

Metropolitan School District of Lawrence Township, Marion County, Indiana



Request for Proposals for Custodial Services

Dated: March 20, 2026

GENERAL INSTRUCTIONS

The Board of Education of the Metropolitan School District of Lawrence Township, Marion County, Indiana (the “School District”), is hereby issuing this Request for Proposals for Custodial Services, dated March 20, 2026 (the “RFP”), for the purpose of receiving proposals from interested entities or organizations which wish to provide custodial services, as hereinafter defined and described as the Services, at all of the buildings operated by the School District, in accordance with the terms and conditions set forth in this RFP and the Custodial Services Agreement attached hereto as **Attachment C** (the “Agreement”). This will include labor to provide cleaning, direct supervision, and indirect administration cost (book keeping, payroll, human resources, worker’s compensation, health insurance and substitute pay). The School District is an Indiana public school corporation encompassing 48 square miles in and around Indianapolis, Indiana. The School District utilizes educational and support buildings on 19 sites and has a student enrollment of approximately 16,100. The School District operates approximately 3,256,483 square feet and maintains approximately 485 acres of grounds.

The School District anticipates that subsequent to receiving and evaluating all of the responses to this RFP received by the School District, the School District will determine which responses are in compliance with the terms and conditions set forth herein, will determine which respondent provides the response which is most beneficial to the School District (the “Successful Respondent”) and assuming agreeing to terms which are mutually acceptable to the Successful Respondent and the School District, will enter into an Agreement, all of the terms and conditions of which are incorporated into this RFP by reference. To the extent any provision of this RFP conflict with any of the terms and provisions of the Agreement, the terms and provisions of the Agreement shall govern.

Contact person for the School District is:

Dr. Grant Nesbit

Chief of Operations

MSD of Lawrence Township

5720 Wheeler Road

Indianapolis, IN 46216

Telephone: (317) 423-7575

E-mail: grantnesbit@msdlt.k12.in.us

Prospective respondents requesting more information should direct their questions to the person named above. **CONTACT BY PROSPECTIVE RESPONDENTS REGARDING ANY MATTERS SET FORTH IN THIS RFP IS LIMITED TO DR. NESBIT. PROSPECTIVE RESPONDENTS MAKING DIRECT OR INDIRECT CONTACT WITH ANY OTHER EMPLOYEE OR BOARD MEMBER OF THE SCHOOL DISTRICT RISK DISQUALIFICATION IN THIS PROCESS.**

Any person or entity interested in being considered by the School District must submit one bound, hard copy and one searchable electronic copy on a disk or thumb drive of such respondent’s response in a sealed envelope marked “Proposal for Custodial Services—Do Not Open” to Dr. Nesbit’s attention at the address set forth above no later than 2:00 p.m. (Applicable Eastern Time), on April 16, 2026. Any response which Dr. Nesbit in his sole and complete discretion believes to be received after this deadline may be returned to the respondent without consideration by the School District. If responses are mailed, the post office becomes the agent of the respondent and

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

not that of the School District. DO NOT FAX RESPONSES OR SEND RESPONSES BY ELECTRONIC MAIL. FACSIMILE RESPONSES OR RESPONSES RECEIVED VIA EMAIL ARE NOT ACCEPTED AND WILL BE RETURNED TO THE RESPONDENT WITHOUT CONSIDERATION BY THE SCHOOL DISTRICT.

The School District reserves the right to:

- Accept or reject any or all documents or parts submitted by any respondent, to waive any technicalities or irregularities in any response or the selection process and reserves the right to request future proposals at its discretion;
 - Contact any, all, or none of the selected respondents for clarification and/or modification of their response;
 - Select or reject any of the alternatives as may be submitted by any of the respondents, and to give added consideration to special or unusual features that may be included in the respondent's response;
 - Negotiate any and all final terms of the Agreement with the applicable Successful Respondent; and
 - Postpone or cancel award or execution of the Agreement for any reason or no reason at all prior to execution by both parties of the Agreement.
1. The School District will only evaluate proposals meeting the guidelines and requirements as specified in this RFP.
 2. To assist in the proposal process, prospective respondents are invited and encouraged to attend school site visits that are scheduled for Tuesday, April 7, 2026, starting at 9:00 a.m. (Applicable Eastern Time). We will begin at Lawrence Education Community Center located at 5720 Wheeler Road, Indianapolis, Indiana, and then tour a sample of the buildings operated by the School District. Only two individuals for each prospective respondent may participate in the school site visits.

Contact Dr. Grant Nesbit, Chief of Operations, at least seven (7) days prior to the school site visit if you wish to attend and provide the name(s) of the individual(s) who will be attending on behalf of the respondent.

3. Any and all questions must be submitted via email to the following address: grantnesbit@msdlt.k12.in.us. Questions and answers will be documented and updated regularly and sent via email to all prospective respondents that have requested this RFP from Dr. Nesbit.

All questions must be submitted by April 10, 2026, at 5:00 p.m. (Applicable Eastern Time). Questions submitted after this deadline will not be answered unless determined to be in the best interest of the School District (at the discretion of the School District).

Attempts to submit questions via phone or personal contact are not appropriate and will not be answered. Purposeful violation of this condition may be cause for proposal rejection.

4. Award of an Agreement to the Successful Respondent will be based on a number of factors and selection criteria that include, but are not limited to, the following:
 - Price
 - Relevant experience

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

- Strength and experience of management infrastructure
 - Stability and retention rate of respondent's custodial workforce
 - Commitment to promote teamwork, employee advancement and training opportunities
 - References
 - Commitment to education and community
 - Financial stability
 - Other pertinent information that demonstrates respondent's capability to successfully perform services
5. Respondents should be prepared to make a presentation to a committee at the School District after submittal of a proposal. The School District reserves the right to conduct discussions with, and best and final offers obtained from, respondents who submit proposals determined by the School District to be reasonably susceptible of being selected for award.
6. A qualified proposal must be formatted in major sections in the following order:
- Company overview
 - Strength and experience of management infrastructure
 - Stability and retention rate of custodial workforce
 - Description of what opportunity, if any, there would be for the School District's displaced workers to interview for open positions
 - Schedule of current hourly wages paid to each class or workers together with a list of all other benefits provided (all of which will be designated as proprietary and confidential financial information of each respondent)
 - Process used for pre-employment screening of new employees
 - Teamwork approach, employee advancement opportunities and training programs
 - Custodial technologies
 - References, including additional list of past and current customers similar in size to the School District
 - Information that demonstrates commitment to education and community
 - Financial Statement (most recent)
 - Statement of your Equal Employment Opportunity Policy
 - Other pertinent information that demonstrates respondent's capability to successfully perform services
 - Alternative methods for meeting the service requirements of this RFP (**optional**)
 - Cost Proposal(s)
 - Required modifications to the Agreement, if any (each respondent will be deemed to accept all of the terms and conditions set forth in the Agreement as attached to this RFP except to the extent a respondent expressly includes in its proposal any modifications to the Agreement)
7. A qualified proposal must be accompanied by a signed and notarized non-collusion affidavit. The affidavit is enclosed with this packet (**Attachment B**). Photocopied, faxed, or emailed copies of the non-collusion affidavit will not be accepted; only the original is acceptable.
8. The Successful Respondent will be required to provide a Performance Bond equal to one hundred percent (100%) of the first year cost of the Agreement between the School District

**REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES**

and the Successful Respondent, which will be available to pay the School District for any losses suffered by the School District in connection with any breach of any of the Successful Respondent's obligations under the Agreement, including, but not limited to, all costs incurred by the School District to have its own staff or any other third party perform any of the Services that the Successful Respondent fails to perform to the satisfaction of the School District and to pay all fines imposed against the Successful Respondent which the Successful Respondent fails to pay in accordance with the terms and conditions of the Agreement.

9. It is currently anticipated that the review by the School District of all qualified responses received will be reviewed on either April 17, 2026, or April 20, 2026, and, if necessary, interviews by the School District of one or more of the respondents, will occur on April 21, 2026.
10. It is currently anticipated that the Board of Education of the School District will consider the recommendation of the Administration of the School District regarding the Successful Respondent at its meeting to be held on April 27, 2026.

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

I. TERMS AND CONDITIONS

Experience

The Successful Respondent must have at least 3-years' experience in providing commercial custodial services. A list of past and current customers must be submitted with the proposal.

Performance Bond

It is currently anticipated that the School District will require the Successful Respondent to provide a Performance Bond equal to fifty percent (50%) of the first year cost of the Agreement between the School District and the Successful Respondent, which will be available to pay the School District for any losses suffered by the School District in connection with any breach of any of the Successful Respondent's obligations under the Agreement, including, but not limited to, all costs incurred by the School District to have its own staff or any other third party perform any of the Services that the Successful Respondent fails to perform to the satisfaction of the School District and to pay all fines imposed against the Successful Respondent which the Successful Respondent fails to pay in accordance with the terms and conditions of the Agreement. **Prospective respondents must include in the Cost Proposal Sheet submitted as a part of such respondent's response the Total Cost for Year 1 (a) the cost if such Performance Bond is required by the School District, and (b) the cost if such Performance Bond is not required by the School District.**

Insurance

The Successful Respondent shall purchase from, and maintain with, a company or companies, lawfully authorized to do business in the State of Indiana, insurance in the amounts and the categories set forth in Schedule IV of the Agreement. In addition, the Successful Respondent shall agree to the other terms and conditions set forth in Section 7 of the Agreement.

The School District Equipment

Contracted employees of the Successful Respondent are not allowed to use office or classroom equipment owned by the School District. This includes, but is not limited to, computers, copiers, fax machines, cameras, personal items at desks, and telephones (except telephones may be used in case of emergency). If any contracted employee of a Successful Respondent is found to be using any of this equipment or other supplies, the Successful Respondent will immediately remove such employee from the building and will no longer use such employee for any of the Services provided by the Successful Respondent to the School District. Violation of this term will be grounds for the School District to terminate the Agreement with the Successful Respondent.

Cleaning Equipment and Supplies

At the commencement of the Agreement, (a) the Successful Respondent will provide the School District with a list of all cleaning tools and equipment which are currently located at each of the facilities identified in the Agreement with the Successful Respondent (collectively, the "Transferred Equipment"), and whether the condition of each piece of Transferred Equipment is new, good, fair or poor, which condition will be mutually satisfactory to the School District, (b) the School District will transfer all title to the Transferred Equipment to the Successful Respondent as payment in part for the Services during the term of the Agreement, and (c) the Successful

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

Respondent will accept title to such Transferred Equipment. Unless the Agreement is terminated by the School District for Cause (as defined in the Agreement), the Successful Respondent will retain title to such Transferred Equipment during and after the term of the Agreement. In addition, at the commencement of the Agreement, the Successful Respondent will provide the School District with a schedule for replacement of all of such Transferred Equipment, which schedule must be mutually satisfactory to the School District. Title to any replacement equipment will be retained by the Successful Respondent. The Successful Respondent shall be responsible for maintaining all equipment, including, but not limited to, the Transferred Equipment, consistent with the Successful Respondent's practices to ensure its proper operation and preserve its expected life cycle. Furthermore, the Successful Respondent will be responsible to ensure that its employees use the Transferred Equipment and cleaning supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state, and federal regulations and will have a person on each shift at each of the Facilities, who has sufficient knowledge to safely operate all equipment located at such Facility. Finally, the Successful Respondent will provide all cleaning supplies, tools and equipment, which is in addition to the Transferred Equipment, at each such Facility necessary to perform the Services.

Damage by Successful Respondent

The Successful Respondent will be responsible for any damage caused by any of the employees of the Successful Respondent to any of the School District's buildings, grounds, or equipment while employees of the Successful Respondent are providing any of the Services. Damage will be assessed and repaired by the School District or outside contractors at the discretion of the Chief of Operations. The Successful Respondent will pay for the total cost of material and labor involved to repair the damage, plus an administrative fee if applicable (as determined by the School District).

II. RFP SPECIFICATIONS

Staffing & Schedule

The hierarchy of contract administration will be as follows:

1. The School District's Chief of Operations will define the scope of the work for the custodians' and Successful Respondents' duties.
2. The School District's Chief of Operations (or his/her designees) will serve as the day-to-day liaison between the Successful Respondent's employees and the School District. The Chief of Operations (or his/her designees) will have the flexibility to direct crews on both shifts to assist with the daily needs of each Facility.
3. The Successful Respondent will designate a person who will serve as the School District's primary contact and primary supervisor for the Successful Respondent's employees (the "Contract Supervisor"). The Contract Supervisor will be available every day by phone, including weekends for assistance. He/she will coordinate with both the School District's Chief of Operations and the building designee (if any) as necessary.
4. Complaints will be handled through the School District's Office of Operations. All complaints will be addressed the same day. Complaints will be called into the School District's Chief of Operations (or his/her designees) or provided cell phone numbers.
5. The Successful Respondent will be responsible for staffing all custodial operations. A checklist of all responsibilities is provided in Schedule I of **Attachment C** to this RFP.

**REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES**

Buildings

High Schools	Approximate Square Footage	Approximate Hard Surface %/Carpet %
Lawrence Central	579,853	60/40
Lawrence North	565,319	80/20
McKenzie Career Center	159,734	90/10
Middle Schools		
Belzer	240,147	70/30
Fall Creek Valley	243,297	40/60
Craig Academy	246,000	80/20
Other Buildings		
Transportation Center	49,492	70/30
Education and Community Center	46,000	50/50
Elementary Schools		
Amy Beverland	82,526	70/30
Brook Park	92,324	70/30
Crestview	87,291	70/30
Forest Glen	107,534	70/30
Harrison Hill	84,594	40/60
Indian Creek	77,074	70/30
Mary E. Castle	86,624	50/50
Oaklondon	75,699	20/80
Skiles Test	81,685	60/40
Sunnyside	84,000	50/50
Winding Ridge	88,123	30/70
Early Learning Centers (4)	179,167	60/40

NOTE: Amy Beverland, Brook Park, Mary Castle, and Winding Ridge include the Early Learning Centers

Calendar

The cleaning operation will take place Monday through Friday except for scheduled non-emergency closing days. Those days currently are:

- New Year's Day (closed one business day)
- Martin Luther King Jr. Day (closed one business day)
- President's Day (closed one business day; observed as additional holiday only when Good Friday occurs during Spring Break)
- Memorial Day (closed one business day)

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

- Independence Day (closed one business day)
- Labor Day (closed one business day)
- Thanksgiving (closed one business day)
- Friday after Thanksgiving (closed one business day)
- Day Prior to Christmas Day (closed one business day)
- Christmas Day (closed one business day)
- Day Prior to New Year's Day (closed one business day)
- New Year's Day (closed one business day)

During the following periods, regular cleaning will be required, however, the School District may also request that the Successful Respondent assist in special projects during these times.

- Winter vacation (2 weeks) excluding Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day
- Spring break (1 week)
- Fall break (1 week)

Monthly schedules for the Facilities will be provided to the Successful Respondent no later than the first school day of each month (see example monthly schedule in **Attachment E**).

On the Cost Proposal Sheet (**Attachment A**), a qualified proposal must include a unit cost per man hour rate if additional services are required during these days.

Summer

Once school is in summer recess, cleaning operations are generally performed between the hours of 6:00 a.m. until 7:00 p.m. (local time), except as otherwise approved by the Chief of Operations. Except as otherwise agreed to by the School District's Chief of Operations, one employee of the Successful Respondent will work a normal second shift during the summer recess. The dates of summer recess in 2026 are May 28 through August 5, subject to change at the sole and complete discretion of the School District. The summer recess work differs from the work performed during the regular school year. The School District does hold some summer learning, but each classroom is vacated for at least a period of time of all equipment and materials and a full cleaning of the space occurs, including scrub and re-coated, as needed for the vinyl composition floor tile and shampooing of all carpet.

School Cancellations and Closures

If a full school day is cancelled due to weather or other natural causes, Services will still be required and the employees of the Successful Respondent must still report to work at the applicable building unless otherwise determined by the School District's Chief of Operations. Any employee of the Successful Respondent that fails to arrive for work will result in the School District receiving a credit from the Successful Respondent. A qualified proposal must include a unit cost per day cleaning credit. In the event that a Facility is closed, or is expected to be closed, for more than three (3) consecutive weeks, the School District may notify the Successful Respondent via phone, in person and/or by electronic mail that all or a portion of the Services are not needed during such period of time.

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

Special Projects

Some additional or extra work time might be required. A qualified proposal must include a unit cost per man hour rate on the Cost Proposal Sheet (**Attachment A**) if additional services are required.

Building Use after School Hours

There are often student activities occurring in the School District's buildings daily. In addition, certain groups and organizations use the School District's buildings after normal school hours. Coordination with the Office of Operations is required to maintain building security and handle any issues that may come up with groups or organizations using the School District's buildings. The School District will be responsible for renting out our facilities and processing payments for use.

Cost Proposal

Proposals must include a cost to provide the Services for three (3) years. Use the Cost Proposal Sheet (**Attachment A**) to provide all required cost information.

Proposals must include labor, direct supervision, and indirect administration costs (book keeping, payroll, human resources, worker's compensation, health insurance and substitute pay).

III. SUCCESSFUL RESPONDENT'S RESPONSIBILITY

Hiring

A qualified proposal must include the process used by the respondent for pre-employment screening of applicants before hiring. A qualified proposal must include information on the source(s) used to administer the screening process.

The Successful Respondent will be required to provide the criminal background screening and drug testing set forth Section 3.9 of the Agreement.

A qualified proposal must include an overview of the respondent's methods for promoting teamwork and providing employee advancement opportunities.

A qualified proposal must include a statement of the respondent's Equal Employment Opportunity Policy.

Training

As previously stated in this RFP, the Successful Respondent will be responsible for training of its employees providing the Services in accordance with the terms and conditions set for in the Agreement.

Supplies

As previously stated in this RFP, the Successful Respondent will be responsible for providing its own cleaning chemicals, supplies, cleaning equipment, and tools needed to perform the Services. In addition, the Successful Respondent must provide and keep stocked all of the paper products in all restrooms and locker rooms, including, but not necessarily limited to, paper towels, sanitary napkins and toilet paper, all of the hand soap in the restrooms and locker rooms and the trash can

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

liners for all trash cans located inside or outside of the facilities identified in the Agreement between the School District and the Successful Respondent.

The Successful Respondent must provide a complete listing of any chemical products to be used in any of the School District's buildings. These products must be approved by the School District before use.

Substitutes

The Successful Respondent is responsible for scheduling and providing substitute employees in the event the assigned employee is unable to perform their duties for any reason.

Inspection

The Successful Respondent is responsible for quality assurance inspections of all areas of responsibility, and to provide documentation of the inspections to the School District's Chief of Operations on a monthly basis. If it is observed or reported that Services have not been performed adequately, the Successful Respondent will be notified and the occurrence will be documented. If the problem is not immediately corrected and/or becomes a continuous occurrence, the School District will impose liquidated damages as set forth in the Agreement and/or terminate the Agreement.

Storage

Storage spaces provided within the buildings for cleaning equipment, chemicals and supplies will be kept clean and organized at all times. Doors to these areas must be kept closed and locked when students are present in the building.

Uniforms

While providing any of the Services, each employee of the Successful Respondent providing any of the Services shall wear a uniform shirt or vest with the Successful Respondent's name on it along with his/her picture School District ID badge. The School District is the source of the ID badges but the Successful Respondent must pay the School District the cost of \$10.00 per badge. Once an employee is terminated, the ID badge must be returned to the School District. Long pants and proper footwear shall be worn when performing work within the buildings. Shorts may be allowed during summer recess as approved by the School District's Chief of Operations.

Keys and Access Cards

While providing any of the Services, each employee of the Successful Respondent providing any of the Services must retain an access card. Within forty-eight (48) hours of an employee no longer working at any of the buildings for the Successful Respondent, the Successful Respondent must return such employee's access card to the School District's Chief of Operations. The Successful Respondent will be charged Ten Dollars (\$10.00) for each failure to return one or more access cards within this forty-eight (48) hour period or for the replacement of each lost, damaged or destroyed access card. At the beginning of each shift, each employee of the Successful Respondent providing any of the Services will be provided a set of master keys for such building. All set of master keys must be returned by all of the employees on each shift to the designated place in such building at the end of such shift. The Successful Respondent will be charged Five Hundred Dollars (\$500.00) for each failure to return one or more set of master keys by the end of such shift.

REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES

Coordination of Work

A weekly coordination of work schedule and school activities must occur between the Successful Respondent and the School District's Chief of Operations. Timing of implementation of the Services is June 1, 2026.

Failure to Perform

The School District and the Successful Respondent shall have the rights granted in Sections 2.3 and 2.4 of the Agreement with respect to any breach of any provision of the Agreement.

IV. CLEANING SERVICES

The Successful Respondent shall perform the duties and provide the services as set forth on Schedule I of the Agreement, which is attached hereto as **Attachment C**, in the frequency and time periods set forth in such Schedule I of the Agreement at the facilities identified in the Agreement between the School District and the Successful Respondent (collectively, the "Services").

**REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES**

Attachment A

COST PROPOSAL SHEET

	Year 1	Year 2	Year 3
Annual Total Cost of all Buildings	\$ ____ with Performance Bond \$ ____ without Performance Bond		
Unit Cost per hour for any additional work requested			
Deduct Unit Cost per day for total cleaning effort if school is cancelled			
[add additional item as needed]			
[add additional item as needed]			
[add additional item as needed]			

Company Name

Phone

Primary Contact

Primary Contact Phone

Signed

Date

Printed Name

**REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES**

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
_____COUNTY)

Attachment B

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Offeror (Firm)

Signature of Offeror or Agent

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

County of Residence: _____

Source: IC 5-22-16-6

**REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES**

Attachment C

CUSTODIAL SERVICES AGREEMENT

CUSTODIAL SERVICES AGREEMENT

THIS CUSTODIAL SERVICES AGREEMENT dated this ____ day of _____, 2026 (the “Agreement” or this “Agreement”), is by and between _____ (“Contractor”), and the **Metropolitan School District of Lawrence Township, Marion County, Indiana** (the “School District”)(each of Contractor and the School District, a “Party,” and, collectively, the “Parties”).

RECITALS:

WHEREAS, the School District wishes to retain Contractor to provide, and Contractor wishes to provide, certain custodial and related services attached hereto as Schedule I (collectively, the “Services”) at all of the premises and facilities as set forth on Schedule II attached hereto (collectively, the “Facilities”) in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the Parties to be satisfactory and adequate, Contractor and the School District agree as follows.

Section 1. Purpose of the Agreement

1.1. Appointment of Contractor. The School District hereby retains Contractor and grants to Contractor the exclusive right to provide and manage the provision of the Services at the Facilities/Premises for the term set forth in this Agreement.

1.2. General Purpose. Contractor will be responsible for all of the Services at the Facilities/Premises, as more particularly described herein.

1.3. Independent Contractor. Contractor will act as an independent contractor in the performance of its duties under this Agreement and shall retain control over its employees and agents. Under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. Contractor shall be free to perform services, including, but not limited to, the Services, for any other school corporation, company or organization during the term of this Agreement.

Contractor shall be wholly responsible for paying all taxes related to its employees, including, but not limited to, federal and state income taxes, FICA, FUTA, and unemployment taxes to the extent that any or all of the foregoing are applicable. Contractor shall defend, indemnify and hold harmless the School District from and against any claims by any taxing authority, for any taxes, interest or penalties assessed against the School District or Contractor relating to Contractor or its employees or agents, if any.

Contractor shall acquire worker’s compensation insurance for itself, its employees or agents, and shall defend, indemnify and hold harmless the School District from and against any claim for worker’s compensation brought by or on account of Contractor or by any of its employees or agents. Contractor or any of its employees or agents shall not be entitled to participate in any of

the School District's retirement programs or fringe benefits and, unless otherwise agreed to in writing by the School District.

Contractor shall control the manner in which the Services are performed, while the School District shall specify the nature of the Services and the results to be achieved. Contractor is not to be deemed an employee or an agent of the School District, and has no authority to make any binding commitments or obligations on behalf of the School District except as expressly provided herein.

Section 2. Commencement & Termination

2.1. Commencement and Term. The term of this Agreement shall be for three (3) years beginning on June 1, 2026 (the "Initial Commencement Date") and continue until May 31, 2030 (the "Initial Termination Date") (the period from the Initial Commencement Date to the Initial Expiration Date, the "Initial Term"). The term of this Agreement may be extended by mutual written agreement of the Parties for one or more additional consecutive one (1) year terms (each, an "Extension Term") (the Initial Term and all Extension Terms, collectively, the "Term") and on such other terms and conditions mutually acceptable to the Parties. Notwithstanding the foregoing, in order for the Parties to exercise any such extension of the Term, (a) one Party must notify the other Party in writing of such requested extension of the Term at least ninety (90) prior the expiration of the Initial Term or the then current Extension Term, as applicable, unless such written notice is waived by the other Party, (b) upon commencement of the Extension Term, Contractor is not in default under any of the terms and conditions of this Agreement; and (c) this Agreement has not been otherwise terminated (the "Subsequent Expiration Date") (the Initial Expiration Date and all Subsequent Expiration Dates, as applicable, being collectively, the "Expiration Date"). All covenants and agreements of this Agreement applicable to the Initial Term shall apply with like force and effect during each Extension Term.

2.2. [Performance Bond] Upon commencement of this Agreement, Contractor shall obtain a performance bond in the amount of _____ Dollars (\$_____) (the "Performance Bond"), and Contractor shall maintain the Performance Bond until at least May 31, 2027, or a later date as directed by the School District. The Performance Bond will be available to pay the School District for any losses suffered by the School District in connection with any breach of any of Contractor's obligations under this Agreement, including, but not limited to, all costs incurred by the School District to have its own staff or any other third party perform any of the Services that Contractor fails to perform to the satisfaction of the School District and to pay all fines imposed against Contractor which Contractor fails to pay in accordance with the terms and conditions of this Agreement.]

2.3. Breach. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause in writing in the manner and at the address or addresses set forth in Section 9.7 of this Agreement. If the Cause is remedied within thirty (30) days of receipt of notice, the notice shall be void. If such Cause is not remedied within thirty (30) days of receipt of notice, the Party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. In addition, if an identical or substantially similar Cause occurs more than three (3) times within a consecutive six (6) month period, the Party giving notice shall have the right to terminate this Agreement regardless of whether such Cause is

remedied within the above-referenced thirty (30) days. However, neither Party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement when such failure is caused by conditions beyond the Party's control such as fire, explosion, water, act of God, civil disorder or disturbances, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such Party or the damage or destruction of real or personal property.

2.4. Liquidated Provision. The Parties agree that if Contractor fails to perform the Services under this Agreement, the School District will suffer damages that are difficult to measure. If Contractor has breached the terms of this Agreement, and Contractor has not cured the breach, the School District may elect to pursue any available administrative, contract, or legal remedy, and/or to administer the following sanctions: for a first violation, a written reprimand; for all additional violations, a \$100 fee per violation.

Section 3. Employees

3.1. Personnel Obligations. Contractor shall be responsible for its employees on its payroll, including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, health insurance, layoffs, disciplinary action and termination and shall comply with all applicable laws and regulations related thereto. Contractor shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and workers' compensation costs and charges.

3.2. Chief of Operations. The School District's Chief of Operations (the "Chief of Operations") shall serve as the day-to-day liaison between Contractor's employees and the School District.

3.3. Contract Supervisor. Contractor shall at all times during the Term have a person identified to the School District who will serve as the School District's primary contact and primary supervisor for Contractor's employees (the "Contract Supervisor"). Contractor must receive approval by the School District, in the School District's sole and complete discretion, of the person designated as the Contract Supervisor prior to such person commencing serving in such capacity for Contractor. In addition, Contractor shall replace the Contract Supervisor within thirty (30) days of any written notice from the School District requesting the removal or replacement of the person serving as the Contractor Supervisor. Noncompliance of any of the foregoing obligations of Contractor will be considered a breach of this Agreement.

3.4. Equal Opportunity Employer. The School District and Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations.

Contractor shall remain an Equal Opportunity Employer and shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination in Employment Act and such other federal, state or local statutes, ordinances or executive orders as may pertain thereto.

3.5. Compliance With Law. Contractor agrees that it shall comply with all applicable law.

3.6. Staffing. Contractor shall provide sufficient personnel to provide all of the Services within a time period and at a quality level satisfactory to the School District. If the School District provides Contractor written notice that the Services are not being provided within a time period or at a quality level satisfactory to the School District, the Contractor shall provide within thirty (30) days of such written notice additional personnel in an amount which the School District agrees will be sufficient to provide all of the Services within a time period and at a quality level satisfactory to the School District.

3.7. Training. Contractor will establish and conduct management and staff training programs that will insure staff development, proper supervision and consistent quality control in custodian operations. Specific topics shall include proper use of equipment, cleaning procedures, OSHA training, asbestos, proper lifting techniques, use of chemicals, general lawn maintenance and other training required to fulfill the duties of a custodian. Documentation of the training will be provided to the School District on a semi-annual basis. The School District reserves the right to request and receive copies of sign-in sheets.

3.8. Background Checks and Drug Screening. All employees providing any of the Services at any of the Facilities/Premises shall undergo a criminal history/background check prior to commencement of working at any of the Facilities/Premises that meets the requirement of Indiana law for school employees, set forth in Indiana Code Title 20, Article 26, Chapter 5, Section 10, or such successor provision, at the expense of Contractor. Such checks shall include, but are not limited to, local, state and national criminal background checks, as such term is defined in Indiana Code Title 10, Article 13, Chapter 3, Section 12, or such successor provision, and Indiana Sex Offender Registry checks. Copies of such criminal history/background checks for each employee will be provided to the School District's Police Chief prior to the start of the employee's work at a building of the School District. As a matter of strict adherence and agreement between the Parties, no person may be employed by Contractor whose criminal history/background checks yield information pertaining to verbal/mental, physical, or sexual abuse of any kind, or dealing in a controlled substance at any time in any jurisdiction, local or otherwise.

Contractor shall also conduct a drug screen on each of its employees to determine if they have used illegal drugs in accordance with applicable local, state and federal laws. Copies of such drug screens for each employee will be provided to the School District's Police Chief prior to the start of the employee's work at a building of the School District. As a matter of strict adherence and agreement between the Parties, no person may be employed by Contractor who tests positive for the use of illegal drugs.

3.9. Compliance with E-Verify. Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (the "Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, Contractor must execute an affidavit in form and substance similar to the document set forth on Schedule V attached to this Agreement which affirms that Contractor does not knowingly employ an unauthorized alien and confirms

Contractor's enrollment in the Program, unless the Program no longer exists. Contractor must file such executed affidavit with the School District prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to the School District.

3.10. Employee Expectations. All employees are to present themselves in an appropriate manner and attire consistent with the School District's policies and administrative guidelines. All of Contractor's employees assigned to the School District must meet the following requirements:

- At least 18 years of age.
- No cell phone use during work hours.
- Fraternalization with students and staff are prohibited.
- Firearms and knives on school property are prohibited.
- U.S. citizen or authorized to work in the U.S.
- Able to use courteous language.
- Able to inspect, see, and report maintenance needs to the Chief of Operations and/or the building principal.
- Able to interact positively and appropriately with students, School District employees and the public.
- Able to productively work with minimal supervision.
- Competent and well trained in the area of work assigned.
- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of; using, distributing, or dispensing of any controlled substance, including alcohol, while on school grounds.
- Tobacco free when arriving for and while on duty.
- Punctual.
- Well groomed and in uniform.
- Able to work at the Facilities/Premises without creating any disruption to the normal operations there and without creating disharmony among the School District's employees.
- Except for the cleaning tools and equipment and cleaning supplies as described in Section 5.2 of this Agreement, not use any other equipment or supplies of the School District including, but not limited to, computers, copiers, fax machines, cameras, personal items at desks, and telephones (except telephones may be used in case of emergency).
- Not remove any equipment or property belonging to the School District or any employee or student of the School District, except as expressly permitted by the Chief of Operations.
- Return all sets of master keys at the end of each shift to the building area designated by the Chief of Operations.

3.11. Cooperation with the School District. Contractor's employees shall work at the Facilities/Premises cooperatively with the School District's employees without disrupting the normal operations of the School District's employees, students or other third parties.

3.12. Attendance Logs. Contractor shall maintain attendance records which indicate when its employees “log in” at the beginning of their shift and “log out” at the end of their shift each day at a designated location. This requirement is to enable the School District staff to determine which of Contractor’s staff is in each school building at any given time and to provide Contractor with back-up of the hours worked by Contractor’s employees at each of the Facilities/Premises. The School District reserves the right to request in writing access to attendance logs of contracted custodial employees.

3.13. Substitutes. Contractor is responsible for scheduling and providing substitute employees in the event the assigned employee is unable to perform his/her duties for any reason. Substitutes are required to comply with the expectations set forth in this Agreement.

3.14. Uniforms. All Contractor’s employees shall be required to wear a uniform shirt or vest with Contractor’s name on it along with his/her School District picture ID badge. Long pants and proper footwear shall be worn when performing work within the buildings. Shorts may be allowed during summer recess as approved by the School District. The School District may provide Contractor with written notice that it requires Contractor’s employees to wear personal protective equipment, commonly referred to as “PPE”, and Contractor shall provide such PPE at Contractor’s sole expense.

3.15. Master Keys and Access Cards. All Contractor’s employees shall be issued an access card by the School District. Within forty-eight (48) hours of a Contractor’s employee is terminated by Contractor, otherwise ends his/her employee relationship with such Contractor or Contractor determines such employee will no longer be providing any of the Services at the Facilities/Premises, Contractor must return such employee’s access card to the Chief of Operations. Contractor agrees to pay the School District Ten Dollars (\$10.00) for each breach of this obligation or for the replacement of each lost, damaged or destroyed access card. At the beginning of each shift, all Contractor’s employees shall be provided a set of master keys for the Facility/Premises in which such employee is providing any of the Services. At the end of each shift, Contractor’s employees shall return all sets of master keys issued to the location in such Facility/Premises designated by the Chief of Operations. Contractor agrees to pay the School District Five Hundred Dollars (\$500.00) for each set of master keys that are discovered to be missing by the School District and Contractor fails to return such set of master keys to the Chief of Operations within twenty-four hours after the Chief of Operations notifies Contractor that such set of master keys were not returned as required by this Section 3.15.

3.16. Visitors. No visitors, spouses or children of Contractor’s employees will be allowed at the work site during working hours unless they are bona fide employees of Contractor or they receive prior approval from the School District.

3.17. Regulations. Contractor shall instruct its employees to abide by the published policies, rules, and regulations with respect to its use of the School District’s premises as established by the School District from time to time and which are furnished in writing to Contractor.

3.18. Removal of Employee. The School District may provide Contractor with written notice that it requires the removal of an employee of Contractor if such employee conducts

himself/herself in a manner which the Chief of Operations believes is detrimental to the physical, mental or moral well-being of students, employees, or other stakeholders in the School District or if the Chief of Operations believes such employee has violated any of the terms and conditions set forth in this Section 3; provided, however, any such removal must not be in violation of any applicable federal, state or local law, ordinance or regulation. In the event of the removal of any such employee, Contractor shall immediately restructure its staff without disruption in service.

3.19. Emergency Devices. All Contractor's employees assigned to any of the Facilities/Premises shall be instructed on the use of all emergency switches, fire and safety devices in his/her assigned location.

3.20. Future Services by Employees at the School District. Contractor agrees not to restrict or prohibit, including without limitation entering into or enforcing any non-compete agreement, Contractor's employees from performing any Services at the School District after the Term.

3.21. Periodic Performance Meetings. Upon fifteen (15) days prior written notice to Contractor, the Contract Supervisor and other management representatives of Contractor, if requested by the School District, shall meet with the Chief of Operations and other representatives of the School District to evaluate, analyze and discuss Contractor's performance of its obligations under this Agreement.

Section 4. Custodial Services

4.1. Specific Tasks. Contractor will be responsible for provide providing the School District with the Services.

4.2. Inspection. Contractor is responsible for quality assurance inspections of all areas of responsibility, and to provide documentation of the inspections to the School District on a monthly basis. If it is observed or reported that one or more of the Services have not been performed adequately, Contractor will be notified, the occurrence will be documented and the School District reserves the right to invoke its rights under Section 2.3 of this Agreement and/or terminate this Agreement.

4.3. Storage. Storage spaces provided at or within the Facilities/Premises for cleaning equipment and supplies will be kept clean and organized at all times. Doors to these areas must be kept closed and locked when students are present at or in the Facilities/Premises.

4.4. Calendar. Except during the period described in Section 4.5 of this Agreement, Routine Cleaning Duties as identified on Schedule I attached hereto will normally take place during the General Cleaning Schedule set forth on Schedule I attached hereto except for scheduled non-emergency closing days; subject to the monthly schedule. The schedules for the Facilities/Premises will be provided to Contractor no later than the first school day of each month and will be similar to those provided as examples to Contractor during the request for proposals process.

4.5. Summer Schedule. The summer cleaning schedule shall be as set forth in Schedule I attached to this Agreement.

4.6. School Cancellations. Contractor shall provide the Services set forth in this Agreement even on days when the full school day is cancelled unless the School District notifies Contractor via phone, in person and/or by electronic mail that certain of the Services are not needed on such day or days or if a snow emergency is in effect in Marion County during all or any portion of such day. Notwithstanding the foregoing, Contractor shall provide the snow and ice removal Services set forth in Schedule I attached to this Agreement (the “Snow and Ice Removal Services”) even on days when the all or any portion of the school day is cancelled unless the School District notifies Contractor via phone, in person and/or by electronic mail that certain of the Snow and Ice Removal Services are not needed on such day. In the event that a Facility/Premises is closed, or is expected to be closed, for more than three (3) consecutive weeks, the School District may notify Contractor via phone, in person and/or by electronic mail that all or a portion of the Services are not needed during such period of time.

4.7. Building Use After School Hours. Certain groups and organizations use the School District’s buildings after normal school hours. Contractor will coordinate with the School District to maintain building security and handle any Services that may be required as a result of use of any of the Facilities/Premises by such groups or organizations, and Contractor shall be compensated for all added costs related to performing such Services, including, but not limited to, the use of overtime, if any, at rates approved in writing by the Parties prior to the performance of such Services. The School District will be responsible for renting out the Facilities/Premises and processing payments for use.

4.8. Damage to Facilities/Premises. Contractor shall be responsible for any damage negligently caused by any of Contractor’s employees to any of the Facilities/Premises while such employees are providing any of the Services. Damage will be assessed and repaired by the School District or outside contractors at the discretion of the Chief of Operations. Contractor covenants and agrees to pay for the total cost of material and labor involved to repair the damage, plus an administrative fee if applicable (as determined by the School District) within thirty (30) days of receiving evidence of payment by the School District for such repairs.

Section 5. **Equipment & Supplies**

5.1. Safety and Training on Equipment. It will be Contractor’s responsibility to ensure that its employees use the equipment, tools, and supplies in a safe and orderly manner and in accordance with the manufacturer’s instructions and guidelines and within all local, state, and federal regulations. In addition, it will be Contractor’s responsibility to have a person on each shift at each of the Facilities/Premises, who has sufficient knowledge to safely operate all equipment located at such Facility/Premises.

5.2. Tools and Cleaning Supplies. At the commencement of this Agreement, (a) Contractor shall provide the School District with a list of all cleaning tools and equipment which are currently located at each of the facilities identified in the Agreement with the Successful Respondent (collectively, the “Transferred Equipment”), and whether the condition of each piece of Transferred Equipment is new, good, fair or poor, which condition assessment must be mutually satisfactory to the School District, (b) the School District shall transfer all title to the Transferred Equipment to Contractor as payment in part for the Services during the term of this Agreement, and (c) Contractor shall accept title to such Transferred Equipment. Unless this Agreement is

terminated by the School District for Cause, Contractor shall retain title to such Transferred Equipment during and after the Term. In addition, at the commencement of this Agreement, Contractor shall provide the School District with a schedule for replacement of all of such Transferred Equipment, which schedule must be mutually satisfactory to the School District. Title to any replacement equipment will be retained by Contractor. Contractor shall be responsible for maintaining all equipment, including, but not limited to, the Transferred Equipment, consistent with Contractor's practices to ensure its proper operation and preserve its expected life cycle. As a part of the Services, Contractor shall (y) provide all cleaning supplies, other supplies, chemicals, tools and equipment, other than the Current Service Equipment, at each Facility/Premises necessary to perform the Services, and (z) provide and keep stocked all of the paper products in all restrooms and locker rooms, including, but not necessarily limited to, paper towels, sanitary napkins and toilet paper, all of the hand soap in the restrooms and locker rooms and the trash can liners for all trash cans located, at, inside or outside of each Facility/Premises (the items listed in clauses (y) and (z), collectively, the "Contractor Equipment and Supplies"). Contractor shall provide a complete listing of any cleaning products and chemical products to be used at or in any Facility/Premises. Such cleaning products and chemical products must be approved by the School District before use.

Section 6. Payment, Records & Audits and Other Consideration

6.1. Payment. For the Services and the Contractor Equipment and Supplies, the School District shall pay Contractor the firm fixed monthly amounts set forth on Schedule III attached to this Agreement.

6.2. Invoices. Contractor shall invoice the School District monthly for the Services and Contractor Equipment and Supplies provided during the immediately preceding month. All invoices that are submitted by Contractor to the School District no later than the fifth business day of a month, shall be paid by the School District no later than sixty (60) days thereafter.

6.3. Invoice Statement. All invoices submitted by Contractor must represent Services rendered and Contractor Equipment and Supplies used by Contractor at the Facilities/Premises before payment can be made to Contractor and must meet the requirements set forth in this Section 6.

6.4. Detailed Description. All invoices submitted by Contractor must be on each individual Facility/Premises and not in the aggregate and must include a detailed description of the Services, Contractor Equipment and Supplies or other items being submitted for payment with respect to such Facility/Premises.

6.5. Administrative Office. The School District shall provide Contractor with two offices at the School District's Transportation Center in the location or locations mutually satisfactory to the School District and Contractor. Contractor shall be permitted to use such offices as its administrative offices in connection with providing the Services, provided that all documents maintained by Contractor in such offices must be held in a locking file cabinet acceptable to the School District.

Section 7. Insurance & Indemnity

7.1. Indemnity. To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other from any and all losses, claims or expenses, of whatever kind, including reasonable attorney fees, arising out of, or resulting from the performance, or failure to perform, of each Party of the provisions contained herein. By way of explanation and not by way of limitation such losses may include bodily injuries, death, sickness, property damage or other injury which arises out of the performance of the provisions of this Agreement. Notwithstanding the foregoing, if the indemnified Party has acted in a negligent manner which resulted in whole or in part to such losses, then the foregoing indemnification shall be administered on a comparative fault basis. In addition and notwithstanding the foregoing, neither Contractor nor the School District shall be required to indemnify the other for any claim brought by its own employee against the other Party unless Contractor or the School District has acted in a negligent manner which contributed to, or caused, all or a portion of losses claimed by such employee, and in such case the first two sentences of this Section 7.1 shall apply.

7.2. Notification. Notification of an event giving rise to an indemnification claim (“Notice”) must (a) be received by the indemnifying Party on or by the earlier of a date 30 days subsequent to the date which such event was or should have been discovered or 90 days subsequent to the effective termination date of this Agreement and (b) shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

7.3. Insurance. Contractor shall purchase from, and maintain with, a company or companies, lawfully authorized to do business in the State of Indiana, such insurance as will protect Contractor from claims arising out of or resulting from Contractor’s operations under this Agreement, and for which Contractor may be legally liable, whether such operation be by 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. Contractor shall provide the School District with Certificates of Insurance prior to the commencement of this Agreement, within fifteen (15) days after January 1 of each year of the term of this Agreement and within thirty (30) days after Contractor changes its insurance provider. Contractor shall include the School District as an additional insured on a primary and non-contributory basis in its General Liability policy and provide at least 30 days’ notice to the School District in the event of policy cancellation.

7.4. Types and Amounts of Insurance Coverage. Contractor shall secure and maintain the various insurance policies which, at a minimum, meet the requirements set forth in Schedule IV attached hereto. Coverage shall be maintained without interruption during the term of this Agreement.

Section 8. Energy Conservation

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

Section 9. General Terms & Conditions

9.1. Governing Law. This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the state of Indiana.

9.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the Services and supersedes the 2022 Agreement and any and all other prior or contemporaneous negotiations, discussions or understandings. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties relating to the matters covered by this Agreement other than those set forth in this Agreement.

9.3. Severability. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the Parties and continue to be given full force and effect.

9.4. Captions. All captions in this Agreement are intended solely for the convenience of the Parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

9.5. Construction and Effect. No failure of either Party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other Party with any obligation or condition hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with any of the terms of this Agreement. Waiver by either Party of any particular default shall not affect or impair either Party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that Party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its terms. In addition, this Agreement is the result of arms-length negotiations between two (2) sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when such Agreement was executed.

9.6. Transfer and Assignment. Contractor may not transfer or assign, including, but not limited to, subcontracting, this Agreement or any part thereof without the consent of the School District. Notwithstanding the foregoing, Contractor may assign this Agreement to an affiliated company or wholly owned subsidiary with prior notice and without being released from any of its responsibilities hereunder.

9.7. Notices. Except as provided in Section 4.6 of this Agreement, if any notice or other correspondence is required to be delivered under this Agreement, it shall be given in writing, and shall be delivered personally, by overnight delivery service, or by United States mail, postage prepaid, certified mail, return receipt requested, in which event it shall be deemed given upon

receipt, to the Parties at the following addresses (or to such other address as a Party may designate by notice):

To School District: Metropolitan School District of Lawrence Township
ATTN: Chief of Operations
5720 Wheeler Road
Indianapolis, IN 46216

To Contractor: _____
ATTN: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates first written below.

**METROPOLITAN SCHOOL DISTRICT OF
LAWRENCE TOWNSHIP SCHOOLS, MARION
COUNTY, INDIANA**

By: _____

By: _____

Title: Superintendent of Schools

Title: _____

Date: _____

Date: _____

By: _____

Title: President of Board of Education

Date: _____

SCHEDULE I

ROUTINE CLEANING DUTIES

In addition to the following, all frequently touched surfaces throughout the Facilities/Premises, including, but not limited to, doors, door handles, faucets, water fountains, shower knobs, locker handles and toilet and urinal flush levers, must be cleaned and disinfected with an antiseptic cleaner several times each day as directed by the School District.

I. Restrooms

- A. Empty wastebasketsDaily
- B. Mop and disinfect floorsDaily
- C. Clean and disinfect sinksDaily
- D. Clean and disinfect mirrorsDaily
- E. Clean and disinfect toilet bowls-seats, urinals, & pipesDaily
- F. Empty sanitary napkin receptaclesDaily
- G. Check hand soap, paper towel, & tissue suppliesDaily
- H. Check that toilets, urinals, faucets & drain are workingDaily
- I. Clean doors and partitions Weekly
- J. Check deodorant blocks Weekly
- K. Spot clean walls and ceiling As Needed
- L. Replace lights As Needed
- M. Clean baseboards As Needed
- N. Clean light fixtures As Needed
- O. Clean exterior of all dispensers (tissue, soap, etc.) As Needed

II. Locker Rooms

- A. Empty wastebasketsDaily
- B. Mop and disinfect floors Weekly
- C. Clean and disinfect sinksDaily
- D. Clean and disinfect mirrorsDaily
- E. Clean and disinfect toilet bowls-seats & pipesDaily
- F. Empty sanitary napkin receptaclesDaily
- G. Check hand soap, paper towel, & tissue suppliesDaily
- H. Check that toilets, urinals, faucets & drain are workingDaily
- I. Clean doors and partitions Weekly
- J. Check deodorant blocks Weekly
- K. Spot clean walls and ceiling As Needed
- L. Replace lights As Needed
- M. Clean baseboards As Needed
- N. Clean light fixtures As Needed
- O. Clean exterior of all dispensers (tissue, soap, etc.) As Needed

III. Classrooms

- A. Vacuum all carpeted areasDaily
- B. Sweep all tiled floors with dust mopDaily
- C. Empty wastebasketsDaily

- D. Clean sinks and faucetsDaily
- E. Empty pencil sharpenersDaily
- F. Clean window glass on doorsAs Needed
- G. Clean chalkboards/dry erase/ white boards at the end of the week Weekly
- H. Dust all ledges and other surfaces Weekly
- I. Clean shades or blindsAs Needed

IV. Hallways, Entryways, and Utility Rooms

- A. Sweep all halls and entryways with a dust mopDaily
- B. Vacuum entryway carpetsDaily
- C. Clean and disinfect drinking fountainsDaily
- D. Spot clean walls and baseboardsAs Needed
- E. Dust all ledges, tops of coat racks, and tops of lockers Weekly
- F. Clean door glass & steel plates on gym doors and entrywaysDaily
- G. Replace light bulbsAs Needed
- H. Clean light fixturesAs Needed
- I. Sweep stairs and floors of utility rooms (non-classrooms)Daily
- J. Clean stairs Weekly/As Needed
- K. Wet mop hallways (machine downstairs) Weekly/As Needed

V. Gym and Stage

- A. Clean and put away tables after lunchDaily
- B. Sweep entire gym floorDaily
- C. Machine mop half of gym floorDaily
- D. Machine mop entire gym floor Weekly
- E. Clean gym door glassDaily
- F. Sweep stage Weekly
- G. Spot clean walls of gymAs Needed

VI. Offices

- A. Sweep office floors and vacuum any carpetsDaily
- B. Empty wastebasketsDaily
- C. Dust all ledges and other surfacesDaily
- D. Clean and dust phoneAs Needed
- E. Dust all ledges and other surfacesDaily

VII. Kitchen and Cafeteria

- A. Mop kitchen floorDaily
- B. Empty wastebasketsDaily
- C. Clean individual handwashing sinksDaily
- D. Clean kitchen area restroomsDaily
- E. Clean cafeteria tablesDaily
- F. Clean cafeteria floorAs Needed
- G. Set-up and take-down cafeteria tablesAs Needed

VIII. Football Stadium, Soccer, Baseball, & Softball Complexes

- A. Wet and dry mop tile and painted flooringAs Needed
- B. Vacuum carpetAs Needed
- C. Clean and disinfect restrooms in stadium complex and concession standsAs Needed
- D. General cleaning including windows, counter tops, walls, lockers, stadium seating, press box, cleanup after an event, etc.As Needed
- E. Collect and remove trashAs Needed
- F. Prepare building(s) for an event including setting up chairs, tables, equipment, etc.As Needed

IX. Swimming Pool

- A. Mop pool deck and locker roomsDaily
- B. General cleaning including restrooms, windows, counter tops, walls and lockersAs Needed
- C. Vacuum carpetAs Needed
- D. Collect and remove trashDaily

X. Miscellaneous

- A. Signs of vandalism or abuse of Facilities/Premises should be reported to the principal and/or the School District's Police and use appropriate supplies and materials to remove any graffiti.
- B. Custodians shall make sure the school building is adequately heated and cooled for the school day.
- C. Custodians may have to receive shipments of supplies, etc. and relocate them in the Facilities/Premises as directed by the Chief of Operations.
- D. Custodians shall set up and take down chairs and tables for school and third party space rental functions.
- E. Change out light bulbs when burned out.
- F. Change out stained or damaged ceiling tiles in any ceilings that are ten feet or less in height and as long as (1) the ceiling tile is in an area free of any obstructions such as fire suppression nozzles, intercom speakers or fire alarms, (2) the ceiling tile does not need to be cut or modified in any manner, and (3) the ceiling tiles are provided by the School District.
- G. Change out batteries in clocks when batteries are dead.
- H. Custodians are to park in an assigned parking space.
- I. Custodians should report to their supervisor, the School District's Chief of Operations and/or the School District's Chief of Police when they become aware of any loss of any utility service, occurrence of unsafe conditions, intruders in or on such Facility/Premises or occurrence of theft in or at such Facility/Premises.
- J. At each Facility except Lawrence Central High School and Lawrence North High School, fill the water softeners with salt as needed.

SUMMER CLEANING

- I. Floors
 - A. All tiled floors are to be stripped, sealed, and waxed.
 - B. During Spring Break, Summer Break, Fall Break and Winter Break, evaluate which areas need to be stripped and waxed and based on such evaluation strip, seal and wax such areas.
 - C. All carpeted areas should be shampooed under the direction of the School District's Chief of Operations.
 - D. All baseboards should be cleaned thoroughly.
- II. Window Care - All glass (on both sides) is thoroughly cleaned once each year during the summer.
- III. Walls - All walled surfaces should be spot cleaned throughout the school year. During the summer months the walls should be cleaned thoroughly.
- IV. Lockers - All lockers at the Facilities/Premises are to be cleaned and disinfected over the summer months. Locker combinations are to be reset.
- V. Ceiling Fans and Univents - Ceiling fans should be dusted approximately 4 times per year.
- VI. Classrooms
 - A. Thorough cleaning of chalkboards/dry erase/white boards and trays - remove tape or other substances.
 - B. All desks and chairs should be thoroughly cleaned during the summer.
 - C. Blinds or shades are to receive a good cleaning.
 - D. Walls, ceiling vents, baseboards, and bookshelves should be cleaned.
- VII. Kitchen
 - A. Mop floor daily.
 - B. Coordinate schedule and any other cleaning needs with the Director of Food and Nutrition Services.
- VIII. Exterior of Building
 - A. Pick up trash.
 - B. Empty trash cans.
- IX. Miscellaneous

Custodians will use the summer months to thoroughly clean the school building.

General Cleaning Schedule

The School District and Contractor will establish a general cleaning schedule that is mutually satisfactory to the Parties. The Chief of Operations will make the final determination regarding the general cleaning schedule, and unless otherwise modified by the Chief of Operations, the following schedule shall be followed by Contractor and its employees:

First Shift 6 A.M. to 2:30 P.M.

Second Shift 2:30 P.M. to 10:30 P.M., 3:00 P.M. to 11:00 P.M. or 3:30 P.M. to 11:30 P.M., based on the school day schedule for each such Facility/Premises.

The majority of the cleaning should be completed in the PM hours. Morning duties can include spot cleaning, “as needed” items, temperature checks, office cleaning, and utility rooms cleaning.

Summer Cleaning Schedule

The School District and Contractor will establish a summer cleaning schedule that is mutually satisfactory to the Parties. The Chief of Operations will make the final determination regarding the summer cleaning schedule, and unless otherwise modified by the Chief of Operations, Contractor and its employees shall be at the Facilities/Premises from 6:00 A.M. until 7:00 P.M., with at least one employee remaining at each Facility/Premises until 10:00 P.M., subject to the discretion of the Chief of Operations.

SNOW AND ICE REMOVAL SERVICES

- I. At the sidewalks of all of the Facilities/Premises except Lawrence Central High School, Lawrence North High School, Belzer Middle School, Craig Academy, Fall Creek Valley Middle School, Transportation Center and Administration Building:
 - A. To the edge of the of adjacent parking lot or lots, clearing of all snow/ice and the application of the appropriate de-icing and/or anti-icing materials to all of the areas in accordance with the terms and conditions set forth herein (collectively, the “Snow and Ice Removal Services”).
 - B. All Snow and Ice Removal Services shall be provided whenever (a)(i) snow accumulations during a 24-hour period in the School District area are equal to at least one inch, or (ii) there is any ice accumulation during a 24-hour period in the School District area, and (the School District will determine the accumulation of snow and/or ice during each 24-hour period in the School District area based on publicly available information provided by the National Weather Service or other similar entity for the School District area) (b) orally approved by the School District’s Chief of Operations or his/her designee.
 - C. If snow accumulations during a 24-hour period in the School District area are equal to more than six inches, as determined by the School District in accordance with the parameters set forth in I.B., then the

School District shall provide personnel and equipment it determines to be necessary to assist Contractor with the Snow and Ice Removal Services if requested by Contractor to the School District's Chief of Operations.

- D. Snow and Ice Removal Services must occur between the hours of 10:00 p.m. and 6:00 a.m. (applicable Eastern Time) unless approved by the School District's Chief of Operations or his/her designee.
- E. In the event of an early morning snowfall or ice accumulation that would prohibit the time required to clear all areas of a Facility/Premises, priority shall be given to clear sidewalks adjacent to bus drop off areas and entrances to buildings operated by the School District.
- F. When snow/ice continues to fall or snow drifting occurs after the snow/ice has been initially cleared, Contractor may be required to perform the Snow and Ice Removal Services again as requested by the School District's Chief of Operations or his/her designee in order to assure maximum safety for all users.
- G. The School District will notify Contractor of special events, extra-curricular programs, athletic contests and all similar events occurring at the Facilities/Premises if snow or ice accumulation is forecasted in order to allow the completion of the Snow and Ice Removal Services prior to attendees arriving at the Facility/Premises or Facilities/Premises.
- H. Snow and ice shall be cleared from the Facilities/Premises outward. Stockpiles of snow and ice must be in yard areas and corners as far away from buildings as possible. Minimal snow and ice may be left around light poles (no stockpiles around poles). Fire hydrants, gates, fire lanes, dumpster locations, and similar areas shall be kept clear of snow/ice/stockpiles.
- I. Contractor shall exercise sound judgment in placing snow and ice where it will not damage shrubbery or obstruct passageways, entrances, crosswalks, steps and similar areas.
- J. All areas shall be plowed neatly, completely and smooth and cleared of all snow/ice.
- K. Contractor is not expected to truck snow and/or ice away from extensive plowing during a heavy snowfall or ice storm. Contractor shall make every effort in early season plowing, to push snow and ice back as far as practical, to make room for subsequent snow and ice. However, if a significant amount of snow and/or ice accumulates throughout the year, Contractor shall haul away snow and/or ice if directed by the School District's Chief of Operations or his/her designee.
- L. Contractor shall apply/distribute all necessary deicing and/or anti-icing materials in order to provide a clear and non-slick surface on all sidewalk areas.
- M. Contractor shall use only chemical deicing and/or anti-icing materials and sand that is (i) environmentally friendly, (ii) industry approved as safe for use on concrete and asphalt surfaces and/or other surfaces encountered, (iii) industry approved for application to

- road surfaces for snow and ice removal, including, but not limited to, agents such as rock salt, beet juice pre-treat and brine mixture, and (iv) acceptable to the School District.
- N. All sand used for ice traction must be of a coarse grade pre-approved by the School District.
 - O. Combination applications of salt and sand may be used upon obtaining approval of such mix and percentage of such mix from the School District.
 - P. If requested by the School District, Contractor must provide the School District with a lab certification stating the chemical deicing and/or anti-icing materials conform to the applicable specification and a material safety data sheet (MSDS) for all such materials.
 - Q. The chemical deicing and/or anti-icing materials and sand must be provided in strict compliance with all applicable local, state and federal environmental regulations and laws. No alternatives, modified materials or sand or substitutions may be provided by Contractor without the express written consent of the School District, in its sole and complete discretion.
 - R. While pre-treatment and anti-icing are preferred methodologies, they are not required.

Contractor is responsible for scheduling site visits to each of the Facilities/Premises and areas for which Contractor will be providing the Snow and Ice Removal Services as soon as possible after execution of this Agreement. Such site visits will take place between the Contract Supervisor and the Chief of Operations, and/or his/her designee. During such site visits, Contractor will be responsible for identifying any and all meandering sidewalks located in the areas for which Contractor will be providing the Snow and Ice Removal Services to properly define such locations and protect the School District's property.

II. Miscellaneous

- A. Prior to providing the Snow and Ice Removal Services each time, Contractor shall visually inspect the areas for which Contractor will be providing the Snow and Ice Removal Services and contact the School District's Chief of Operations (or his/her designee) for the respective areas regarding any existing damage to any of the property or equipment in the or near the areas for which Contractor will be providing the Snow and Ice Removal Services.
- B. Contractor may not push snow or ice from the School District's property into city streets or other public thoroughfares unless it is banked on the side of the street or thoroughfare bordering the School District's property.

SCHEDULE II

FACILITIES/PREMISES

[Many of these have different square footage from what is in the RFP]

<u>Name of School</u>	<u>Address</u>	<u>Square Footage</u>
Lawrence Central High School	7300 E. 56 th Street	579,853
Lawrence North High School	7802 Hague Road	565,319
McKenzie Center for Innovation & Technology	7250 E. 75 th Street	159,734
Belzer Middle School	7555 E. 56 th Street	240,147
Fall Creek Valley Middle School	9701 E. 63 rd Street	243,297
Craig Academy	6501 Sunnyside Road	246,000
Administration Building	5720 Wheeler Rd	46,000
Transportation Center	10410 East 52 nd Street	49,492
Amy Beverland Elementary School and Early Learning Center	11660 Fox Road	125,115
Brook Park Elementary School and Early Learning Center	5249 David Street	137,850
Crestview Elementary School	7600 E. 71st Street	87,291
Forest Glen Elementary School	6333 Lee Road	107,534
Harrison Hill Elementary School	7510 E. 53rd Street	84,594
Indian Creek Elementary School	10833 E. 56th Street	77,074
Mary Castle Elementary School and Early Learning Center	8510 E. 82nd Street	132,150
Oaklondon Elementary School	6702 Oaklondon Road	75,699
Skiles Test Elementary School	7001 Johnson Road	81,685
Sunnyside Elementary School	6345 Sunnyside Road	84,000
Winding Ridge Elementary School and Early Learning Center	11845 E. 46th Street	133,649

SCHEDULE III

**FIXED MONTHLY FEES FOR SERVICES AND
CONTRACTOR EQUIPMENT AND SUPPLIES**

\$_____ per month of the first year of the Initial Term

\$_____ per month of the second year of the Initial Term

\$_____ per month of the third year of the Initial Term

SCHEDULE IV

INSURANCE REQUIREMENTS

During the Term, Contractor shall procure and maintain insurance coverage as outlined in this Schedule IV. An acceptable Certificate of Insurance shall be provided to the School District evidencing the types of coverages and minimum limits as set forth in this Schedule IV, prior to the commencement of the term of the Agreement, within fifteen (15) days after the beginning of each year of the Term and within thirty days after Contractor changes its insurance provider.

CERTIFICATE HOLDER:

Metropolitan School District of Lawrence Township, Indianapolis, Indiana

The commercial general liability policy must be endorsed to provide the School District as an additional insured on a primary and non-contributory basis.

<u>TYPE OF INSURANCE COVERAGES REQUIRED:</u>	<u>MINIMUM COVERAGE REQUIREMENTS</u>
---	---

GENERAL LIABILITY/OCCURRENCE FORM

Commercial General Liability	General Aggregate	\$2,000,000
Premises and Operations	Occurrence	\$1,000,000
Products and Completed Operations	Aggregate	\$1,000,000
Personal and Advertising Injury	Aggregate	\$1,000,000
Fire Damage	Any One Fire	\$ 100,000

AUTOMOBILE LIABILITY

Combined Single Limit

♦ Any Auto	\$1,000,000 Each Accident
♦ Hired Autos	
♦ Non-Owned	

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

Statutory	
Each Accident	\$ 500,000
Disease Per Policy	\$ 500,000
Disease Per Employee	\$ 500,000

UMBRELLA/EXCESS LIABILITY

Per Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

INSURANCE CARRIERS:

Must be rated "A-" or above in the A.M. Best's Key Rating Guide.

DEVIATION OR CHANGES:

Any difference or changes to the required policy coverage and endorsements are to be noted in writing on the Certificate of Insurance Addendum.

SCHEDULE V

FORM OF E-VERIFY AFFIDAVIT

The undersigned being duly sworn upon *(his)(her)* oath, now says that I, *(name)*, *(position)* at _____ (“Contractor”), do hereby state that Contractor does not knowingly employ unauthorized aliens and participates in the E-Verify Program when it hires new employees to confirm their work eligibility.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

Signature of affiant *(include title)*

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

SUBSCRIBED and SWORN TO before me, a Notary Public, in and for said County and State, this _____ day of _____, 202_.

Notary Public

Printed: _____

My Commission Expires:

County of Residence:

**REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES**

Attachment D

LIST FACILITIES

<u>Name of School</u>	<u>Address</u>	<u>Approximate Square Footage to be Cleaned</u>
Lawrence Central High School	7300 E. 56 th Street	579,853
Lawrence North High School	7802 Hague Road	565,319
McKenzie Center for Innovation & Technology	7250 E. 7 th Street	159,734
Belzer Middle School	7555 E. 56 th Street	240,147
Fall Creek Valley Middle School	9701 E. 63 rd Street	243,297
Craig Academy	6502 Sunnyside Road	246,000
Lawrence Education Community Center	5720 Wheeler Road	46,000
Transportation Center	10410 East 52 nd Street	49,492
Amy Beverland Elementary School	11660 Fox Road	125,115
Brook Park Elementary School	5249 David Street	137,850
Crestview Elementary School	7600 E. 71 st Street	87,291
Forest Glen Elementary School	6333 Lee Road	107,534
Harrison Hill Elementary School	7510 E. 53 rd Street	84,594
Indian Creek Elementary School	10833 E. 56 th Street	77,074
Mary Castle Elementary School	8510 E. 82 nd Street	132,150
Oaklandon Elementary School	6702 Oaklandon Road	75,699
Skiles Test Elementary School	7001 Johnson Road	81,685
Sunnyside Elementary School	6345 Sunnyside Road	84,000
Winding Ridge Elementary School	11845 E. 46 th Street	133,649

NOTE: Amy Beverland, Brook Park, Mary Castle, and Winding Ridge include the Early Learning Centers

**REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES**

Attachment E

EXAMPLE MONTHLY SCHEDULE