

## ADDENDUM #3

#148-MAINT-056

**PROJECT: Janitorial Services PROJECT**

The solicitation named above is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Proposer shall take this Addendum into consideration when preparing and submitting its Proposal.

This Addendum #3 to the RFP# 148-MAINT-056 contains the following additions, clarifications and/or changes:

- Addresses answers to questions received.

**QUESTIONS received from one or more vendors. ANSWERS are in red font:**

1. Is there a certain starting wage for custodians that the district expects? **No.**
2. Are yearly cost of living raises expected by the district? **No.**
3. Would you prefer employee benefits be included in the total contract amount? Or would you prefer they were billed separately? **We have not asked for employee benefits to be separated from other costs. Total inclusive costs are requested.**
4. Will weekend work be permitted as part of plan? I was wondering if I could include Saturday to compensate for Friday work. **Weekend work may be permitted with school administration approval. Depending on the events listed in the Events Calendar for a given day or week, additional services may be requested by ACS on weekends as well.**
5. I was seeking clarity on question pertaining to additional janitorial services cost on proposal form. Is it asking for a cost per custodian? **Yes, the total cost that ACS will be charged at an inclusive hourly rate per janitor.**
6. Does the total 96 hour requirement include break time? **The contractor is being requested to provide a cost for 96 hours per day of paid work on our campus.**

## ADDENDUM #2

#148-MAINT-056

**PROJECT: Janitorial Services PROJECT**

The solicitation named above is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Proposer shall take this Addendum into consideration when preparing and submitting its Proposal.

This Addendum #2 to the RFP# 148-MAINT-056 contains the following additions, clarifications and/or changes:

- Addresses answers to questions received.

**QUESTIONS received from one or more vendors. ANSWERS are in red font:**

1. Are you currently cleaning the school in house or using a contractor? If using a contractor who is the contractor? If using a contractor is this going out to bid due to normal contract expiration or noncompliance of the current contractor? **Janitorial services are currently provided by The BUDD Group. However, the scope of services requested by this RFP are not the same as our current janitorial services being provided. The RFP is due to a change in the scope of work.**
2. If you are using a contractor what is your current annual price? **The scope of services requested by this RFP are not the same as our current janitorial services. The contents of the RFP are the only consideration to understand and ensure an accurate proposal.**
3. Please clarify the square footage listed with the building schematics: is the "Assignable Area" sq. ft. more accurately the cleanable sq. ft., or would that be the "Gross Area" sq. ft.? **Only the areas indicated in yellow on the campus maps apply to this solicitation. The assignable area and gross area listed on each page of the campus map refers to the entire drawing on that page and not specifically to areas indicated in yellow. Site Visits may be scheduled by contacting Tim Shelton, ACS Maintenance Director, at (828) 713-6430. While not required, it is highly recommended that all contractors familiarize themselves with the project.**
4. Are there any requirements for day porters, or just afternoon, evening, and night cleaners? If day porters are required what are their required work hours and how many will be needed? **We require day and night custodians. Duty times may fluctuate based on activity times at the school on a given day or a given week.**
5. Are there any specific local RFP minimum wage requirements for the contractor's staff? **There is a \$15.00/hour minimum wage for state and school district employees, but this does not apply to contractors. We are not aware of another requirement other than the federal \$7.25/hour minimum wage.**
6. Does Asheville City Schools provide ALL cleaning supplies, equipment, and consumables? Is the contractor responsible for any of this? **ACS will be providing all consumables, equipment, and supplies, including chemicals.**

# ADDENDUM #1

#148-MAINT-056

**PROJECT: Janitorial Services PROJECT**

The solicitation named above is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Proposer shall take this Addendum into consideration when preparing and submitting its Proposal.

This Addendum #1 to the RFP# 148-MAINT-056 contains the following additions, clarifications and/or changes:

- Addresses answers to questions received.

**QUESTIONS received from one or more vendors. ANSWERS are in red font:**

1. I wanted to ask if you could provide any information regarding the current or previous janitorial services arrangement, such as the current provider and/or general contract structure, to better understand the scope and ensure an accurate and competitive proposal. **Janitorial services are currently provided by The BUDD Group. However, the scope of services requested by this RFP are not the same as our current janitorial services being provided. The contents of the RFP are the only consideration to understand and ensure an accurate proposal.**
2. Is this intended to be a labor-only contract? **Yes.**
3. Will ACS be providing consumables, equipment, and supplies? **Yes, ACS will be providing consumables, equipment, and supplies.**
4. Do you require services 260 days or 210 days per year? **Estimated 260 days per year, which is the approximate number of days minus weekends and minus 10 holidays per year.**
5. What is the anticipated contract value or budget range? **We do not share budget estimates or ranges.**
6. What are the primary pain points or challenges with the current incumbent? **The RFP is due to a change in the scope of work and not due to challenges with our current janitorial services provider.**
7. Do you require any day porters (e.g., 7:00 a.m. to 3:00 p.m.)? **Yes, we require day and night custodians. Duty times may fluctuate based on activity times at the school on a given day or a given week.**
8. Can our cleaning team begin work at 4:00 p.m.? **We require day and night custodians. Duty times may fluctuate based on activity times at the school on a given day or a given week**
9. What is the current contract value for this service annually? **The scope of services requested by this RFP are not the same as our current janitorial services. The contents of the RFP are the only consideration to understand and ensure an accurate proposal.**
10. How many restrooms are included, and what is their total square footage? **Please see campus map provided as an attachment in the RFP. Site Visits may be scheduled by contacting Tim Shelton, ACS**

Maintenance Director, at (828) 713-6430. While not required, it is highly recommended that all contractors familiarize themselves with the project.

11. What is the total square footage of all buildings covered under this contract? Please see campus map provided as an attachment in the RFP. Site Visits may be scheduled by contacting Tim Shelton, ACS Maintenance Director, at (828) 713-6430. While not required, it is highly recommended that all contractors familiarize themselves with the project.
12. I would like to confirm whether proposals may be submitted electronically via email, or if only sealed submissions are accepted. Proposals may not be submitted electronically via email. Only sealed submissions, received by the Purchasing Specialist not later than the due date and time on the RFP. Please see RFP for full information.

# STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

## REQUEST FOR PROPOSALS

#148-MAINT-056

**PROJECT:** Janitorial Services PROJECT

**USING AGENCY:** Asheville City Schools

**ISSUE DATE:** 4/28/2026

Proposals subject to the conditions made a part hereof will be received until **2:00 pm, May 14, 2026**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals is issued to prospective contractors.
2. Site Visits may be scheduled by contacting Tim Shelton, ACS Maintenance Director, at (828) 713-6430. While not required, it is highly recommended that all contractors familiarize themselves with the project. Proposer is responsible for measuring actual square footage.
3. The deadline for written questions is three (3) days prior to the due date.  
Chris Pohlman, Purchasing Specialist  
Phone: 828-350-6101  
Email: [chris.pohlman@acsgmail.net](mailto:chris.pohlman@acsgmail.net)
4. All Proposals must be received by the Purchasing Specialist not later than the due date and time specified above, at which point all proposals will be immediately thereafter opened. Attendance by Proposers at the Public Opening is not required. Tabulations and award information may be obtained by written request.
  - a. All submitted Proposals must include one (1) original and five (5) copies of the Proposal, for a total count of SIX (6). All Proposals must be fully sealed and reference RFP# 148-MAINT-056 on the outside of the package. Emailed proposal submissions will NOT be accepted. All sealed proposals should be clearly labeled with the following:  
Asheville City Schools  
Attn: 148-MAINT-056  
c/o Chris Pohlman  
85 Mountain Street  
Asheville, NC 28801
  - b. Proposal Forms must be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
5. Proposals will be evaluated according to Experience and Qualifications; Technical Approach and Scope; Safety and Personnel; Cost and Value; References and Reliability. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to ACS.
6. Asheville City Schools reserves the right to reject all offers when such rejection is deemed to be in the best interest of ACS.

(NOTE: THE PROPOSAL FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

**PROPOSAL FORM**

**#148-MAINT-056**

**Janitorial Services PROJECT**

**DUE DATE: May 14, 2026 at 2:00 pm**

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for the Janitorial Services PROJECT for Asheville City Schools, North Carolina, does hereby offer to perform such services on behalf of the District, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Proposal Forms hereinafter set forth.

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

MBE Status: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

Number of Years Experience in similar projects: \_\_\_\_\_

**Required:** Staffing Plan, including number of personnel assigned and supervisor structure.  
(Please attach extra sheets as needed).

**Required:** Service Plan, including detailed description of how services will be delivered.  
(Please attach extra sheets as needed).

**Required:** At least three (3) references for similar projects.  
(Please attach extra sheets as needed).

\$ \_\_\_\_\_ Monthly Cost for Janitorial Services at Asheville High School.

\$ \_\_\_\_\_ Hourly Cost for Additional Janitorial Services, as needed.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted, to furnish the subject services for a cost not to exceed:

By: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_ Title: \_\_\_\_\_

**END OF PROPOSAL FORM**

## 1. PURPOSE

The purpose of this solicitation is to request proposals for janitorial services within Asheville City Schools ("ACS"), as per the specifications described herein.

## 2. SCOPE OF WORK

Contractor will provide janitorial associates at Asheville High School, located at 419 McDowell St, Asheville, NC 28803, for a total of 96 hours per day, to provide janitorial services as directed by AHS administration.

A lead janitorial associate will be on site for evening and night shifts, beginning at 4:00 pm. The lead janitorial associate would manage those on shift but also assist with deeper cleaning while buildings are vacant. The lead janitorial associate should be included in the 96 hours per day.

A campus map of Asheville High School is included as [Attachment A](#) to this solicitation. Areas that apply to this solicitation are indicated in yellow on Attachment A.

Cleaning supplies and equipment will be provided by ACS.

Scope of Work also to include the following tasks at the following frequencies:

All Classrooms, Offices, Auxiliary Gyms, Media Center, and Common Areas Daily:

- Move furniture and paper (as requested), respond to reports of sick students in classrooms and busses, spills, and other pop up emergencies (7am-4pm)
- Empty trash and clean receptacles (7am-4pm and again after 4pm)
- Spot clean desk tops
- Dust all surfaces
- Spot clean walls
- Dust mop/spot mop hard floors
- Vacuum carpet
- Clean door glass and mirrors as well as doorknobs

All Classrooms and the 2nd floor of the G Building Weekly:

- Damp mop floors and clean base boards
- Clean all horizontal surfaces and desks with disinfectant for germ control
- High dusting/blinds
- Spot clean carpet
- Classrooms may be done on rotation as long as they are done weekly

All Restrooms Daily:

- Empty trash and all receptacles
- Disinfect and clean all sinks, railings, stalls, walls, and other hard surfaces
- Disinfect and clean all urinals and commodes
- Clean all mirrors
- Clean all stainless steel and dispensers with disinfectant
- Clean and remove graffiti marks as needed
- Sweep floors
- Kaivac water vacuum daily (ACS provides water vacuum)
- Clean doors and doorknobs

All Restrooms Weekly:

- Clean grout
- Perform high dusting

All Hallways Daily:

- Dust mop hallways

- Mop hallways
- Clean all horizontal surfaces
- Disinfect and clean all drinking fountains
- Spot clean door as needed
- Clean graffiti as needed

All Hallways Twice Weekly:

- Buff floors
- Clean with auto scrubber (ACS provides auto scrubber)
- Dust mop floors after buffing

Cafeteria:

- Damp mop daily and dust all areas
- Buff twice per week
- Clean restrooms
- Clean glass
- Remove trash during breakfast and lunch
- Wipe tables between lunches
- Sweep floor during and after lunches

Outside Grounds Daily (Max 10 ft from bldg.):

- Trash pickup (7am-4pm and again after 4pm)-10514.06
- Blow leaves off sidewalks

Auditorium and Balcony at least weekly, or more frequently if necessary based on scheduled events.  
(See Events Calendar section for more information.)

- Trash pickup
- Vacuuming
- Sweep stageside stairwell

### 3. **SUMMER CLEANING TASKS**

Scope of Work also to include the following tasks during summer months when school is not in session:

- Strip and re-finish all halls and common areas
- Clean and re-finish all classrooms
- Perform daily cleaning of all classrooms
- Scrub and clean all bathroom floors
- Perform detailed cleaning of bathrooms
- Move furniture as needed in order to accomplish cleaning tasks
- Shampoo carpeted areas that are within the contract
- Deep clean all thresholds

If Summer School is in session, then the normal daily cleaning schedule should be followed.

### 4. **ADDITIONAL SERVICES AS NEEDED**

Contractor will provide an hourly rate for additional janitorial services as needed.

### 5. **EVENTS CALENDAR**

ACS will maintain and provide a monthly calendar of events one week in advance. Contractor will use this to plan their cleaning schedule accordingly.

**6. SITE VISIT**

Site Visits may be scheduled by contacting Tim Shelton, ACS Maintenance Director, at (828) 713-6430. While not required, it is highly recommended that all contractors familiarize themselves with the campus.

**7. TERM OF AGREEMENT**

The contract term will begin on or approximately July 1, 2026 and end on June 30, 2027, with an option for annual renewal upon mutual written consent.

**8. MONTHLY BILLING**

ACS will require all invoices received to include a monthly detail of hours worked by person and day.

**9. EVALUATION CRITERIA**

The evaluators will consider how well each proposed solution meets the needs of ACS. It is important that the responses be clear, concise, and complete so that the evaluators can adequately understand all aspects of the proposal.

Although price will be an important factor in our decision, ACS will use the criteria identified in the table below to fully evaluate the value of each proposal.

<b>Criteria</b>	<b>Description</b>	<b>Possible Points</b>
Experience and Qualifications	Proven track record in K-12 environments; specialized experience with high school facilities; company longevity and stability.	6
Technical Approach and Scope	Detailed plan for daily, weekly, and deep cleaning tasks.	4
Safety and Personnel	Comprehensive background checks for all staff; documented training on biohazard handling and OSHA standards; low employee turnover rates.	5
Cost and Value	Transparent pricing structure with no hidden fees; overall value relative to the depth of services offered.	8
References and Reliability	Positive testimonials from other North Carolina or regional school districts; proven responsiveness to emergency or "on-call" needs	2
	<b>Total Possible Points</b>	<b>25</b>

**10. PROPOSAL REQUIREMENTS**

Proposals must include the following information:

**Company Information:**

- Name, address, and contact information,
- Number of years in business, and

- Number of years' experience.

**Staffing Plan:**

- Number of personnel assigned
- Supervisor structure

**Service Plan:**

- Detailed description of how services will be delivered

**Pricing:**

- Monthly cost for services at Asheville High School.
- Optional/additional service rates for services as needed.

**References:**

- At least 3 comparable clients

**11. QUALITY OF WORK**

All work shall be performed in a good and professional manner by skilled, experienced workers. ACS shall be responsible for determining the quality of work, and may notify the Contractor of the same.

**12. CONDITIONS**

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Proposers shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Proposers will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or to the Contract.

The Proposer shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to Asheville City Schools.

**13. SAFETY REGULATIONS:**

The Contractor shall adhere to the rules, regulations, and interpretations of all state, federal, and local laws that pertain to workers and site safety. This to include OSHA 1910, General Construction, or those regulations mandated by these specifications.

**14. CONFIDENTIAL INFORMATION**

As provided by statute and rule, ACS will consider keeping trade secrets which the offeror does not want disclosed, confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

**15. NONDISCRIMINATION**

Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**16. DEBARMENT**

Proposer certifies by submitting a Proposal that the Proposer and/or any of its Principals are not presently debarred, per the State's website: <http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors> ; and are not presently debarred, per the Federal Excluded Parties List: [www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM) ; and are not listed on the Final Divestment List and Parent and Subsidiary List located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act; and are not suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State.

**17. COMPLIANCE**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

The Contractor shall obtain all licenses and permits required to execute contract by authorities that have jurisdiction.

The Contractor shall comply with all relevant ACS Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement. All Asheville City Schools Board Policies can be found at [https://www.boardpolicyonline.com/bl/?b=asheville\\_city](https://www.boardpolicyonline.com/bl/?b=asheville_city)

**18. SPECIFICATIONS**

Any deviation from the specifications indicated herein must be clearly pointed out and explained in detail. Otherwise, it will be considered that items offered are in strict compliance with these specifications, and the offeror will be held responsible therefore. The proposer shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

**19. AWARD OF CONTRACT**

It is the intent to award this contract to a single overall offeror. The right is reserved, however, to make award on the basis of individual items or groups of items, if such shall be considered to be most advantageous or constitute the best interest of ACS. Best value procurement to the lowest responsive and responsible proposer is the procurement goal of ACS.

This may be determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the proposal; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by ACS to be pertinent and peculiar to the purchase in question. Unless otherwise specified by ACS or the offeror, ACS reserves the right to accept any item or group of items on a multi-item proposal. In addition, on term contracts, ACS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by ACS to be pertinent or peculiar to the purchase in question.

**20. PROTEST PROCEDURES**

A party wanting to protest a contract awarded pursuant to this solicitation, must submit a written request to the Chief Finance Officer of ACS using the contact information below. This request must be received by the Chief

Finance Officer within five (5) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest.

Heidi Kerns, Chief Finance Officer  
Asheville City Schools  
85 Mountain St, Asheville, NC 28801  
Email: [heidi.kerns@acsgmail.net](mailto:heidi.kerns@acsgmail.net)

**21. JESSICA LUNSFORD ACT**

Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Proposer agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all of its employees involved in this project. ACS prohibits any personnel listed on such registries from being on any property owned or operated by ACS and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to the ACS Superintendent or Designee, upon request. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, my signature below certifies that neither I nor any employee or agent of Contractor that is involved with project is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

**22. E-VERIFY**

Service Provider shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements").

**23. INDEMNITY**

Proposer will indemnify and save harmless ACS, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Proposer, its officers, or agents; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the ACS, its officers, agents, or employees.

**24. INSURANCE**

If awarded a contract, the Proposer will provide a Certificate of Liability Insurance naming the District as additional insured. The issuing insurer must provide 30 days written notice to the District of the expiration of the insurance. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- Workers' Compensation Insurance, including Employer's Liability with limits of \$250,000 each accident. The Aggregate Limit will not be less than \$2,000,000.
- Property Damage Insurance, including Liability Coverage, with a per occurrence limit of \$1,000,000. The Aggregate Limit will not be less than \$2,000,000

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

**25. TERMINATION**

ACS may terminate this agreement at any time by 15 days' notice in writing to the Contractor. If the contract is terminated by ACS as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

**26. AVAILABILITY OF FUNDS**

Any and all payments to the contractor are dependent upon and subject to the availability of funds. All contracts are subject to annual renewal. Price adjustments may be considered at that time but none are automatic unless spelled out in the bid/proposal and agreed upon by both parties.

**27. CONTRACTS PAID THROUGH FEDERAL FUNDS**

In the event that the Board provides compensation for services performed under this Agreement from a qualifying federal funding source, either in whole or in part, Service Provider herewith accepts responsibility for complying with applicable provisions of federal law, including, but not limited to, the Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and, Record Retention Requirements (2 CFR § 200.324).

**28. PERFORMANCE AND DEFAULT**

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, ACS shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of ACS, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

In case of default by the Contractor, ACS may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**29. TRANSFERABILITY OF CONTRACT**

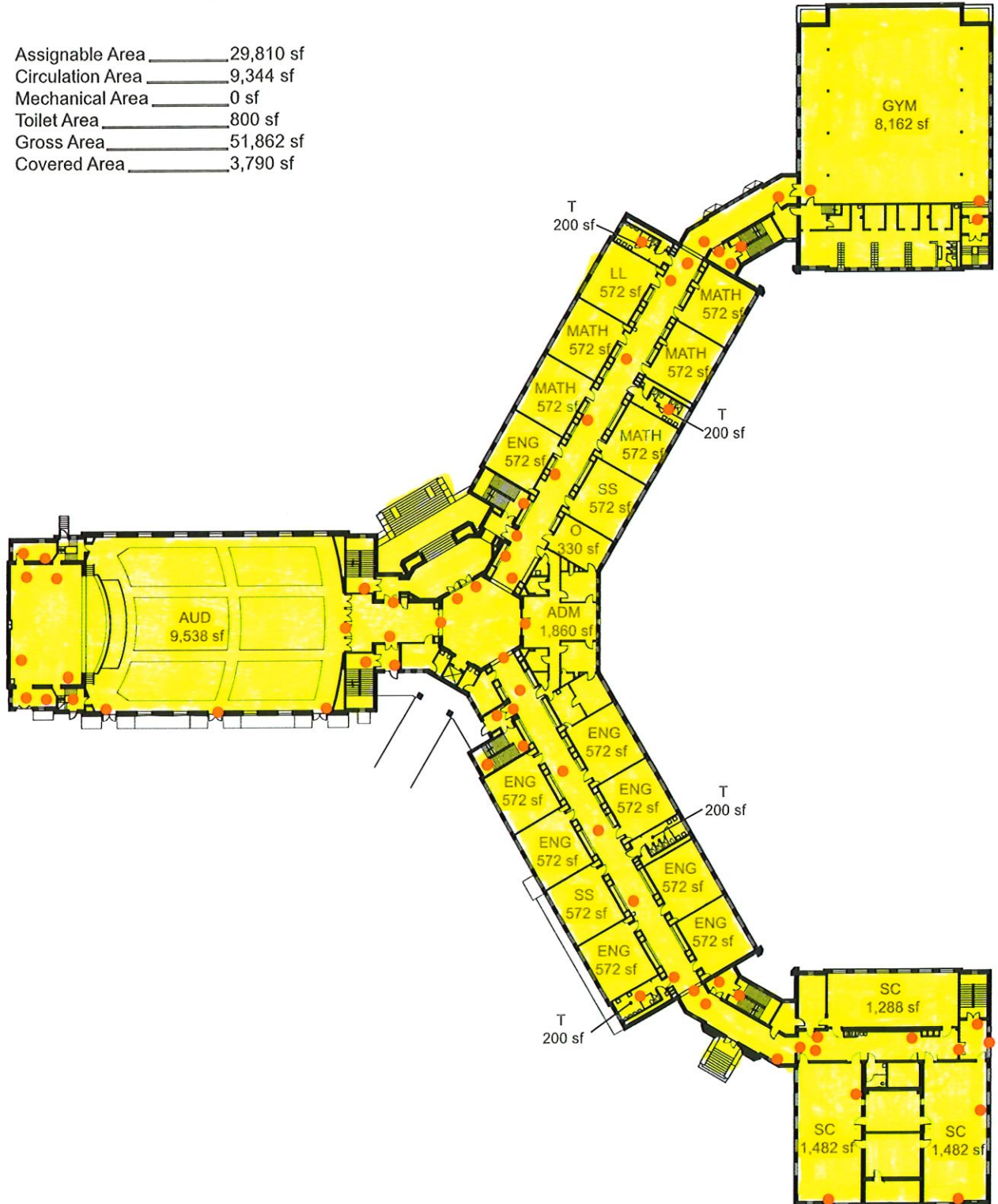
Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of ACS, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.



Property Accounting Survey-  
Main Building-Plan Data



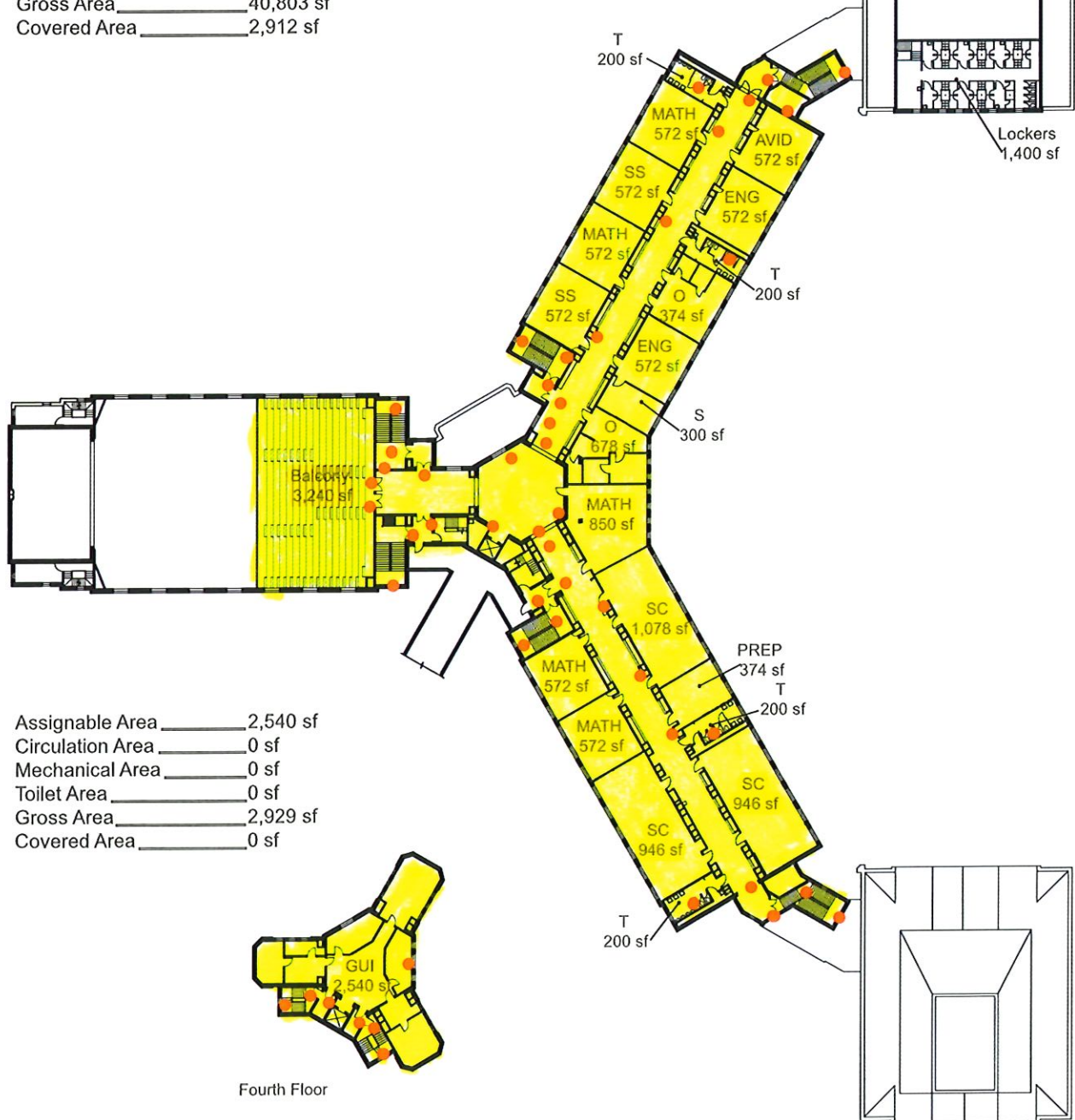
Assignable Area	_____	29,810 sf
Circulation Area	_____	9,344 sf
Mechanical Area	_____	0 sf
Toilet Area	_____	800 sf
Gross Area	_____	51,862 sf
Covered Area	_____	3,790 sf



Property Accounting Survey-  
Main Building-Plan Data

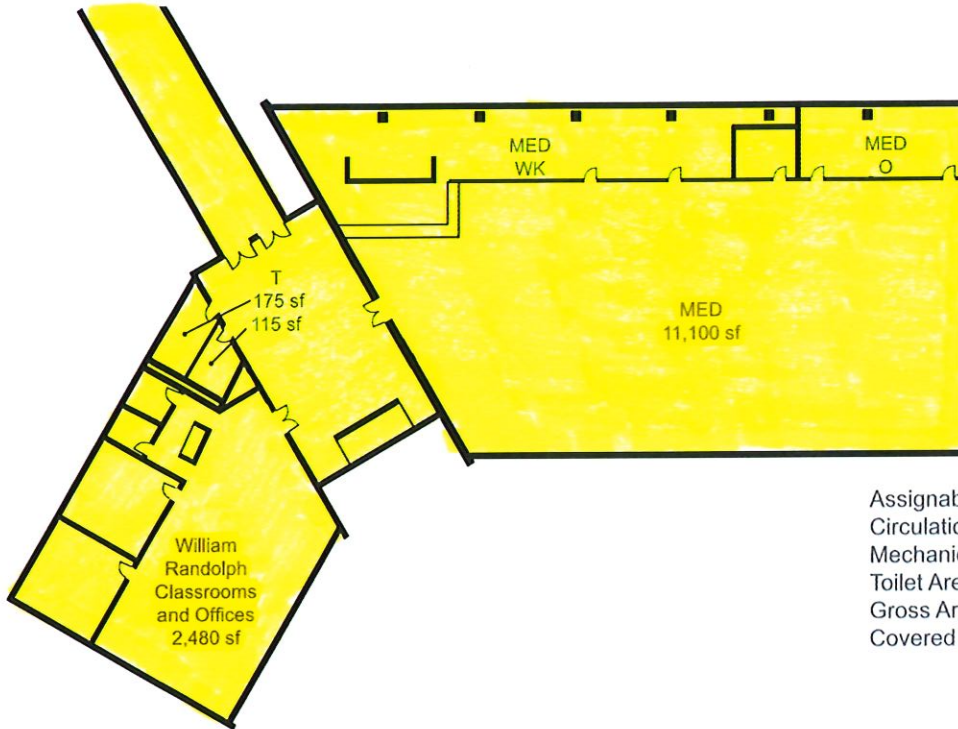


Assignable Area	_____	16,642 sf
Circulation Area	_____	8,090 sf
Mechanical Area	_____	0 sf
Toilet Area	_____	857 sf
Gross Area	_____	40,803 sf
Covered Area	_____	2,912 sf

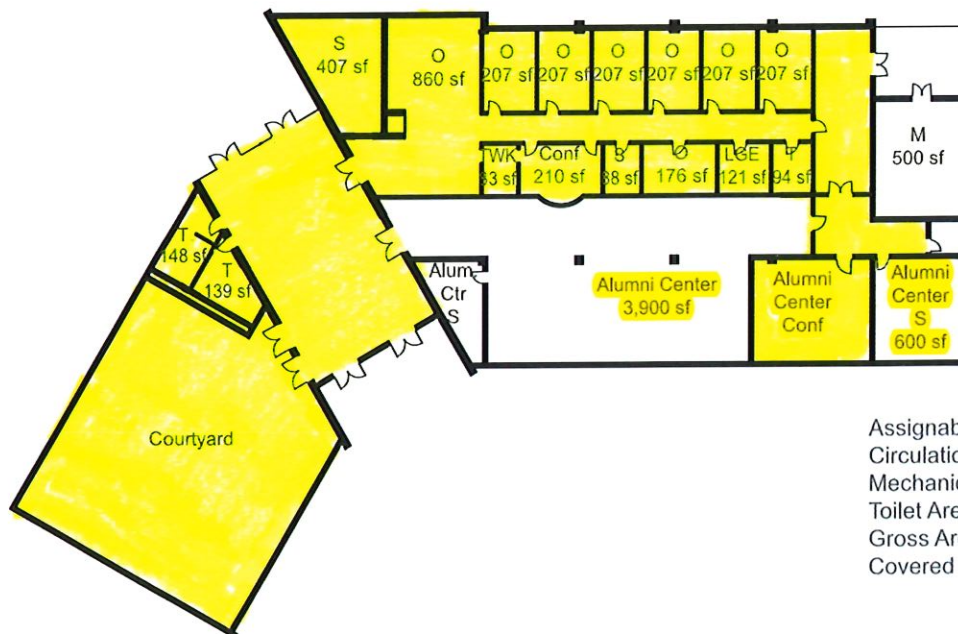


Assignable Area	_____	2,540 sf
Circulation Area	_____	0 sf
Mechanical Area	_____	0 sf
Toilet Area	_____	0 sf
Gross Area	_____	2,929 sf
Covered Area	_____	0 sf

# Property Accounting Survey- Media/ Student Center Building-Plan Data



Assignable Area	_____	13,845 sf
Circulation Area	_____	995 sf
Mechanical Area	_____	0 sf
Toilet Area	_____	290 sf
Gross Area	_____	14,648 sf
Covered Area	_____	0 sf



Assignable Area	_____	11,100 sf
Circulation Area	_____	1,528 sf
Mechanical Area	_____	0 sf
Toilet Area	_____	290 sf
Gross Area	_____	14,648 sf
Covered Area	_____	2,998 sf

Property Accounting Survey-  
Cultural Arts Building &  
Cafeteria - Plan Data

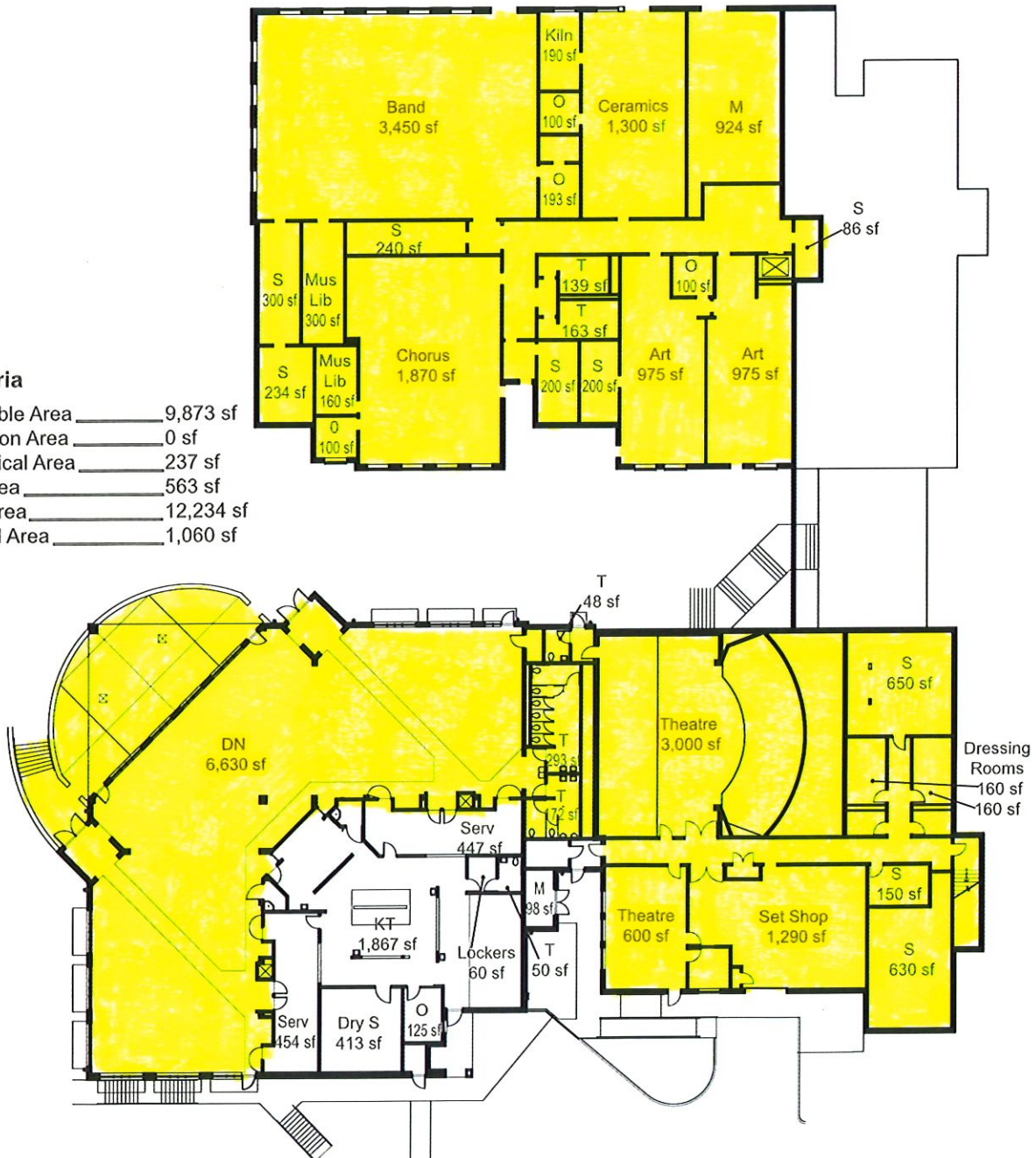


Cultural Arts Building

Assignable Area	_____	17,064 sf
Circulation Area	_____	1,323 sf
Mechanical Area	_____	1,010 sf
Toilet Area	_____	481 sf
Gross Area	_____	23,247 sf
Covered Area	_____	0 sf

Cafeteria

Assignable Area	_____	9,873 sf
Circulation Area	_____	0 sf
Mechanical Area	_____	237 sf
Toilet Area	_____	563 sf
Gross Area	_____	12,234 sf
Covered Area	_____	1,060 sf



Property Accounting Survey-  
Cultural Arts Building &  
Cafeteria - Plan Data



**Cultural Arts Building**

Assignable Area	_____	16,574 sf
Circulation Area	_____	1,531 sf
Mechanical Area	_____	333 sf
Toilet Area	_____	682 sf
Gross Area	_____	22,540 sf
Covered Area	_____	1,139 sf



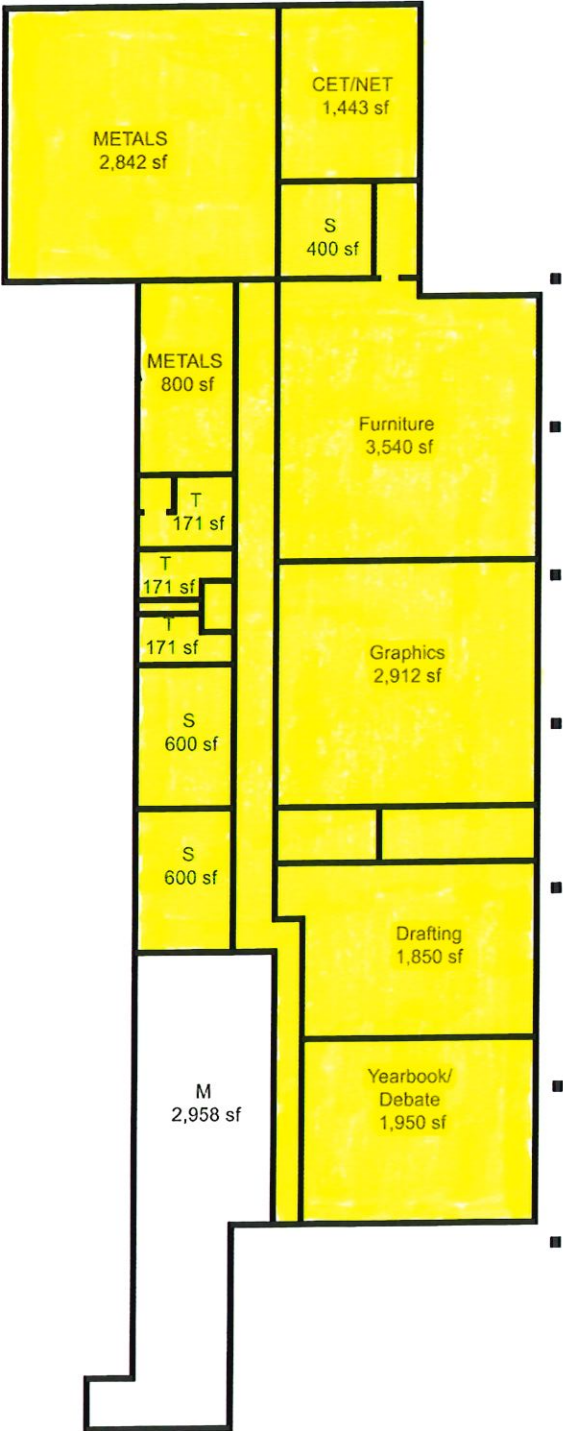
Property Accounting Survey-  
Vocational Building -Plan Data



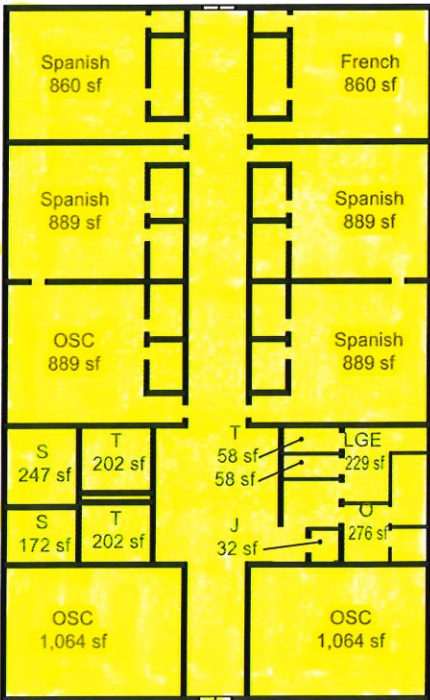
Assignable Area	_____	21,664 sf
Circulation Area	_____	2,681 sf
Mechanical Area	_____	132 sf
Toilet Area	_____	886 sf
Gross Area	_____	29,714 sf
Covered Area	_____	7,168 sf



Property Accounting Survey-  
Vocational Building-Plan Data



Assignable Area	_____	17,177 sf
Circulation Area	_____	1,616 sf
Mechanical Area	_____	2,958 sf
Toilet Area	_____	513 sf
Gross Area	_____	24,424 sf
Covered Area	_____	0 sf



Upper Floor Plan

Assignable Area	_____	8,328 sf
Circulation Area	_____	2,328 sf
Mechanical Area	_____	32 sf
Toilet Area	_____	520 sf
Gross Area	_____	13,950 sf
Covered Area	_____	0 sf

Lower Floor Plan

