 2026 at 11:00 a.m.

QUESTIONS MUST BE RECEIVED BY: March 17, 2026 by 2:00 p.m.
Via E-mail: dfurr@bambergschools.org

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original hard copy, and three (3) copies**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Bamberg County School District
3830 Faust Street
Bamberg, SC 29003

PHYSICAL ADDRESS:
Bamberg County School District
3830 Faust Street
Bamberg, SC 29003

CONFERENCE TYPE: **Mandatory Site Visit** DATE & TIME: March 12, 2026 @ 9:30 a.m.; All school/facility sites will be available for inspection this day; Conference from 9:30 – 10:15 a.m.; site visits will commence upon completion.	LOCATION: **Bamberg County School District 3830 Faust Street, Bamberg SC**
CONFERENCE TYPE: **Board Presentation** DATE & TIME: March 27, 2026, TBD	LOCATION: Bamberg County School District, 3830 Faust St., Bamberg, SC 29003

AWARD & AMENDMENTS	Award will be on **4/14/26.** The award, this solicitation, and any amendments will be posted at the following web address: https://www.bambergschools.org/departments/finance/procurement

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Small (15 employee or less) ☐ Women ☐ Minority ☐ Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

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(Return Page Two with Your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.

OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.

*ADDRESS AND PHONE OF IN-STATE OFFICE

☐ In-State Office Address same as Home Office Address
☐ In-State Office Address same as Notice Address
(CHECK ONLY ONE)

PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.

IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE.
OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.

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EXHIBITS

1.0 SCOPE OF SOLICITATION

1.1 ACQUIRE SERVICES:

The purpose of this solicitation is to acquire services from qualified custodial service firms to comply with the enclosed description and/or specifications and conditions for the Bamberg County School District.

1.2 RFP - THREE (3) PART PROCESS

This RFP is a three-part process: A Request for Qualifications (RFQ) submission, also known as a technical proposal, a cost proposal, and a Board of Trustees presentation. The RFQ submissions will be evaluated first. During the RFQ evaluation, the evaluation committee members will consider and score the responsibility of the proposer based on the information requested by the District and provided by the proposer, including, but not limited to credentials and experience of the proposer and the key staff who will administer the services and other such information. Any proposer deemed non-responsive or unqualified as a result of these evaluations will be eliminated from further consideration. Any proposer deemed qualified and responsive, as a result of the RFQ submission, will then have his/her cost proposal opened and evaluated. Interviews and clarifications may be used to assure understanding of proposals and to obtain necessary information for evaluation purposes. Ultimately, the most advantageous offer from among the qualified Offerors will be recommended for consideration of an award of the contract.

Each proposal shall be complete and submitted in the format requested in the following section in order to facilitate timely evaluation of all of the proposals. Each proposer shall submit one (1) original set and three (3) copy sets. Each set includes both an RFQ submission, also known as a technical proposal and cost proposal. Each proposal set shall contain a bound RFQ submission, also known as a technical proposal and one cost proposal sealed in an envelope or container, and clearly marked "Technical and Cost Proposal" (see Exhibit A) on the outside of the envelope.

RFQ Submission/The Technical Proposal: Each RFQ Submission/Technical Proposal shall be formatted as outlined below. This format is utilized to speed the deliberations of the evaluation committee. Thus, the proposal should include the information and materials requested in clearly marked, separate sections.

1. Official Proposal Form
    a. Signed *Cover* Page and Page 2. Acknowledgment of any amendments.
2. Executive Summary
    a. Business or Executive summary
    b. Historical and Financial information
3. Offeror Experience and Capabilities
    a. Comprehensive description of the firm's experience in supplying the services required by this Request for Proposals. Contractors shall be capable of demonstrating a successful history of coordinating and providing custodial services for K-12 public schools, preferably in South Carolina
    b. A minimum of *five* (5) business references for similar projects to include the name of client organization, title, phone number, and email address of client contact; dates of project; and general details of the services provided.
4. Offeror Project Manager and Project Personnel
    a. Business Summary of Project Manager, Project Staff, and other parties who will provide services for the project.
5. Response to Scope of Work Requirements
    a. Training Program
    b. Staffing
    c. Quality Control
    d. Equipment
    e. Supplies and Chemicals
    f. Statement of the responsibilities of the Contractor and the District
6. Transition Plan
    a. See Section 1.9 for details
7. Other Information
    a. Statement of any litigation to which the Offeror has been a party in the last twelve months

The Cost Proposal: The proposer shall submit its costs on an hourly/monthly/yearly basis, as shown on Exhibits A and B (Cost Proposals). Any proposed discounts should not be reflected in this pricing. Discounts should be shown separately. By submission of their proposal, each proposer shall agree to hold the prices shown in the proposal for at least ninety (90) days after the submission deadline.

The Board Presentation: The proposer will prepare a 10-15 minute presentation for the Bamberg County Board of Trustees focusing on the proposer's Transition Plan. Only the top three scoring proposals will move forward to the Board Presentation phase.

1.3 MAXIMUM CONTRACT PERIOD - ESTIMATED

July 1st, 2026 through June, 30th 2027 (The District Superintendent must approve voluntary extensions beyond this contract period) and 235 days of service per year.

1.4 SITE VISITS

Site visits have been scheduled for **March 14, 2024 beginning at 9:30 AM at Bamberg County School District District Office—3830 Faust Street, Bamberg SC 29003. Attendance at the site visit is mandatory. We will not visit all schools but schools will be made available to those who want to see all facilities.** There will be **no** contact with the principals or any other administrative staff except as may occur during the site visits. All communications are to be with the District personnel directly involved with the site visits. This will be the only scheduled site visit. Questions from potential bidders that arise during the walkthrough should be submitted to Devon Furr at dfurr@bambergschools.org. Answers will be posted on the district website.

1.5 CONTRACTOR QUALIFICATIONS

Contractor shall be licensed and permitted to perform all work included in this RFP, including any special licenses and/or permits.

1.5.1 Contractor must have staff support to provide an effective quality control program, a training program and make available technical support on a daily basis required by the District.

1.5.2 **All equipment, materials, supplies, and parts (other than those specifically excluded in writing) to perform the services described will be the responsibility of the contractor.**

The contractor will be responsible for **hiring and training all required employees necessary for this contract** and shall comply with the Fair Labor Standards Act. The contractor or sub-contractor(s) of the contractor will not employ at less than the established federal and state minimum wage. The contractor will give each employee a criminal background check on a yearly basis. All pre-employment and yearly criminal background checks (minimum SLED check) on each employee **must** be retained by the Contractor. Contractor must provide the District with the results of these checks upon request. The contractor must inform the District immediately if any items appear on an employee's criminal background check. Additionally, if an item does appear on an employee's criminal background check, that employee will not be allowed to work at the District pending the District's and contractor's review of the circumstances. All costs for criminal background checks are the responsibility of the contractor. No employee with a police record other than a misdemeanor violation may be assigned duties under this contract. Any employees whose work habits and/or conduct are deemed objectionable shall be removed from the workforce upon request of the District. The contractor shall use persons who are thoroughly trained in the necessary skills for custodial maintenance. Workers shall not engage in profanity, indecent acts, stealing, use of alcohol, use of tobacco in any form (to include vaping), or use of illegal drugs or possession of weapons on District property. All employees shall be dressed in an appropriate manner authorized by the contractor. Each employee shall be neat and clean in appearance. Uniforms and District approved identification badges shall be worn which fully identify the worker as a member of the contractor's workforce.

1.5.3 The contractor must have on file, for any employee that works in any District facility, a Tuberculin Test **(TB)** that is no more than twelve (12) months old. The contractor must provide the district copies of the TB test for all employees working at any District facility upon request of the District. All costs for TB testing are the responsibility of the contractor. The contractor must notify the District of any employees that receive a positive TB test. If any employee tests positive for TB, then the contractor must consult with the District regarding the next steps for the employee and the employee's ability to work at any District facility.

1.5.4 The successful contractor will have adequate insurance coverage to protect interests of the contractor as well as the school district including workers' compensation coverage for employees of the contractor. The contractor must submit a certificate of insurance, showing all required coverage, and resubmit annually or more often as needed to show continuous coverage. See Section 6.2.3 for required coverage

1.5.5 It is the responsibility of the contractor to secure all equipment during and after use to prevent injury to students or any person not authorized to use such equipment.

1.5.6 Contractor shall designate, in writing, a contact person for daily operations.

1.5.7 Contractor must pay its employees who work at District facilities a minimum hourly rate of $16.000 per hour and Supervisors a minimum $20.00 per hour.

1.6 INSURANCE COVERAGE

Prior to contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the District as Additional Insured shall be provided to the District. See Section 6.2.3 for required coverage.

1.7 PROPOSED CUSTODIAL STAFF (INCLUDING SUPERVISORS AND HEAD CUSTODIANS) Contractor will list the staff required to fulfill the attached specifications, including management/supervision (Exhibit C). This list will be shown by school. This staffing should also indicate the normal work hours each day. Contractor should be aware that close coordination with each school principal or head person is required in setting work hours. **BCSD will provide daytime district-employed custodians at each school. The offeror will provide a daytime Account Manager, a nighttime Assistant Manager and an agreed-upon number of full-time (FTE) nighttime custodians.** The supervisor on staff will report daily to the principal or designee and introduce any new custodian to the principal or their designee. Additionally, this employee should be able to make decisions and provide the necessary support for the employees. The contractor must provide a substitute custodian if the regular custodian is out of work more than one day. If any of the contractor's staff is non-English speaking, the contractor must provide all written material in the language of the employee (i.e. work schedules, directives, etc.).

1.9 TRANSITION PLAN

Submit a projected Transition Plan for implementation, if awarded the contract, to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.

1.9.1 The proposer must submit an overview of key elements of the Transition Plan, inclusive of the following broad categories. This plan is not intended to represent a transition plan specific to the RFP, but should provide sufficient detail to highlight the depth of proposer's understanding of the transition process.

1. Review of District operating procedures and policies.
2. A plan to incorporate fair consideration of retaining current qualified and experienced custodial employees with comparable compensation and benefits. A breakdown of proposed employee benefits is required.
3. Recruitment of key staff.
4. Review of existing vendor contracts.
5. Review of existing facilities.

1.10 TRAINING PROGRAM FOR MANAGEMENT & HOURLY EMPLOYEES

1.10.1 What is the name of the training program(s) your company uses to train all employees?

_____

_____

1.10.2 If the training program(s) is/are an "in house" training program(s), a copy of the program(s) must be attached to this RFP.

1.11 CUSTODIAL SERVICES QUALITY CONTROL

1.11.1 What system does your company use to measure the quality of your custodial services? Please describe here or attach a copy of your company's documents describing your system.

_____

_____

Note: Attach additional pages, if needed.

1.11.2 If your company uses a software quality control system, please name the system:

_____

1.12 CUSTODIAL SERVICES MANAGEMENT SYSTEM

Does your company use software to manage your custodial services? _____Yes ____No

If yes, what software does your company use to manage your custodial services?

_____

1.13 CUSTODIAL SUPPLIES QUALIFICATION

Does your company have a formal process for qualifying custodial supplies? _____Yes _____No If yes, describe the process your company uses to qualify all custodial supplies, including, but not limited to cleaning, disinfecting, waxing, and polishing supplies. Enclose a copy with this RFP. If you do not have a formal process, describe the process on a separate page(s) titled "Custodial Supplies Qualification Process" and include it with this RFP. In the event that BCSD determines that it is in the best interest of BCSD to specify the supplies to be used, Is your company willing to use the supplies specified by BCSD?

_____Yes _____No

1.14 CUSTODIAL SUPPLIES PROCUREMENT

Contractor will provide all paper supplies, custodial supplies & **equipment, and plastic liners.**

Contractor will also provide product pricing, product training, and delivery services for custodial equipment & **supplies that BCSD purchases for locations in the District not covered by the contract for custodial staffing, supervision, and equipment** & **supplies services.**

1.15 CRIMINAL BACKGROUND CHECKS

The authorized signature on the RFP certification page is certification that all supervisory and custodial employees named have had and successfully passed, **at a minimum,** South Carolina Law Enforcement Division (SLED) criminal background checks and that all meet federal and state requirements for employment in K-12 facilities. A national background investigation of all supervisory and custodial employees is preferred. The signature also certifies that any new supervisor or custodial hire will have had and successfully passed a criminal background check and will meet the same federal and state requirements at the time of being hired.

2.0 INSTRUCTIONS TO OFFERORS

2.1 GENERAL INSTRUCTIONS

2.1.1 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS a) By submitting on *offer, offeror* certifies, to the best of their knowledge and belief, that

1) Offeror and/or any of its principals

i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

ii) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

iii) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.

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

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

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

d) If offeror is unable to certify the representations stated in paragraphs a) 1) and 2), offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the offeror's responsibility. Failure of the offeror to furnish additional information as requested by the Procurement Officer may render the offeror non-responsible.

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

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

2.1.2 DEADLINE FOR SUBMISSION

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated location at 3830 Faust Street, which services that purchasing office prior to the bid opening.

2.1.3 DRUG FREE WORK PLACE CERTIFICATION

By submitting an offer, offeror certifies that, if awarded a contract, contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the SC Code of Laws, as amended.

2.1.4 DUTY TO INQUIRE

Offeror, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Offerors are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the offeror's risk. Offeror assumes responsibility for any patent ambiguity in the solicitation that offeror does not bring to BCSD's attention.

2.1.5 ETHICS ACT

By submitting an offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-790, b) Recovery of kickbacks - Section 8-13-790,

c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, d) Use or disclosure of confidential information - Section 8-13-725, and

e) Persons hired to assist in the preparation of specifications or evaluation of bids- Section 8-13-1150.

2.1.6 DISCLOSURE OF CONFLICTS OF INTEREST

You warrant and represent that your offer identifies and explains any actual or potential conflicts of interest that may arise from your participation in this competitive process or your receipt of an award.

2.1.7 **OMIT TAXES FROM PRICE**

Do **not** include any sales or use taxes in your price that BCSD may be required to pay.

2.1.8 PROTESTS

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate chief procurement officer within the time provided.

2.1.9 PUBLIC OPENING

Offers will be publicly opened at the date/time and at the location identified on the cover page.

2.1.10 REJECTION/CANCELLATION

The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

2.1.11 RESPONSIVENESS / IMPROPER OFFERS

a) Responsiveness: Any offer that fails to conform to the material requirements of the solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the solicitation may be rejected. If a fixed price is required, an offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be waived at the sole discretion of the Procurement Officer.]

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

c) Unbalanced Bidding: The District may reject an offer as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

2.1.12 RESTRICTIONS APPLICABLE TO OFFERORS

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act.

a) After issuance of the solicitation, **you agree not to discuss this procurement activity in any way with the District or its employees, agents, or officials**. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed.

b) Unless otherwise approved in writing by the Procurement Officer, **offerers agree not to give anything to the District or its employees, agents or officials prior to award.**

2.1.13 SUBMITTING CONFIDENTIAL INFORMATION

a) For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that offeror contends contains information that is exempt from public disclosure because it is either
   1) a trade secret as defined in Section 30-4-40(a)(1) or
   2) privileged and confidential, as that phrase is used in Section 11-35-410.

b) For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

c) For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that offeror contends is protected by Section 11-35-1810.

d) All markings must be prominent; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page.

e) By submitting a response to this solicitation or request, offeror
   1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
   2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
   3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

f) In determining whether to release documents, the District will detrimentally rely on offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED".

g) By submitting a response, offeror agrees to defend, indemnify and hold harmless District, its officers, and its employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

2.1.14 SUBMITTING YOUR OFFER OR MODIFICATION

a) Offers and offer modifications shall be submitted in sealed envelopes or packages.
   1) addressed to the office specified in the solicitation; and
   2) showing the time and date specified for opening, the solicitation number, and the name and address of the bidder.
b) Each offeror must submit the number of copies indicated on the cover page.
c) Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraph 1) a) and b) of this provision when delivered to the office specified in the solicitation.

2.1.15 TAXPAYER IDENTIFICATION NUMBER

a) If offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, offeror shall submit with its offer the name and TIN of common parent.
b) Definitions:
   1) "Common Parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
   2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.
c) If offeror does not have a TIN, offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether
   1) offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
   2) offeror is an agency or instrumentality of a state or local government;
   3) offeror is an agency or instrumentality of a foreign government; or
   4) offeror is an agency or instrumentality of the federal government.

2.1.16 WITHDRAWAL OR CORRECTION OF OFFER

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A proposal may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. The withdrawal and correction of offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

2.2 SPECIAL INSTRUCTIONS

2.2.1 DISCUSSION WITH BIDDERS

After opening, the Procurement Officer, in her/his sole discretion, may initiate discussions with the offeror regarding their bid/proposal.

2.2.2 OPENING PROPOSALS - PRICES NOT DIVULGED

In competitive sealed proposals, prices will not be divulged at the opening.

2.2.3 PROTEST - CPO

Any protest must be submitted in writing to the BCSD Finance Officer (Devon Furr), 3830 Faust Street, Bamberg SC 29003.

3.0 SCOPE OF WORK/SPECIFICATIONS

This Scope of Work (SOW) defines the minimal acceptable performance by the contractor in providing defined custodial services at all proposed BCSD buildings and sites. **Custodial services for the kitchen areas where food is prepared are done by the Owner and are not to be included as part of this SOW. Food Services is responsible for cleaning of the food preparation areas & equipment. Cafeteria areas are the responsibility of the custodial contractor.** The custodial services contractor will be responsible for cleaning and maintaining the custodial closets in a clean and organized fashion. The schedule for cleaning and maintaining these areas will be the responsibility of the custodial contractor. The Owner reserves the right to inspect these areas and can require cleaning and repair when required. The custodial services contractor will not be responsible for cleaning closets primarily used for electrical, mechanical, plumbing, and/or information technology equipment.

3.0.1 PERFORMANCE LOCATION

After award, all services shall be provided to the locations specified by this solicitation in Section 4.0.

3.0.2 FUNCTIONAL DESCRIPTION

The purpose of this RFP is to solicit the services of one or more vendors to provide the full array of custodial services to the schools/facilities of Bamberg County School District.

3.1 Basic Daily (Monday through Friday) Custodial Services to be provided.

3.1.1 **All Building Areas**

3.1.1.1 Vacuum clean the traffic patterns and litter on any carpets (Monday through Friday). Check for spots and stains and remove them with a cleaning agent that is recommended for use with particular floor requiring treatment. Clean up all spills.

3.1.1.2 Dust mop smooth floors (i.e. wood, vinyl, terrazzo). Sweep rough wood/concrete floors. 3.1.1.3 Spot wet mop all floors, excluding carpeted and wood floors Monday through Thursday. 3.1.1.4 Empty all waste receptacles, damp wipe soiled receptacles and clean with an authorized germicidal solution and air-dry. Replace plastic liners when necessary. Remove trash to collection point. 3.1.1.5 Spot clean walls, ledges, and doors (including jamb, window, knob, push plate and kick plate) and ledges. 3.1.1.6 Clean all water fountains with authorized germicidal solution. Allow to air dry.

3.1.1.7 Remove trash from fire extinguisher boxes and other areas.

3.1.1.8 Dust ledges, vents and horizontal surfaces.

3.1.1.9 Remove materials collected in recycling bin to the recycling collection station. Replace plastic liners when necessary. Keep recycled materials separated from common trash.

3.1.1.10 Maintain at least one custodial employee at each school from 7:30 AM until 5:00 PM Monday through Friday. At Bamberg-Ehrhardt Middle School, contractor must maintain at least two custodial employees at each school from 7:30 AM until 5:00 PM Monday through Friday.3.1.2 **Entrances, Lobbies, Hallways and all furniture in such areas.**

3.1.2.1 Interior entrance matting - maintain clean and dry matting with vacuuming and mat rotation. Wet vacuum, wet matting and rotate so that it can air dry. Check and remove stains and spills with authorized cleaner(s). 3.1.3 **Auditoriums, Classrooms, Conference Rooms, Laboratories, Lounges, Media Centers, Offices, and Shop Areas.**

3.1.3.1 Empty pencil sharpeners into waste receptacles.

3.1.3.2 Spot-clean glass in doors, partitions and on the interior side of windows to remove smudges.

3.1.3.3 Spot-clean desktops.

3.1.3.4 Clean sinks, replenish paper towels and soap in all rooms having sinks.

3.1.3.5 Dust electronic displays and wall panels.

3.1.4 **Restrooms and Locker Rooms**

3.1.4.1 Completely police and sanitize all restrooms each day after scheduled activities are completed.

3.1.4.2 Clean plumbing fixtures, soap dispensers, partitions, mirrors, doors and receptacles with an authorized germicidal solution. Remove all graffiti. Allow to air dry.

3.1.4.3 Report faulty plumbing to supervisor.

3.1.4.4 Dust mop locker room floors.

3.1.4.5 Wet mop restroom and locker room shower floors with authorized germicidal solution. Allow to air dry.

3.1.4.6 Replenish paper towels, toilet paper and refill soap dispensers or replace soap bars as needed. 3.1.5 **Cafeterias, and Lunchrooms, and Multi-purpose rooms.**

3.1.5.1 Spot clean, with dry cloth, or cloth with authorized cleaner, all walls, ledges and doors (including jams, windows, knobs, push plates, kick plates and ledges).

3.1.5.2 Wet mop entire hard surface floors.

3.1.5.3 Clean water fountains with authorized germicidal solutions. Allow to air dry.

3.1.5.4 Clean tables and chairs of crumbs, spillage and trash then sanitize with an authorized cleaner after each lunch or other meal session.

3.1.6 **Gymnasiums**

3.1.6.1 Spot clean, (with dry cloth or cloth with authorized cleaner), walls, ledges and doors (including jams, windows, knobs, push plates, and kick plates).

3.1.6.2 Clean water fountains with authorized germicidal solution. Allow to air dry.

3.1.6.3 Spot clean bleachers and under bleachers with a germicidal solution.

3.2 Basic Weekly (Must Be Performed At Least Once During The School Week) Custodial Services to be provided

3.2.1 All Buildings

3.2.1.1 Thoroughly vacuum carpeted areas, moving all furniture, if applicable, and rearranging as needed: High dust (6 feet to 9 feet) horizontal surfaces (ledges and shelves that have been cleared of school material, vents and cabinets); Low dust (floor to 6 feet) horizontal surfaces. Check ceilings for cobwebs and remove. (Include interior and exterior entryways); **Entrances, Lobbies, Hallways and all furniture in such areas;** Thoroughly wet mop tile/terrazzo/rough wood and concrete floors with an authorized mild sanitizing solution; Burnish flooring.

3.2.3 **Auditoriums, Classrooms, Conference Rooms, Laboratories, Lounges, Media Centers, Offices, and Shop Areas**

3.2.3.1 Thoroughly mop smooth flooring surfaces with a mild sanitizing solution.

3.2.4 **Cafeterias, and Lunchrooms, and Multi-purpose Rooms**

3.2.4.1 Burnish flooring.

3.2.5 **Gymnasiums/Stages**

3.2.5.1 Thoroughly machine scrub/mop gym floor with equipment and cleaners/chemicals conducive to floor type.

3.2.6 **Restrooms with epoxy floors**

3.1.8.1 Machine scrub epoxy floors in restrooms

3.1.8.2 Hand scrub epoxy floor areas not accessible by machine. Areas include corners, walls, and against partitions.

3.3 Custodial Project Cleaning - Annual

3.3.1 **All Buildings**

3.3.1.1 Shampoo carpet with authorized shampoo.

3.3.1.2 Finish floors with authorized floor finish.

3.3.1.3 Damp wipe all furniture and all locker exteriors with authorized cleaner.

3.3.1.4 Clean all interior windows with authorized cleaner.

3.3.2 **Power Wash**

3.3.2.1 All entrances to buildings. This shall include the area of concrete and canopy that is used for parental drop off to the front door.

3.3.2.2 All mobile units (portables).

3.4 Semi-Annual Cleaning

3.4.1 Semi-Annual Cleaning of Cafeterias, Entrances, Lobbies, Hallways and Multi-Purpose Rooms 3.4.2 All floor finishing requiring wax treatment shall be waxed during the summer and winter breaks. The custodial superintendent and the District staff shall determine the number of coats required for each floor application.

3.5 Miscellaneous Custodial Responsibilities.

3.5.1 **Building Security and Operating Systems Functionality for all BCSD Buildings** 3.5.1.1 Locking building daily, for the and securing it after each building is cleared following the completion of scheduled functions. (unless otherwise agreed with building Principal / Manager)

3.5.2 **Moving/Transporting - Including, but not limited to Furniture, Seating and other classroom items** 3.5.2.1 Move student and teacher desks, boxes, tables, books and any other item(s) that can be moved by one person using a dolly or by sliding. If lifting is required and the single item weighs or unit of items weigh more than 30 pounds, call the Maintenance Department to schedule the moving of that/those item(s). 3.5.2.2 Make set ups of folding chairs or similar furniture for scheduled meetings and graduations. 3.5.2.3 Assist in receiving and delivering school supplies, furniture and other items to destination locations in each building.

3.5.2.4 Move furniture, chairs, tables, books, and any other item(s) that can be moved by one person using a dolly or by sliding for assemblies, student performances, or any other special events as directed by the District.

3.6 Building Maintenance Support

3.6.1 **Miscellaneous Cleaning**

3.6.1.1 Incidental graffiti removal from the interiors and exteriors of BCSD buildings (as needed).

3.6.1.2 Cleanups after class scheduled activities are completed (daily).

3.6.1.3 After unexpected or seasonal events that are not normally expected such as, but not limited to, removal of snow or ice (as needed).

3.6.2 **Supportive Relationships with Principals and BCSD Executives**

3.6.2.1 Scheduling work around scheduled evening classes.

3.6.2.2 Accommodating reasonable requests by Principals or BCSD Administration.

3.6.3 **Safety Hazards Reporting**

3.6.3.1 It is in the best interest of BCSD that all buildings are safe for occupancy. It is the responsibility of all contractor personnel to promptly report all safety hazards to the principal or a BCSD Administration.

3.7 Addition of Newly Constructed or Other Facilities

The specifications in this RFP will apply to any additional facilities in BCSD that are added to the contractor's responsibilities by contract addendum. Any cost associated with additions to the contract will be negotiated.

3.8 Qualifying Offeror Obligations

Qualifying offerer shall be appropriately licensed and permitted to perform all work included in this RFP, including any special licenses that include, but are not limited to, Commercial Pesticide Applicators Permit and registration with the Department of Agriculture, if required. Copies of all licenses and permits must be submitted with this RFP

4.0 LOCATIONS REQUIRING CUSTODIAL SERVICES

Bamberg Ehrhardt High School—113,882 square feet

267 Red Raider Drive
Bamberg SC 29003

Bamberg Ehrhardt Middle School 57,254
square feet
897 North Street
Bamberg SC 29003

Richard Carroll Elementary School
120,000 square feet
1980 Main Highway
Bamberg SC 29003

Denmark Olar Campus 158,765 square feet
197 Viking Circle
Denmark SC 29042

5.0 AWARD CRITERIA

5.0.1 AWARD CRITERIA - PROPOSALS:

The School District intends to award a contract resulting from this Request for Proposals to the responsive and responsible proposer whose proposal is determined to be the most advantageous to the District. Award may be made to one or to multiple companies, whichever is deemed to be in the best interest of Bamberg County School District.

5.0.2 PROPOSAL EVALUATION

5.0.2.1 Proposals submitted may be reviewed and evaluated by any person at District's discretion, including non-allied and independent consultants retained by District now or in the future.

5.0.2.2 In submitting a proposal, the proposer understands that BCSD will determine at its discretion, or in their best interest which proposal, if any, is accepted. The proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful proposer.

The Selection Committee shall rank the firms. The highest-ranked firm will be provided the initial opportunity to negotiate a mutually agreeable contract with the District in accordance with the parameters of this **RFP** and the proposer's Proposal including its Cost Proposal. Recognizing that the proposers have expertise in the development of a program of services that may be beneficial to developing an actual contractual scope of work for the District upon entering into negotiations, it is understood that the parties may negotiate as to such matters in creating a recommended contract consistent with the general scope of the solicitation.

5.0.3 PROPOSAL WARRANTY

5.0.3.1 The proposer shall represent and warrant that the requirements are fully understood in all matters affecting the performance of the services and furnishing the labor, supplies, material and equipment required to provide these services; that the

proposal has been checked for errors and omissions; that the prices stated are correct and as intended; and that costs stated are a complete and correct statement of prices for performing the work or furnishing the labor, supplies, materials and equipment in accordance with the contract documents.

5.0.4 ACCEPTANCE OR REJECTION OF PROPOSALS

5.0.4.1 The District reserves the right to reject any or all proposals when such rejection is in the best interest of the District; to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the proposal of a proposer who, in the opinion of the District, is not in a position to perform adequately the contract requirements.

5.0.4.2 The District reserves the right to reject any or all proposals, any part or parts of a proposal, waive any technicalities, and award any portion of or the entire contract in a manner that is in the best interest of the District. 5.0.4.3 The District reserves the right to award this bid in total or in part according to the best interests of BCSD. Contractors not willing to accept award of partial bid must so indicate as part of their proposal. 5.0.4.4 It is the intention of Bamberg County School District to enter into exclusive negotiations for the award of a contract to the responsible and responsive proposer(s) based on the evaluation of the firms and the cost proposal submitted. 5.0.4.5 It is understood and agreed that BCSD reserves the right to increase or decrease areas of responsibility or modify conditions and specifications by mutual agreement with the selected contractor(s), both at the time

of acceptance of this proposal *offer* as so modified, and subsequent thereto.

5.0.5 PROPOSAL TERM

The proposal shall be binding upon the proposer in all respects for a period of 90 days from the proposal due date or as otherwise mutually extended in writing by both District and contractor.

5.0.6 NEGOTIATIONS

The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked *Offeror.* If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

5.0.8 UNIT PRICE GOVERS

In determining award, unit prices will govern over extended prices unless otherwise stated.

6.0 TERMS & CONDITIONS

6.1 GENERAL

6.1.1 ASSIGNMENT

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

6.1.2 BANKRUPTCY

a) Notice: In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all BCSD contracts against which final payment has not been made. This obligation remains in *effect* until final payment under this Contract.

b) Termination: This Contract is voidable and subject to immediate termination by BCSD upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

6.1.3 CHOICE OF LAW

The Agreement, any dispute, claim or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

6.1.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

a) Any contract resulting from this solicitation shall consist of the following documents:
1) a Record of Negotiations, if any, executed by the *offeror* and the Procurement Officer,
2) documentation regarding the clarification of an *offer* [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, 3) the solicitation, as amended,
4) modifications, if any, to the *offer,* if accepted by the Procurement Officer,
5) the *offer,*
6) any statement reflecting BCSD's final acceptance (a/k/a "award"), and
7) purchase orders.
These documents shall read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

b) The terms and conditions of documents 1) through 6) above shall apply notwithstanding any additional or different terms and conditions in either:
1) a purchase order or other instrument submitted by BCSD or
2) any invoice or other document submitted by contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

c) No contract, license, or other agreement containing contractual terms and conditions will be signed by BCSD. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

6.1.5 DISCOUNT FOR PROMPT PAYMENT

a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered

to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when federal government offices are closed and government business is not expected to be conducted, payment may be made on the following business day.

6.1.6 DISPUTES

a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in BCSD, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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

6.1.7 EQUAL OPPORTUNITY

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

6.1.8 FALSE CLAIMS

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

6.1.9 **NON-INDEMNIFICATION**

Any term or condition is void to the extent it requires BCSD to indemnify anyone.

6.1.10 NOTICE

a) After award, any notices shall be in writing and shall be deemed duly given
   1) upon actual delivery, if delivery is by hand,
   2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or
   3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to BCSD shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

6.1.11 PAYMENT

a) BCSD shall pay the contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by BCSD.

b) Unless the purchase order specifies another method of payment, payment will be made by check.

c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of

an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

6.1.12 PUBLICITY

Contractor shall not publish any comments or quotes by BCSD employees, or include BCSD56 in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

6.1.13 SETOFF

BCSD shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, BCSD's option to withhold for the purposes of set-off any moneys due to the contractor under this contract up to any amounts due and owing to BCSD with regard to this contract, any other contract with any BCSD department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to BCSD for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6.1.14 SURVIVAL OF OBLIGATIONS

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

6.1.15 TERMINATION DUE TO UNAVAILABILITY OF FUNDS

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

6.1.16 THIRD PARTY BENEFICIARY

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

6.1.17 WAIVER

BCSD does not waive any prior or subsequent breach of the terms of the contract by making payments on the contract, by failing to terminate the contract for lack of performance, or by failing to strictly or promptly insist upon any term of the contract. Only the Procurement Officer has actual authority to waive any of BCSD's rights under this contract. Any waiver must be in writing.

6.2 SPECIAL

6.2.1 COMPLIANCE WITH LAWS

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

6.2.2 CONTRACT LIMITATIONS

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

6.2.3 CONTRACTOR'S LIABILITY INSURANCE

a) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
   1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
   2) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
   3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
   4) claims for damages insured by usual personal injury liability coverage;
   5) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
   6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
   7) claims for bodily injury or property damage arising out of completed operations; and claims involving contractual liability insurance applicable to the contractor's obligations under the provision entitled Indemnification - Third Party Claims.

b) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:
   1) Premises - Operations,
   2) Independent Contractor's Protective,
   3) Products and Completed Operations,
   4) Personal and Advertising Injury,
   5) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification - Third Party Claims,
   6) Broad Form Property Damage including Completed Operations, and
   7) Owned, Non-owned and Hired Motor Vehicles.

c) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

General Liability:
- $1,000,000 Each Occurrence
- $ 50,000 Fire
- $1,000,000 General Aggregate
- $1,000,000 Products - Completed Operations

Automobile Liability
- $1,000,000 Combined Single Limit

Workers' Compensation:
- Statutory

d) Required Documentation

1) Prior to commencement of the work, contractor shall provide to BCSD a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.

2) Prior to commencement of the work, contractor shall provide to BCSD a written endorsement to the contractor's general liability insurance policy that
i) names Bamberg County School District (as identified on the Cover Page) as an additional insured, ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have *effect* unless BCSD has been given at least thirty (30) days prior written notice, and
iii) provides that the contractor's liability insurance policy shall be primary, with any liability insurance of BCSD as secondary and noncontributory.

3) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

e) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

f) BCSD's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

6.2.4 CONTRACTOR PERSONNEL

The contractor shall enforce strict discipline and good order among the contractor's employees and other persons carrying out the contract. The contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.2.5 CONTRACTOR'S OBLIGATION - GENERAL

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

6.2.6 DEFAULT - SHORT FORM

BCSD may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide BCSD, upon request, with adequate assurances of future performance. In the event of termination for cause, BCSD shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to BCSD for any and all rights and remedies provided by law. If it is determined that BCSD improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

6.2.7 INDEMNIFICATION -THIRD PARTY CLAIMS

a) Notwithstanding any limitation in this agreement, contractor shall defend and indemnify BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim.

b) BCSD shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel.

c) BCSD shall allow contractor to settle such suit or claim so long as

1) all settlement payments are made by (and any deferred settlement payments are the sole liability of)

contractor, and

2) the settlement imposes no non-monetary obligation upon BCSD.

d) BCSD shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor.

e) BCSD shall reasonably cooperate with contractor's defense of such suit or claim. The obligations of this clause shall survive termination of the parties' agreement.

6.2.8 LICENSES AND PERMITS

During the term of the contract, the contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by BCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

6.2.9 NEPOTISM POLICY

The contractor shall immediately report to the Finance Officer any current or pending employment of an immediate family member of the BCSD Superintendent, Executive Leadership Team, or School Principals.

6.2.10 OFFEROR'S RELATIONSHIP WITH BCSD

Bidders and/or subcontractors shall not employ individuals to be present on any BCSD property who are under investigation for, have been charged with, or convicted of, any crimes against children or any drug related crimes. Individuals, who are under investigation for, have been charged with sex offenses, or convicted as a sex offender shall not be employed for work on any BCSD property at any time. Bidders and/or subcontractors who have employees that are being investigated, or who are charged with or convicted of such crimes during the period of performance of an existing contract shall report the occurrence to the BCSD's Project Manager or the Procurement Department immediately. Failure to follow these requirements shall result in the immediate termination, without penalty to BCSD, of any contract/agreement/award which may exist between BCSD and the bidder or subcontractor.

6.2.11 MATERIAL AND WORKMANSHIP

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended.

6.2.12 PRICE ADJUSTMENTS

a) Method of Adjustment: Any adjustment in the contract price made pursuant to a clause in this RFP shall be consistent with this RFP and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the contractor (including profit, if otherwise allowed):

1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

2) by unit prices specified in the contract or subsequently agreed upon;

3) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the contract; or subsequently agreed upon;

4) in such other manner as the parties may mutually agree; or,

5) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

b) Submission of Price or Cost Data: Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

c) The increase in compensation herein, if any, shall be based on the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index (CPI) for the South Urban Region under "All Items" for the month of September from year to year. There will be no decrease in compensation even if the CPI is negative for September year over year. The maximum Rate increase factor shall be no more than three (3%) percent in any year of this Contract in which the CPI shows an increase even if that increase is more than three (3%).

6.2.13 TERM OF CONTRACT- EFFECTIVE DATE/ INITIAL CONTRACT PERIOD

The effective date of this contract is the first day of the Maximum Contract Period. The initial term of this agreement is three (3) years from the effective date. With the exception of a voluntary extension subject to BCSD Superintendent's approval, this contract expires no later than the last date stated on the maximum contract period.

6.2.14 TERMINATION FOR CONVENIENCE-SHORT FORM5

a) The Procurement Officer may terminate this contract in whole or in part, for the convenience of BCSD.

b) Upon such termination, the contractor shall

1) stop work to the extent specified,

2) terminate any Subcontracts as they relate to the terminated work, and

3) be paid the following amounts without duplication, subject to the other terms of this

contract:

i. contract prices for supplies or services accepted under the contract,

ii. costs incurred in performing the terminated portion of the work, and

iii. any other reasonable costs that the Contractor can demonstrate to the satisfaction of BCSD, using its standard record keeping system, have resulted from the termination.

c) The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

d) As a condition of payment, contractor shall submit within three (3) months of the effective date of the termination a claim specifying the amounts due because of the termination.

The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of BCSD beyond what it would have been had the subcontract contained such a clause.

EXHIBIT A: Bid Cost Form—Custodial Services District-Wide

Please show pricing on an annual, monthly, and per square foot basis. List hourly rates for emergency situations and work not included in the original contract price.

Requested Pricing	**Bid Cost**
Annual Cleaning Cost	$
Monthly Cleaning Cost	$
Per Square Foot Cleaning Cost	$
Total Annual Contract Bid	**$**

Requested Pricing-Extra Billable Items	**Bid Cost**
Hourly Rates for Emergency Situations	$
Hourly Rates for Unspecified Work (not in contract)	$
Hourly Rates for Special Events	$
Hourly Rates for Athletic Fields Bathrooms	$
Deep Clean Prior to 6/30/2026 *(Includes floor stripping and waxing)*	$

Bidder/Company Name (Please print): _____

Signature of Authorized Representative: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310–Iran Divestment Act.

EXHIBIT B: SCHOOL SITE STAFFING

The contractor must supply a list of the custodial hours for each school by position. Bamberg County School District will provide daytime, district-employed custodians at each school. The offeror will provide one daytime Account Manager, one nighttime assistant manager, a supervisor at each school, and an agreed-upon number of full-time custodians at each school. Please complete and include a separate form for each school:

School/Site: _____

Daily:

# of Employees (FTE)	**Position**	**Day Hours**	**Night Hours**

Total Hours for School/Site:

EVALUATION CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal which does not meet the essential requirements of the district will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer to concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

A committee of three district personnel appointed by the district Superintendent, will review all responsive proposals received by the indicated deadline using the below criteria:

Point Evaluation Values:

CRITERION	POINT VALUE
Experience and Capabilities	
a. Experience	5
b. Capabilities	5
Project Manager and Project Personnel	
a. Business Summary-Project Manager, Staff, other Parties	5
b. Business References	5
Response to Scope of Work Requirements	
a. Training Program	5
b. Staffing	5
c. Quality Control	5
d. Equipment	5
e. Supplies and Chemicals	5
f. Statement of the Responsibilities of the Contractor and the District	5
Transition Plan	
1. Review of District Policies and Procedures	5
2. Plan to incorporate fair consideration of retaining current qualified and experienced custodial employees with comparable hours, compensation, and benefits. A breakdown of proposed employee benefits is required	5
3. Recruitment of Key Staff	5
4. Review of Existing Facilities	5
Board Presentation	
a. Transition Plan	10
Price-Value	20
Total:	