SUPERINTENDENT APPROVAL OF PURCHASE OR CONTRACT RENEWAL

Request for Payment ☐ New Contract/Agreement ☑

Addendum/Amendment ☐ Annual/Renewal ☐

Vendor Name: ABM, The Budd Group, Interstate Premier BIB#

Specific Description:

Custodial Services for BCSD with ABM, The Budd Group and Interstate Premier.

Purpose/Outcome:

To execute a contract with the three awarded vendors to provide custodial services for BCSD

*There is a cost savings from July through Sept. that will reduce the estimated annual cost for the first year by approximately $530,000

Term: 1 Year with 4 - 1 Year extension options.

Funding Source: 100254XX-532200 ✓ KA 8/15/24

Special Revenue:_____(Initial) Capital/Referendum/8%_____(Initial)

Costs: $ 9.4 million annually* Procurement Method: RFP 24-022

**Over $749,579,711.00 Board Approval Required:_____ (Initial)

MOUs and MOAs - Reviewed by Legal:_____ (Initial)

Requested by:

_____ Date:_____

If applicable, by signing as the requester, you are confirming you have read and understand Proviso 1.93 (SDE: Partisanship Curriculum) and that the services provided by the contractor are in compliance with the order. Questions regarding the Proviso may be directed to the BCSD Legal Department.

APPROVED BY:

Chief Officer: [signature] Date: 8/15/24

CFO: Tonya Crosby Date: 8/19/24

Superintendent: [signature] Date: 8/20/24

UPDATED BY KMY 06/2024

CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

CUSTODIAL SERVICES

This contract is made on the 1st day of October 2024, by and between Beaufort County School District (BCSD) and ABM Industry Groups, LLC (Contractor).

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

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

1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications and all terms and conditions within the BCSD Request for Proposal (RFP) #24-022 solicitation and the Contractor proposal in response to the RFP shall be made part of the Contract as if incorporated therein.

2. **SCOPE OF WORK.** The contractor shall provide all services, materials, and equipment necessary for custodial services for BCSD to meet requirements within the BCSD Request for Proposal (RFP) #24-022 solicitation. The contractor shall be responsible for the following locations: Bluffton Group 2, and Beaufort Group 2.

3. **TERM.** This Agreement shall commence on the date above and the base term of the agreement shall be for one (1) year. BCSD has the option to renew the Agreement for four (4) one (1) year terms. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. **COMPENSATION**. In consideration of Contractor's performance of its obligations under this Contract, District shall pay Contractor a Contract Price for each Fiscal Year, divided into twelve (12) monthly payments. The Contract Price for the named two (2) BCSD Clusters during the period of October 1, 2024 through September 30, 2025 per Exhibit A (Price Sheet) will be Three Million One Hundred Forty Three Thousand Three Hundred Eighty Dollars and Eighteen Cents ($3,143,380.18) annually or Two hundred Sixty One Thousand Nine Hundred Forty Eight Dollars and Thirty Five Cents ($261,948.35)

monthly. Annual price adjustments shall be in accordance with Sections 7.1.20, 7.1.21 and 7.1.22 of the BCSD RFP #24-022 solicitation.

Invoices will be paid thirty (30) days net from the beginning of the month in which Services are to be provided, commencing with the October 2024 invoice to be paid no later than October 30, 2024 Payment will be via check or electronic funds transfer.

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

B. In the event that the District does not make payments on or before the dates due under this Agreement, Contractor may, at its option, terminate this Agreement at any time after giving thirty (30) days' prior written notice to the District unless all overdue amounts are paid on or before the end of the notice period.

C. District may set-off amounts otherwise due to Contractor for any of the following reasons:
   (1) non-performance or defective performance and the District's costs to cure or cover for the same, plus any other contract damages incurred by the District, after reasonable notice and opportunity to cure in light of the circumstances of the non-performance or defective performance;
   (2) unauthorized deviations from the scope of services provided in this Contract;
   (3) damage to the District, including, but not limited to, failure of the Contractor to indemnify District as required by this Contract; or
   (4) failure of the Contractor to correct damage to the District's property, as required by this Agreement.

D. District shall give written notice to Contractor as to why payment has been set-off. When the grounds for setting-off payment are removed, payment shall be promptly made for amounts set-off because of them.

E. Any permanent changes in staffing levels that differ from what has been negotiated, will require approval from the Chief Operations Officer.

5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

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

7. **NOTICES**. All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given ABM Industry Groups, LLC, 14141 Southwest Freeway, Suite 400, Sugar Land, TX 77478.

8. **WHOLE AGREEMENT**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

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

AGREED:

ABM Industry Groups, LLC

By: _____

Jonathan Romines,
Senior Vice President of Operations

Beaufort County School District

By: _____

Dr. Frank Rodriguez
Superintendent

Exhibit A

PRICE SHEET

RFP 24-022
Beaufort County School District
Pricing Schedule for Custodial Maintenance

LOCATION	Monthly Cost	Annual Cost
Beaufort Group 2		
Battery Creek High School		
Beaufort Middle School		
Beaufort Elementary School		
Broad River Elementary School		
Port Royal Elementary School		
District Educational Services Center		
Adult Education – 1300 King Street		
Total Beaufort Group 2	**$ 124,262.90**	**$ 1,491,154.85**
Bluffton Group 2		
May River High School		
River Ridge Academy		
Pritchardville Elementary School		
Okatie Elementary School		
M.C. Riley Elementary School		
M.C. Riley Early Childhood Center		
Bluffton Maintenance Annex		
Total Bluffton Group 2	**$ 137,685.44**	**$ 1,652,225.33**
Total Contract Price	**$ 261,948.35**	**$ 3,1,43,380.18**

ADDITIONAL COSTS

SATURDAY SERVICE	
Area opened	
Minimum number of hours/custodian	4.0
Minimum cost per custodian	$84.00
Additional hour/custodian after minimum	$21.00/hr
SUNDAY SERVICE	
Area opened	
Minimum number of hours/custodian	4.0
Minimum cost per custodian	$84.00
Additional hour/custodian after minimum	$21.00/hr

Cleaning in Excess of Once Annually: May only be authorized by COO or Designee	($/SF)
Shampoo carpet	$0.25
Finish floors	$0.30
Damp Wipe furniture & locker ext.	$21.00/hr
Clean all exterior windows	$0.35
Clean all interior windows	$0.25
Clean all interior skylights	$0.50
Electrostatic Misting	$0.20
Power Wash:	
All entrances to buildings.	$0.30
All mobile units (Portables).	$0.30