



**BRANDYWINE
HEIGHTS**
AREA
SCHOOL
DISTRICT

200 W. Weis St.
Topton, PA 19562
www.bhasd.org

REQUEST FOR PROPOSALS (RFP)

Custodial Services and Snow Removal

For the

Brandywine Heights Elementary School

445 W. Barkley Street, Tipton, PA 19562

Brandywine Heights Intermediate/Middle School

200 W. Weis Street, Tipton, PA 19562

Brandywine Heights High School

103 Old Tipton Road, Tipton, PA 19562

Deadline: March 15, 2024 (11:00 am)

Table of Contents

1. [ADMINISTRATIVE AND CONTRACTUAL INFORMATION](#)
2. [INSTRUCTIONS TO BIDDERS](#)
3. [PROPOSAL EVALUATION PROCESS](#)
4. [GENERAL CONDITIONS](#)
5. [LEGAL CONDITIONS](#)
6. [GENERAL SPECIFICATIONS REQUIREMENTS AND SCOPE OF WORK](#)
7. [BID FORM](#)
8. [STATEMENT OF BIDDER'S QUALIFICATIONS AND PLANS](#)
9. [NON-COLLUSION AFFIDAVIT](#)

BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT

200 W. WEIS STREET

TOPTON, PA 19562

CUSTODIAL SERVICES FOR THE BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT

Administrative and Contractual Information

1. Purpose

The Brandywine Heights Area School District is seeking proposals to partner with a firm to

- Provide routine, daily cleaning services outside the regular instructional day for students at the Brandywine Heights Intermediate/Middle School, 200 W. Weis St. Tipton PA, 19562.
- Provide three (3) contracted FTE employees to work as custodians in the other two buildings of the School District (Elementary School and High School)

This document provides Bidders with sufficient information to enable them to prepare and submit a proposal for such services at the Brandywine Heights Area School District, 200 W. Weis St. Tipton PA, 19562 from July 1, 2024 through June 30, 2026; renewable annually for additional one-year terms, through June 30, 2028.

2. Issuing Office

This invitation for bids is made by the Brandywine Heights Area School District. The sole point of contact with the Brandywine Heights Area School District (BHASD) is Mr. Michael Wetzel, Director of Building and Grounds for any questions concerning the General Specifications and questions concerning the bidding process or the Instructions to Bidders.

Contact information: micwet@bhasd.org

3. Bid Opening Date and Submission Deadline

Bids to be considered must be received no later than **11:00 a.m. on March 15, 2024** by the Brandywine Heights Area School District, 200 W. Weis Street, Tipton, PA 19562, ATTN: Mr. Michael Wetzel, Director of Building and Grounds. It is the responsibility of the bidder to assure that the completed bid has been received by the School District by the date and time specified herein.

4. Scope

The specifications for this request for bids contains Administrative and Contractual Information, Instructions to Bidders, General Conditions, General Specifications and Requirements, Statement of Bidder's Qualifications and Plans, and a Bid Form. In addition to the information required by this document, Bidders may submit any information other than price the Bidder believes differentiates Bidder from other vendors and will be helpful to the school district in making a decision.

5. Site Inspection/Walk Through

A **mandatory** site inspection and walk-through shall be held at **10:00 a.m. on February 29th** Brandywine Heights Area School District, 200 West Weis Street, Tipton PA 19562. During the site inspection, Bidders shall familiarize themselves with all conditions.

Any questions that arise prior to, or subsequent to, the site inspection and walk-through shall be submitted by email to Mr. Michael Wetzel, Director of Building and Grounds – micwet@bhasd.org

6. Incurring Costs

The BHASD is not liable for any cost incurred by bidders prior to the issuance of an agreement, contract, or purchase order.

7. Invitation to Bid

In the event it becomes necessary to revise any part of these specifications, addenda will be provided to all bidders who received these specifications.

8. **Bidders' Proposals**

Bidders must submit a bid proposal that is complete and in compliance with these specifications, including submission on forms provided herein.

9. **Economy of Preparation**

Bids should be prepared simply and economically, providing a straight forward, concise description of bidder capabilities to comply with the requirements of this invitation to bid. Emphasis in bidding should be on completeness and clarity of content.

10. **Submission of Bids**

All bids shall be submitted in a sealed envelope marked "SEALED BID - CUSTODIAL SERVICES". Mailed bids shall be included in two (2) envelopes, an exterior envelope with the mailing address and an interior sealed envelope marked with SEALED BID- CUSTODIAL SERVICES.

The destination for the delivery of bids shall be the
Brandywine Heights Area School District,
200 W. Weis Street
Topton, PA 19562,
Attention: Mr. Michael Wetzel, Director of Building and Grounds.

ALL BIDS MUST BE EITHER DELIVERED IN PERSON BY A COURIER SERVICE OR THE UNITED STATES POST OFFICE. The District is not responsible for mailed bids that arrive past the deadline.

The following items must be submitted as part of the sealed bid:

1. Bid Form
2. Bid Bond in form satisfactory to the school district or certified check – in the amount of 10% of the total amount of the bid (referred to as "Bid Security"). Such amount will be forfeited to the school district if notice of intended award is given to the Bidder and the Bidder does not complete additional required steps.
3. Statement of Bidder's Qualifications and Plan
4. Non-Collusion Affidavit

The school district may declare the Bid Security forfeited as liquidated damages if, following notice of intended award is given, within the firm-bid period, to the Bidder and such bidder thereafter fails to (i) deliver to the school district within the prescribed time the properly executed Performance Bond or (ii) deliver to school district within the prescribed time the properly executed Contract for Custodial Services and evidences of insurance. The Bid Security of all bidders will be returned (unless previously forfeited as aforesaid) upon (i) the execution and delivery of the Contract by the school district or (ii) the rejection by the school district of all bids or (iii) except in the case of any Bidder heretofore given notice of intended award, the expiration of the firm-bid period.

Within 20 days after notice of intended award is given to a Bidder, such Bidder shall deliver to the school district the Contract in form satisfactory to and as provided by the school district, the Performance Bond in form satisfactory to the school district, and the evidence of insurance.

The form of the Contract will be provided by the school district and will encompass all of the terms of the Contract Documents. The award and Contract shall be considered effective when the school district returns a copy of the Contract to the bidder signed by the school district.

Instructions to Bidders

1. **Rejection of Bids**

The Brandywine Heights Area School District expressly reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which is in the best interest of the School District.

2. **Terminology**

Where the term "Board" appears in these specifications, it shall mean the Brandywine Heights Area School District Board of Directors. Where the term "Bidder" appears, it shall mean the organization proposing to supply custodial services as per these specifications, if awarded a contract by the School District Board

3. **Contract Term**

The custodial services shall cover the period of approximately July 1, 2024, to June 30, 2026. This contract may be renewed annually as of July 1st of each year, for two (2) successive one-year terms, under the terms and conditions as set forth in these documents if both the bidder and the Brandywine Heights Area School District agree in writing to such an extension no later than thirty (30) days prior to the expiration of the last contract term.

4. **Termination of Contract**

The BHASD reserves the right to unilaterally terminate this contract, at any time, and for any reason, including, but not limited to the determination that the Bidder's performance is unsatisfactory, without penalty to the BHASD. In the event of termination or expiration of the Contract, all provisions requiring indemnification by the Bidder shall survive, and the school district shall retain all remedies available under applicable law in addition to termination. The contract shall be terminated after providing a written (30) thirty-day notice.

5. **Determination of Award of Contract**

No contract shall be awarded until the proposals have been examined and the award authorized by the Brandywine Heights Area School District Board. In determining the **winning proposal**, the firm or persons submitting a proposal shall meet the following requirements:

- a. Maintain a registered place of business in the Commonwealth of Pennsylvania;
- b. Have sufficient manpower to do the work properly and expeditiously and itemized on the bid document;
- c. Have a satisfactory financial status that is acceptable to BHASD to meet obligations incident to the work;
- d. Bid clearly states an understanding of services to be provided;
- e. Experience with public LEA (local educational agency) as outlined in the specifications for a minimum of three (3) years prior to this year;
- f. Knowledge of and comprehension of all laws and regulations pertaining to Pennsylvania school operations within the scope of the services to be provided but not limited to:
 - i. Pennsylvania Public School Code of 1949
 - ii. Pennsylvania School Law
- g. Qualifications of staff as outlined in the specifications;
- h. Size and structure of the Bidder's firm, considering the scope of the services to be provided;
- i. Bidder's firm free of all obligations and interests that might conflict with the best interests of the BHASD;
- j. Practice ethical business conduct of the highest standard;
- k. Cost factors to perform the specified services.

6. **Bidder's Status Prior to Execution of Contract**

No rights shall accrue to any organization submitting a bid until such bid has been accepted and the Contract has been executed by the Bidder and the duly authorized representatives of the school district and delivered to the Bidder.

7. **Execution of the Bid**

Bid Form shall be executed in the following manner.

- a. INDIVIDUAL: Where the bidder is an individual, a personal signature shall be affixed.
- b. PARTNERSHIP: Where the bidder is a partnership, the bid shall be signed in the name of the partnership, followed by the signature of a partner.
- c. CORPORATION: Where the bidder is a corporation, the bid shall be executed in the name of the corporation, signed by the president or vice-president, and by the secretary or assistant secretary thereto, or if the bid is submitted by an agent other than the above, he/she shall submit evidence of authority certified by the secretary of the corporation under corporate seal.
- d. LIMITED LIABILITY COMPANY: Where the bidder is a Limited Liability Company, the bid shall be executed in the name of the Company, and signed as appropriate by an officer, manager, or member authorized to sign contracts on behalf of the Company.
- e. Where the bidder is trading under the Fictitious Names Act, the Bid shall include the fictitious name and the names of the persons or corporations conducting said business.

8. **Instructions for Non-Collusion affidavit**

- a. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- b. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- c. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- d. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- e. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- f. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Proposal Evaluation Process

An Evaluation/Selection Committee, consisting of District personnel, will convene, review, and discuss all proposals submitted. The Evaluation/Selection Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed below.

	Maximum Points
1. Executive Summary	5
2. Experience and Qualifications of Proposing Firm	20
Company Background	
Experience with School Districts and Government Agencies	
References	
Financial Stability	
3. Company Organization & Qualifications of Staff	20
4. Human Resources	10
Recruiting, Hiring and Documentation Policies	
5. Proposed Scope of Services	25
Proposed Organization chart	
Proposed Staffing Recommendations	
6. Training	10
7. Quality Control	30
Standard Cleaning Procedures	
8. Pricing	30
<hr/>	
Total	150

The Evaluation/Selection Committee will interview, at a time and date shortly after the evaluation is complete, and if applicable, negotiate further terms and conditions, including price with the highest ranked proposer.

Tentative Interview date is scheduled for the week of March 18, 2024. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations and interviews with the next highest ranked proposer and continue this process until agreement is reached.

The Business Manager will prepare and submit an agenda item for Board consideration of the Evaluation/Selection Committee recommendation.

The School Board may award or reject any or all proposal(s).

No bid shall be accepted from anyone who is in arrears to the School District upon debt or contract, or who is a defaulter on surety or otherwise upon any obligations to said School District, or whose work heretofore has proven unsatisfactory or dilatory.

General Conditions

1. These specifications shall become a part of the Contract, to be entered into between the successful Bidder, hereinafter called "the Bidder", and the Brandywine Heights Area School District Board, hereinafter called "the Board".
 - a. The Bidder agrees, if awarded the contract, to furnish and deliver the said services at such times and at such places as herein specified, and that all of the services shall be subject to the inspection and approval of the Board and school district administration.
 - b. The Bidder shall provide services in accordance with all the terms, conditions, and provisions of these specifications under the supervision and to the satisfaction and approval of the Board and school district administration.
 - c. Should the Bidder at any time fail to perform the work in accordance with these specifications and to the satisfaction of the Board, the Board is hereby authorized to employ some other person, persons, or company to provide the services and to charge the same to the Bidder, and for that purpose to retain any monies still due him upon his contract, to meet such payments, and Bidder shall be liable for and shall pay any costs and expenses incurred by the Board in completion of the work in excess of the monies that may still be due him for what the Bidder has done, so that the Board shall sustain no loss, cost, or expense beyond the contract price by reasons of such default of the Bidder.
 - d. Any damage caused by the services of the Bidder shall be repaired by the Bidder at their own expense.
 - e. The successful Bidder shall not assign the performance of the contract, nor any portion thereof, to others without the express consent, in writing, from the Board. The use of transportation equipment owned by others and not under long term lease to the Bidder shall not be permitted.
 - f. All contracts will be entered into under and subject to the provisions of the Public School Code of 1949 of the Commonwealth of Pennsylvania, approved March 10, 1949, P.L. 30 and its supplements and amendments, and the successful bidder agrees to satisfy the Board concerning all of the requirements of the laws of Pennsylvania governing bidders and Bidders on contracts with school districts.

2. Hold Harmless Clause

In addition to the insurance requirements contained herein, the Bidder shall also defend, indemnify and hold harmless the Board, the participating sites, directors, administrators, and employees (collectively referred to as "Indemnitees") from and against any and all claims, suits, judgments and demands whatsoever, including, without limitation, costs, litigation, expenses, counsel fees and liabilities with respect to injury to or death of any person or persons whatsoever, or damage to property of any kind by whomsoever own, arising out of, or caused or claimed to have been caused in whole or in part by the acts or omissions of the Bidder, its officers or employees or any other person directly or indirectly employed by the Bidder while engaged in the performance of the contract specifications or any activity associated therewith or related thereto.

The Bidder shall, at all times, indemnify and save harmless the Indemnitees of and from all claims for Workmen's Compensation which may be made by any of the employees of the Bidder or by any of the employees to whom the Bidder may have let the performance of any part of the work embraced by this contract and the Bidder shall appear for and defend the owner against any and all such claims. The Bidder shall be covered by Employers' Liability Insurance in amounts as required by Pennsylvania Law.

3. Insurance

- a. Certificates of Insurance certifying the required coverage are to be provided by the successful Bidder within twenty (20) days of receipt of notice of award.

- b. The Bidder shall not commence work under this contract until all insurance coverage required under these specifications has been approved by the Board nor, shall the Bidder allow any subBidder to commence work until all similar insurance coverage required of the subBidder has been so obtained and approved.
- c. The Bidder shall acquire and maintain during the life of this contract such public liability and property damage insurance as shall protect his/her company and any subBidder performing work under this contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages which may arise from operations under this contract, whether such operations be by himself or any subBidder or anyone directly or indirectly employed by either.
- d. All bidder liability insurance policies shall name BHASD as additional insured.
 - i. The Bidder shall maintain a \$1,000,000 each occurrence specific liability insurance policy from an "A" Best rated company.
 - ii. Worker's Compensation:
 - 1. State – Statutory
 - 2. Applicable Federal – Statutory
 - 3. Employer's Liability – \$100,000/500,000/100,000
 - iii. Comprehensive General Liability (including Premises-Operations; Independent Bidder's Protective; Products and Completed Operation; Broad Form Property Damage); \$500,000
 - 1. Bodily Injury:\$1,000,000 each occurrence/3,000,000 annual aggregate.
 - 2. Property Damage-\$1,000,000 each occurrence/3,000,000 annual aggregate.
 - 3. Property Damage Liability Insurance.
 - iv. Contractual Liability:
 - 1. Bodily Injury: \$1,000,000 each occurrence.
 - 2. Property Damage: \$1,000,000 each occurrence/3,000,000 annual aggregate.
 - v. Personal Injury, with Employment Exclusion deleted: \$1,000,000 annual aggregate.
 - vi. Comprehensive Automobile Liability:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 each person.
 - vii. Umbrella Excess Liability: \$1,000,000 over primary insurance.
 - viii. Proof of Coverage of Insurance: The Bidder shall furnish the Owner with satisfactory proof of the insurance required.

4. Regulatory Agency

The Bidder(s) shall perform the work under the contracts in accordance with the rules, regulations and directives of all Local, State and Federal agencies having jurisdiction over the work.

In compliance with the Act of Assembly, the Bidder further covenants, and agrees to accept, the provisions of the Pennsylvania Workmen's Compensation law, and any supplements or amendments thereto.

5. Performance Bond

A Performance Bond in form satisfactory to the school district in the amount of 100% the value of one (1) year of the contract shall be submitted together with the signed Contract: The Bond shall be renewed before the start of each year for the duration of the Contract.

Legal Conditions

1. The Advertisement for RFPs, Bids, Administrative and Contractual Information, Instructions to Bidders, General Conditions, Special Conditions (if any), the General Specifications and Requirements or bid forms, and notice of intended award, Statement of Bidder's Qualifications and Plans, Bid Form and Contract for Custodial Services shall be collectively known referred to as the "Contract Documents" and together shall form the contract between the parties.

2. The Bidder will be responsible for any damage to property caused by Bidder or his agents. Bidder further covenants and agrees to assume and does hereby assume all liability for and shall and does agree to indemnify and save harmless the Indemnitees against any loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance and to furnish certificates thereof, as required by the Brandywine Heights Area School District.
3. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
4. The Bidder agrees that in hiring employees for the performance of the work under this contract, no person acting on behalf of such Bidder, shall by reason of race, color, religious creed, ancestry, age, sex, national origin or non-job-related handicap or disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. No Bidder or any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, religious creed, ancestry, age, sex, national origin or non-job-related handicap or disability. This contract may be canceled or terminated by the owner and all money due or to become due may be forfeited for a violation of the terms or conditions of this portion of the contract. Also, the Bidder shall comply with all provisions of the Pennsylvania Human Relations Act.
5. Bids shall include all charges for any permits, including local municipal fees.
6. Parts of these buildings are unattended during the hours when custodial services will be rendered. Additionally, there are occasions when school aged children are in the building when custodial personnel will be present. Therefore, in addition to all the other terms and conditions of this Invitation to Bid, the following shall apply:
 - a. No Contract will be awarded to any bidder who has been convicted of, or pleaded guilty to, any crime of theft of any degree, as defined in the Pennsylvania Crimes Code. A bidder awarded a contract may not assign to this location any employee who has been convicted of, or pleaded guilty to, any crime of theft of any degree as defined in the Pennsylvania Crimes Code. This condition is regarded as material and its breach will render void any contract awarded pursuant to this Invitation to Bid.
 - b. No Contract will be awarded to any bidder who is named as a perpetrator in a founded report of child abuse as defined in the Child Protective Services Act. A bidder awarded a contract may not assign to this location any employee who is named a perpetrator in a founded report of child abuse as defined in the Child Protective Services Act. This condition is regarded as material and its breach will render void any contract awarded pursuant to this Invitation to Bid.
 - c. The bidder must comply with **APPENDIX "D" – Background Checks** with respect to clearances for all individuals providing services under the Contract.

EVENING CUSTODIAL SERVICES FOR THE BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT

GENERAL SPECIFICATIONS REQUIREMENTS

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SCOPE OF WORK

1. **Cleaning Responsibilities:** The Bidder is to supply all labor and supervision for the successful operation to complete the contract under these specifications. All work shall be done in a first-class manner and shall be subject to the inspection and approval of the School District. The Bidder shall ensure that all cleaning standards are maintained at all times. Bidder shall be responsible for the general cleaning and custodial services in accordance with the detailed specifications (see Appendix A.) The work is to be performed at those hours mutually agreed upon.

Additional responsibilities - In addition to routine cleaning, non-cleaning tasks are required during normal Bidder cleaning operations. Non-cleaning duties include, but are not limited to, the following examples:

- a. Setting up/tear down for events
 - b. Unlocking and locking the facility for events
 - c. Light Maintenance work
 - d. Snow Removal (see Appendix C)
 - e. Other related duties as assigned
2. **Cleaning Schedule:** During the period from approx. the first week of August to the second week of June, the crews provided by the Bidder shall be scheduled in such a way that supports our school year calendar. Summer schedules are noted separately below.

Work will begin at or about Sunday night through Friday night.

Weekend work (snow, emergencies, or events) may be required at a reduced crew level. Additional weekend hours may be billed separately at an agreed upon rate.

3. **Reports:** Monthly reports shall be submitted to the Facilities Office together with two (2) copies of the monthly invoice. This report is to be divided into four (4) sections:
 - a. Hours actually worked, per day.
 - b. Training accomplished, per week.
 - c. Action taken on unsatisfactory inspections, if any, and their results.
 - d. Special projects - It is in this section that the Bidder may detail any special projects/efforts or accomplishments, above the required minimum, that have been taken.

4. **Schedule:**
 - a. Monday - Friday expectations = Normal cleaning shall be conducted on a routine, daily basis, outside of the instructional hours of operation. The District reserves the right to make schedule changes at any time. This includes, but is not limited to, daily building scheduling, adding or canceling scheduled weekend events, etc. The District will attempt to give as much advanced notice as possible for any changes.

- b. Sunday evening = Previously, the District has operated with 3 shifts of staffing. The gym section, wrestling room, locker rooms and bathrooms, will need to be cleaned on a late Sunday evening schedule to have facilities prepared for school on Monday morning. This schedule would be approximately 8pm to midnight.

5. **Personnel:** The Bidder shall provide ample staff to satisfactorily perform the duties of this contract. The Bidder shall also provide a total of three (3) staff hired as full time employees to work in the Elementary School and High School as custodial staff. Consideration shall be given to existing contracted employees.

Daily Checklist - The School District and the Bidder shall design and implement a daily check-off sheet to be located in each building. The daily check sheet shall include the following: 1) personnel assigned to the building; 2) hours worked; 3) areas of the building cleaned in accordance with the contract. The failure of a Bidder to maintain this daily check sheet may, at the School District's discretion, be sufficient reason for the School District to terminate this contract.

This daily log shall be signed by supervisory representatives of the Bidder and shall be used as an aid in monitoring the performance of the contract.

List of staff - The Bidder shall provide the BHASD with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times by cellular phone. In addition, the Bidder must provide a complete listing of employees on a monthly basis to the School District representative. In addition, the Bidder shall maintain a file of "Child Abuse Clearances" and "Criminal Background Checks" for all current employees in the Business Office and a complete roster of current employees in the Facilities Office.

Contracted Employee Expectations -

- The District will require all of the Bidders employees to exhibit the following traits.
- Able to read, write and speak English.
- Courteous to all staff, students, and visitors in the facilities.
- Able to work with minimal supervision.
- Able to work under pressure to deal with emergencies or time sensitive events.
- Able to dress in an appropriate manner. This includes proper personal hygiene.
- Comply with the existing District job expectations.
- Ability to perform the custodial duties as outlined in our cleaning checklist

6. **Conduct of Personnel:** The Bidder is responsible for the conduct of its personnel.

At no time shall the Bidder's personnel:

- Allow custodial closets to stand open and unattended.
- Leave custodial products and/or equipment unattended.
- Leave lights on or doors open in unattended sections.
- Allow family members, children, friends, etc. visit you at work.
- Congregate or have food/drink in unauthorized areas.
- Use any BHASD equipment other than for work purposes.
- Borrow school equipment for personal use.
- Play radios, or other similar devices, at a volume that impacts your ability to respond to other workers, the public or an emergency.

The Bidder must provide written policies and procedures with its Bid regarding suspected theft and other unlawful conduct by its personnel. The Bidder shall fully cooperate with the BHASD and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel

employed by the Bidder are found to have committed theft or other unlawful activities, the Bidder shall be responsible to the BHASD for restitution which will include, but not necessarily be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.

The BHASD reserves the right to require that the Bidder remove any employee from the BHASD Contract for unsatisfactory performance, appearance, behavior, or attitude.

7. **Supervision:** The Bidder shall designate a building supervisor/lead person at the Intermediate/Middle School and an individual to act as a Contract Manager. The hours and duties of these individuals are in addition to the minimum specified hours of service, and are to be scheduled in such a way that proper supervision is available at all times. Each shall have a copy of these General Specifications and Requirements in their possession at all times.

The building supervisor/lead person shall report to the building in sufficient time to allow for a thorough discussion of the scheduled activities and such other items that are included in the contract.

8. **Uniform:** All Contract personnel must wear, at all times: (1) an approved uniform, (2) an approved identification badge. No Contract personnel will be permitted to enter or remain on BHASD property unless both conditions are met.

All Contract personnel must wear clothing appropriate to the weather conditions for outside work as needed. This includes snow removal or other general duties.

9. **Security:** The Bidder is responsible for the security of the buildings during the cleaning operation. At the conclusion of the Bidder's working hours each day, the Bidder's building supervisor/lead person shall be responsible to see that the buildings are totally **locked** and **secured** unless otherwise directed. The Bidder shall be held responsible for any loss or damage caused by his failure to lock and secure a building.

If the Bidder fails to properly secure the buildings including such omissions as leaving doors unlocked, windows open or alarm system (where applicable) not activated, the School District will deduct the sum of \$150.00 for each incident from the payment due to Bidder when a building is not properly secured. Such deduction shall be used to compensate the School District for false alarms and for properly securing the School District.

Building access - The BHASD shall provide keys and card access to the Bidders daily employees. At no time shall copies be made of any keys or FOBs issued. A set of exterior door keys or FOBs for the building shall be issued to the Contract Manager. If the BHASD deems it necessary to re-key any locks due to inadequate key control/ management by the Bidder, the cost will be deducted from the monthly payment. Keys or FOBs shall not be traded between employees nor forwarded to new employees; the keys or FOBs are to be returned to the BHASD to be re-issued. There will be a \$50.00 charge for the replacement of any lost or stolen key or FOB. The BHASD reserves the right to inventory the Bidder's keys/FOB's at any time.

10. **Supplies and Equipment:** In addition to labor and staff supervision, the Bidder will manage equipment and cleaning supplies that are supplied by the District to perform the services required by these specifications. The BHASD shall provide all supplies such as hand soap, toilet paper, paper towels, facial tissues, trash can liners, cleaning chemicals, cleaning equipment, equipment replacement parts, equipment consumable parts, etc.

No chemicals or finishes are to be stored overnight in any open containers or buckets. At no time are any stale or outdated materials to be used. At no time shall custodial supplies, carts, etc. be kept in common

areas that allow students or visitors to gain access to chemicals or supplies. All custodial closets are to remain locked at all times.

The Bidder is responsible to keep the equipment in good working order and perform the required preventative maintenance to the equipment. Major equipment repairs will be taken care of by the District. All equipment is to be kept in working order and repaired when no longer performing properly. The Bidder is responsible, at their own cost, for repairing equipment damaged through negligence.

11. **Summer Cleaning:** The summer cleaning schedule will be created by the BHASD Administration in May. Typically, the custodial staff works a condensed schedule during the summer months. The Bidder is responsible to provide sufficient staffing for proper summer cleaning.
 - Hours of Work – The District will set summer work hours on the yearly basis prior to June 1st. Hours will be dependent on summer school classes, construction and other facility use issues. Historically the District has worked a 10 hour/4 day week schedule.
 - The Bidder must clean the rooms as directed by the District. This includes, but is not limited to, cleaning all furniture, shelving, windows, walls, lockers, sinks, fixtures, scrubbing and finishing VCT floors, stripping VCT floors, scrubbing hard tile floors, etc.
 - The Bidder will be required to work with the District to build a summer cleaning schedule on the yearly basis. This schedule will take into account any summer school programs, construction projects, etc. This schedule should be completed by June 1st of each year. All rooms, offices, bathrooms, cafes, gyms, etc. must be fully cleaned in the summer.
 - The Bidder will be required to staff any after hour or weekend events during the summer. Examples: Board Meetings, special events, etc.
 - The Bidder is required to extract all carpets during the summer.
 - The Bidder is required to have employees survey all areas during summer cleaning and turn in any maintenance repair requests on the daily basis.
12. **Procedures Book:** A Bidder-developed “BHASD Handbook” which focuses on the unique requirements of BHASD and Best Practices to serve the BHASD. The Bidder shall maintain the Procedures Book, specific to the building, that shall include, at a minimum:
 - Right-To-Know procedures
 - List of equipment maintained in the building
 - Maintenance and use Manuals for all equipment
 - Standard Company policies and procedures
 - Standard procedures for the completion of routine tasks
 - Daily routine or schedules for personnel assigned to the building
 - Emergency and safety procedures

The Bidder shall maintain, in the Facilities Department office, a Master Procedures Book(s), indexed and containing the following sections:

- Standard Company policies and procedures
- Standard cleaning procedures
- Equipment to be maintained on-site
- Right-To-Know procedures
- Staffing
- Daily routines or schedules
- Emergency and safety procedures

13. **Routine Building Checks:** The Bidders employees are required to check the boilers and pumps in their building at the start and end of their shift. The Bidders employees must be trained on boiler operations and how to reset the boilers if they are offline. The Bidders employees shall report any issues to their supervisor who shall contact the District as required. Problems can include water leaks, boilers not running, fuel leaks, electrical problems, etc.

The Bidders employees must report any issues related to the HVAC systems in the building they are working. This will include cold or hot rooms, leaks, units that are excessively loud, etc. Maintaining our HVAC is paramount to our operations.

The Bidder shall report, in writing, any damage that occurs as a result of this contract.

Furthermore, the Bidder shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

14. **Appropriate Staffing Level:** The "Architectural Size" of the BHASD Buildings is approximately 165,500 square feet; this is not the amount of space to be cleaned. It is the Bidder's responsibility (with BHASD approval) to determine the minimum number of employees to fulfill all the requirements of these specifications.

Minimum Pay Rates will be in accordance with state and federal regulations.

Regardless of the minimum specified staffing and hours, it is the Bidder's responsibility to maintain the standard of cleanliness specified in the contract. It is the responsibility of the Bidder to provide sufficient personnel to ensure that the minimum requirements are met and that the building is effectively cleaned on a daily basis. All employees are to log time in/out using a log-in sheet provided by the Bidder.

15. **Absenteeism:** Absenteeism is a significant factor that adversely affects the quality of the Custodial Services received by the BHASD. Each Bidder is to submit, and the successful Bidder is to maintain effective Recruitment and Retention plans. Sufficient Staffing Levels are to be maintained by the Bidder. The Bidder is to maintain a pool of Trained/Qualified substitutes, available at short notice, to ensure that the BHASD is sufficiently staffed in the event of illness or injury. The Contract Manager and/or Building Supervisor may be used to make up contracted hours. For each month of the contract that the deviation from (below) the minimum required hours exceed 5%, or for any consecutive three (3) day period, or for five (5) days in a given month, the BHASD reserves the right to make an appropriate deduction from the monthly invoice. The BHASD reserves the right to audit payroll records and/or timecards.

16. **Contract Performance:** The Bidder shall notify the BHASD immediately of conditions, which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Bidder shall notify the BHASD in advance of any condition or situation, which will affect the performance of the work under this contract. In either case, the Bidder shall submit a plan, in writing, of how the affected work is to be rescheduled.

17. **Inspections/Expectations of Cleanliness:** The BHASD shall inspect the buildings and report any deficiencies and all unsatisfactory performance to the Bidder.

- a. The Bidder will be granted a reasonable time to correct the deficiencies.
- b. In the event that this notice fails, the BHASD will correct the deficiencies at the BHASD Custodial overtime rate and deduct the cost from the monthly invoice.
- c. Should documented unsatisfactory performance continue beyond a thirty (30) day period, an additional penalty of \$1,500 a quarter may be deducted from the invoice until the deficiency is resolved.
- d. Routine (ie weekly) daytime service visit and walk through with the designated building contacts by Bidder rep.

- e. Monthly: submit written report of completed periodic work.
18. **Hiring of Staff:** Neither party hereto will hire personnel employed by the other, during the term of the contract, without written permission.
19. **References:** It is the BHASD's position that only a Bidder who has successfully demonstrated the ability to deliver Custodial Services to an Educational Facility similar in size and configuration to the BHASD can deliver service at the level required by these specifications. Therefore, each bidder shall submit as part of the bid, a list of **at least five (5) references**, complete with name, contact individual, location, telephone number, and type of facility. If applicable, at least three (3) of these references are to be Educational Facilities of a similar size and configuration, preferably in Pennsylvania. Failure to adhere to this requirement may be cause for rejection.
20. **Recycling Program:** Bidder shall comply with all requirements of the School District Recycling Program. This includes but is not limited to breaking down and proper disposal of all cardboard, use of only "clear" trash bags at all times and compliance with the building's specific plan.
21. **BHASD Holidays:** The BHASD observes these holidays, at which time the buildings are, or may be, closed. Custodial crews are expected to be scheduled so that the Bidder can assure the Owner that the buildings will be clean and ready to open following these District Student Holiday Breaks:
- Winter Break (Christmas Eve through New Year's Day)
 - Martin Luther King Jr Day (Snow makeup day)
 - Presidents Day (Snow makeup day)
 - Spring Break (Easter Week through Easter Monday - Monday to Wednesday are snow makeup days)
 - Memorial Day Break (Friday through Monday - Friday is a snow makeup day)
 - July 4th,
 - Labor Day
 - Thanksgiving Break (Thanksgiving Day through the Monday after Thanksgiving)
- Current staff holidays are as follows:
- New Years Day
 - Easter Friday and Monday
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - Day after Christmas
22. **Interruptions of Service:** In the event of a strike, act of God, or other event resulting in the closing of the buildings, no payment(s) shall be made for that period of time when cleaning services are not required/performed.
23. **Alcohol & Drug-Free Workplace:** All BHASD buildings and grounds are no smoking areas. It is the policy of the BHASD to establish and maintain an Alcohol & Drug-Free Workplace. The successful Bidder shall have in-place an effective Substance Abuse Policy (Drug and Alcohol), which conforms to the BHASD policies and all applicable Federal, State, and Local rules and regulations.

24. **Training and Retention:** Training, Employee Retention and Absenteeism, and Substance Abuse are all conditions that materially affect the level of Custodial Service that the BHASD receives from the Bidder. It is the BHASD's position that only a Bidder that has a formal, documented program in-place for each of these areas is capable of delivering Custodial Services at a level of effectiveness that will meet the BHASD's specifications. Therefore, each Bidder is to submit and the successful Bidder is to maintain their formal programs. Failure to adhere to this requirement will be cause for rejection.

The BHASD maintains that a formal training program with regularly scheduled sessions, individual tests for competency and training records is a necessary ingredient in the delivery of effective Custodial Services. The Bidder is to have, in-place, an on-going, effective, and documented training program that consists of two (2) parts, each of which contains, at a minimum:

- Orientation and training program prior to assignment to BHASD:

Job Prep. and Clean up	Chemical Safety (MSDS)
Hard Floor Care	Basic General Cleaning Procedures
Carpet Care	Daily Restroom Cleaning
Daily Office Cleaning	Blood Borne Pathogens
Ladder Safety	Sexual Harassment
Personal Grooming	Handbook Review
AHERA Training	PA Act 126
Workplace Bullying	Hazard Communications: Right to Understand
PPE	

- An in-service training program that occurs at regularly scheduled intervals through the year, with individual training records, documented attendance, and competency testing in the additional training sessions:

Infection Control	Job Prep. and Clean up
Chemical Safety (MSDS)	Right to Know
Body Mechanics	Basic Restroom Cleaning
Damp/Wet Mopping	Stripping/Refinishing Floors
Carpet Spot Removal	Spray Cleaning Hard Surfaces
Daily Restroom Cleaning	Daily Elevator Cleaning
Daily Stairwell Cleaning	Fabric/Upholstery Cleaning
Auto Scrubbing	Equipment Checks
Safety Requirements	General Safety
Office Cleaning	Dust Mopping
Spray Buffing	Carpet Vacuuming
Carpet Extraction	Furniture Cleaning
Ceiling/Wall Washing	Window Blind Cleaning
Window Washing	Team Building
Cleaning Standards	EEO/Affirmative Action Review
Sexual Harassment	Equipment Training
Safety	Handbook Review
Benefits Review	ADA
MSDS	Chemical Safety
Blood Borne Pathogens	Lifting Techniques
Personal Grooming	

25. **Termination:** The BHASD reserves the right to unilaterally terminate this contract, at any time, and for any reason, including, but not limited to the determination that the Bidder's performance is unsatisfactory, without penalty to the BHASD. In the event of termination or expiration of the Contract, all provisions requiring indemnification by the Bidder shall survive, and the school district shall retain all remedies available under applicable law in addition to termination. The contract shall be terminated after providing a written (30) thirty-day notice.

26. **Applicable Laws:** The laws to be applied to this agreement are those of the Commonwealth of Pennsylvania and the Bidder represents that he is familiar with all Federal, State, Municipal and Departmental laws, ordinances, and regulations, which may in any way affect the work of those employed herein, including, but not limited to, any special acts relating to the work or the project of which it is a part.

The Bidder must perform the work under the contract in accordance with the rules, regulations and directives of all local, state, and federal agencies having jurisdiction over their work.

The Bidder shall be responsible for the strict adherence to all Federal, State and Municipal codes and regulations, such as, but not limited to OSHA and Right-To Know.

PERFORMANCE SPECIFICATIONS and SUPPLEMENTAL INFORMATION:

- a. The tasks outlined and the frequencies discussed are not meant in any way to limit the scope of the Bidder's work, but rather as a guide to express the BHASD's expectations and establish minimum acceptable standards.
- b. For purposes of establishing a clear and organized outline, these tasks are broken down into three (3) sections:
 - i. Routine Tasks are outlined in Appendix "A". This work is regularly completed daily, weekly, monthly, or as required, as a part of the "daily routine", as established by the Bidder, to maintain the standard acceptable to the BHASD. Weather and building use may well dictate that additional tasks be completed to maintain this standard.
 - ii. Event Tasks are outlined in Appendix "B". This outlines general responsibilities for events during normal hours and on weekends.
 - iii. Snow Removal outside of normal hours as outlined in Appendix "C". This is a general overview of snow related duties.

It is not the intent of the BHASD to limit, in any way, the responsibility of the Bidder to perform all tasks necessary to deliver clean and safe buildings daily.

- c. Background Checks as outlined in Appendix "D". This designates the required background checks for all Bidder Employees.
- d. Current Staffing as outlined in Appendix "E". This is a general overview of our current staffing levels, assignments, and duties,

APPENDIX "A"

Routine Tasks

1. Areas to be cleaned:
 - a. Classrooms
 - b. Small Group Instruction rooms
 - c. Offices, Libraries and Conference/Meeting Rooms
 - d. Custodial, Storage Closets and Mechanical Spaces
 - e. Restrooms and Shower Rooms
 - f. Entrances, Lobbies, Hallways, Elevators, Corridors and Stairwells
 - g. Cafeterias, Faculty Rooms, Gyms, Multi-Purpose Rooms and Reception Areas
2. General Building Instructions
 - a. Standard Custodial Procedures are to be developed by the Bidder and submitted to the BHASD Representative for review, to ensure that these tasks are effectively completed in accordance with the specifications of both the custodial products/equipment being used and the surface/ building component on which it is being used.
 - b. Daily Custodial Routines (or schedules) are to be developed by the Bidder and submitted to the BHASD representative for review, to ensure that these tasks are uniformly and effectively completed in accordance with these specifications
 - c. Material Safety Data Sheets (MSDS) are to be properly displayed. All other Right-To-Know procedures are to be strictly followed.
 - d. Unless otherwise specified, exterior work is limited to the care of entrance mats and the sweeping and general maintenance of the ten to fifteen feet (10-15 ft.) surrounding the building entrances. It is to the mutual best interest of both the BHASD and the Bidder that these areas are kept free of dirt and litter. Minimal snow/ice removal at entrances is expected (light shoveling, salting). The BHASD will provide shovels, spreaders, and ice melt (see Appendix C.)
 - e. "Spot Wet Mop" means to mop the floor with a minimum of furniture moving/removal. "Wet Mop Entire Floor" means to move/remove all the furniture and clean the entire area.
 - f. BHASD and Bidder staff will complete light bulb/tube replacement. This needs to be taken care of on a daily basis in classrooms, offices, bathrooms, etc. Higher ceiling areas such as cafeterias or gyms need to be planned.
 - g. Marker/White Boards, unless otherwise directed, are to be cleaned twice a week.
 - h. Work Order completion by BHASD and Bidder staff:
 - i. Will complete work orders as assigned.
 - ii. Will enter work orders for any repairs that are required. A work order sheet will be completed and turned in to the lead custodian at the conclusion of the shift.
 - iii. All Custodial staff is required to complete light maintenance work orders. Examples – put tables or chairs together, tighten hardware on furniture, move furniture to/from storage, etc.

Classrooms and Small Group Instruction rooms:

Routine Cleaning	Daily	Weekly	Monthly	Semi-Annual/As Required
Dry Mop Floor	x			
Spot Wet Mop	x			
Wet Mop Entire Floor		x		
Scrub & Recoat Floor				x
Spray, Buff & Polish				x
Dust Tables, Desks, & Chairs	x			
Empty Trash Cans, Recycle Containers, & Pencil Sharpeners	x			
Clean & Dust Window Sills, Baseboard, & Moldings		x		
Clean Windows (Interior)				Twice/Year
Clean Door(s) Glass & Hardware (interior & exterior)(*)	x			
Spot Wash Walls, Remove Graffiti		x		
Clean/Dust Window, Blinds, & Vents			Twice/Month	
Clean & Disinfect desks, tables, counters, & other touch points	x			
Clean Trash Cans (*)			x	
Clean Lights				x
Clean Sinks & Sanitize Fountains (*)	x			
Change Light Bulbs as needed	x			
Complete High Dusting		x		

(*) Clean using a disinfectant or anti-microbial cleaning agent.

Offices, Libraries and Conference/Meeting Rooms:

Routine Cleaning	Daily	Weekly	Monthly	Semi-Annual/As Required
Dry Mop Floor	x			
Spot Wet Mop	x			
Wet Mop Entire Floor				
Scrub & Recoat Floor				x
Spray, Buff & Polish			Twice/Month	
Wash Tables, Desks, & Chairs				x
Change Light Bulbs as Needed	x			
Empty Trash Cans, Recycle Containers, & Pencil Sharpeners	x			
Clean Windows Interior			x	
Clean Door(s) Glass & Hardware (interior & exterior)(*)	x			
Spot Wash Walls, Remove Graffiti			x	
Clean/Dust Window, Blinds, & Vents			Twice/Month	
Clean & Disinfect desks, tables, counters, & other touch points	x			
Clean Trash Cans (*)			x	
Clean Lights			x	
Clean Sinks (*)	x			
Dusting Shelving & Cleaning Built-in Furniture (*)		x		
Spot Clean Upholstered Furniture		x		
Complete High Dusting		x		

(*) Clean using a disinfectant or anti-microbial cleaning agent.

Custodial and Storage Closets and Mechanical Spaces:

Routine Cleaning	Daily	Weekly	Monthly	Semi-Annual/As Required
Clean, Dry & Odor Free	x			
Dry Mop Floor		x		
Spot Wet Mop		x		
Clean Washer/Dryer		x		
Change Light Bulbs as Needed	x			
Empty Trash/Recycling Containers	x			
Clean Mops and Equipment (maintenance to reduce odor)	x			
Wash mops, rags, etc.	x	x		
Clean Door(s) Glass & Hardware (interior & exterior)(*)	x			
Spot Wash Walls, Remove Graffiti		x		
Clean Vents		x		
Clean Trash Cans (*)		x		
Clean Lights			x	
Clean Sinks (*)	x			
Complete High Dusting				

(*) Clean using a disinfectant or anti-microbial cleaning agent.

Restrooms, Gym and Shower Rooms:

Routine Cleaning	Daily	Weekly	Monthly	Semi-Annual/As Required
Dry Mop Floor	x			
Wet Mop Entire Floor (*)	x			
Clean and Sanitize all Fixtures (*)	x			x
Scrub Floor				x
Empty Trash/Recycle Containers	x			x
Clean and Refill Soap & Paper Towel Dispensers (*)	x			
Clean Mirrors	x			
Clean Windows Interior		x		
Clean Door(s) Glass & Hardware (interior & exterior)(*)	x			
Spot Wash Walls, Remove Soap, Stains, & Graffiti	x			
Clean All Vertical Surfaces (walls & stalls)(*)	x			
Machine Scrub, Power Wash, & Disinfect Floors			x	
Scrub, Power Wash, Disinfect Walls & Stalls; Remove Residue, Soap Scum & Marks		Shower Room	x	
Clean Vents and High Dusting		x		
Clean Trash Cans (*)	x			
Clean Lights				x
Clean Light Bulbs as Needed	x			

(*) Clean using a disinfectant or anti-microbial cleaning agent.

Entrances, Lobbies, Hallways, Corridors and Stairwells:

Routine Cleaning	Daily	Weekly	Monthly	Semi-Annual/As Required
Dry Mop Floor	x			
Spot Wet Mop	x			
Wet Mop Entire Floor (*)		x		
Scrub and Recoat Floor				x
Clean Walk-off Mats (including Exterior)	x			
Clean, Scrub, Extract Walk-off Mats (including Exterior)		x		
Sweep Ext. Entrance Area	x			
Spray, Buff, & Polish			Twice/Month	
Clean/Sanitize Water Fountains	x			
Empty Trash/Recycle Containers	x			
Clean Scrub Trash Cans (*)		x		
Clean Windows, Interior		x	x	
Clean Door(s), Glass & Hardware (Interior & Exterior)	x			
Spot Wash Walls, Remove Graffiti	x			
Dust Mop, Spot Clean Stair Trends, Risers, Landings, Railing, Balusters, & Base	x			
Wet Mop, Scrub Stair Treads, Riders, Landings, Railings, Balusters & Base		x		
Clean & Disinfect Desks/Tables and other Touch Points	x			
Clean Lights & Vents & High Dust		x		
Clean Light Bulbs as Needed	x			

(*) Clean using a disinfectant or anti-microbial cleaning agent.

Cafeterias, Lunchrooms (includes Kitchen), Multi-Purpose Rooms and Reception Areas:

Routine Cleaning	Daily	Weekly	Monthly	Semi-Annual/As Required
Wet Wipe All Table Surfaces & Chair Seats	x			
Dry Mop Floor	x			
Spot Wet Mop	x			
Wet Mop Entire Floor	x			
Spray, Buff & Polish			Twice/Month	
Scrub and Recoat Floor				x
Empty Trash/Recycle Containers	x			
Clean & Scrub Trash Cans (*)	x			
Clean Windows, Interior		x		
Clean Door(s), Glass & Hardware (Interior & Exterior) (*)	x			
Spot Wash Walls, Remove Graffiti	x			
Clean & Scrub Walls, Base & Moldings (*)			x	
Clean & Disinfect Desks/Tables and other Touch Points (*)	x			
Clean Lights & Vents & High Dust		x		
Clean Sinks & Sanitize Fountains (*)	x			
Clean Light Bulbs as Needed	x			

(*) Clean using a disinfectant or anti-microbial cleaning agent.

Carpeted Space (s)

Routine Cleaning	Daily	Weekly	Monthly	Semi-Annual/As Required
Vacuum Floor	x			
Spot Clean	x			
Extract Stairway/Landings			x	x
Extract Entire Floor				x

APPENDIX "B"

Event Cleaning

1. The Bidder will be responsible to set-up, tear-down and cleanup for events as required. The Bidder will be responsible for all events during normal hours of operations. This can include, but is not limited to, the following: board meetings, dances, fundraisers, graduation practice, graduation set-up, chorus risers, band risers, meetings, sporting events and banquets. The District will notify the Bidder of any set-up requirements
2. The Bidder is responsible to provide the same coverage for weekend or special events as directed by the District. This will include, but is not limited to, meetings outside of normal hours, Events, fundraisers, weekend tournaments and weekend testing. Coverage requirements will be set by the District for each individual event. The District will notify the Bidder of coverage dates, times and required staff levels.

APPENDIX "C"

Snow Removal

Location: Intermediate/Middle School facility

1. Snow Removal occurring during the 'regular' cleaning hours is included as part of contracted performed in lieu of normal cleaning procedures.
 - a. Additional Snow Removal Designated as an hourly rate in 'Bid Form'
2. Examples of snow procedures:
 - a. On a day school is closed due to inclement weather, staff clean snow in lieu of cleaning buildings since there are no students in school and the facility is not dirty. Once snow removal is completed, staff complete proactive cleaning duties
 - b. On a school day, staff clean snow with condensed cleaning schedule
 - c. Morning cleaning (i.e., 2-hour delay) or weekend cleaning of snow – staff clean snow at an additional hourly rate
3. Snow removal is required at times during and/or after the storm and will be dependent on the directive given by the Buildings and Grounds Department. Snow cleanup will be scheduled in the best interest of the School District opening school. Snow cleanup can be required 24/7 during the winter months. There will be days when snow cleanup will be required at 5:30am in order to open school that day.
 - a. Snow cleanup on any steps, all exits, handicapped ramps or sidewalks requires the snow to be completely removed from the asphalt or concrete areas. At no time is it acceptable to partially open sidewalks. Everything needs to be opened from curb to grass or grass to grass.
 - b. Snow shall always be plowed, blown or shoveled into the grass.
 - c. No snow is to be plowed, blown or shoveled back on the plowed parking lots unless directed by the Buildings and Grounds Department.
 - d. The Bidder will be responsible for cleaning up any snow or ice from the entrances, dumpster access points, fire hydrants, freezers, loading docks, sidewalks, meters/oil tank access points, steps, etc.
 - e. The Bidder will be required to distribute ice melt, as needed, on the above locations.
4. Snow Removal Equipment
 - a. Current snow removal equipment will be provided to the Bidder to use. The Bidder must train all employees on each piece of equipment prior to November 1st of every year. A signup sheet proving the training was held must be presented to the District. The Bidder is responsible to inspect equipment after cleanup and report any issues to the District.
 - b. Normal wear items like shovels, ice choppers, spreaders, etc. will be replaced by the District on the as needed basis. The Lead will need to monitor this equipment and notify the District if anything needs to be replaced.
5. Snow Removal Equipment Inventory
 - a. John Deere tractor with blade
 - b. Kubota tractor with blade
 - c. 3 Ariens Snow Blowers
 - d. Rotary Broom
 - e. Leaf Blowers
 - f. 1 pull behind spreader
 - g. Ice melt spreaders

APPENDIX "D" – Background Checks

1. Bidder Policies Relating to Bidder Employees. Bidder shall have in place policies conforming to this Attachment and applicable to any individual who provides services under this Agreement.
2. Background Information/Clearances and Related Steps Required for Individuals Having Direct Contact with Children.
 - a. Bidder is responsible to ensure that any individual who provides services under this Agreement is qualified and suitable for such position, including without limitation, obtaining and review by Bidder of background checks required by law.
 - b. At least ten (10) days before any individual provides services under this Agreement, in addition to review by Bidder, Bidder will submit to District background information on such individual, including:
 - i. [Act 151 PA Child Abuse Clearance](#)
 - ii. [Act 34 PA Criminal Record Check](#)
 - iii. [Act 114 Federal Criminal History Record Information \(CHRI\) Clearance \(FBI Fingerprinting\)](#)
 - iv. [Evidence of a Negative Tuberculosis Test \(within 3 months of service\)](#)
 - v. [Act 168 Sexual Misconduct/Abuse Disclosure\(s\)](#)
 - vi. [Arrest/Conviction Report and Certification Form](#)
 - vii. Drug Testing in accordance with District Board policy
3. Additional Requirements. Without limiting other responsibilities of Bidder under this Agreement:
 - a. Bidder shall immediately require an individual to submit new certifications when Bidder has reasonable belief that the individual was arrested for or convicted of an offense required to be reported under PDE-6004 or was named as a perpetrator in a founded or indicated report.
 - b. Any individual providing services under this Agreement shall be an individual satisfactory to District, and District may at any time advise the Bidder if an individual provided or proposed to be provided under this Agreement is unsatisfactory to District.
4. Termination of Agreement. Notwithstanding any other provision of this Agreement, District may by written notice immediately terminate this Agreement if Bidder fails to comply with the requirements of this Attachment.

APPENDIX "E" – Current Staffing

The District currently has the following staffing levels and assignments. All contracted full-time staff works an 8.5 hour day with a .5 hour unpaid lunch.

A BHASD Custodial Supervisor supervises all of the BHASD employees. They are responsible for:

1. Covering day shift absences if other methods of coverage are not available.
2. Coordinating custodial scheduling for:
 - a. Day to day operations, all event coverages and overtime.
 - b. Snow removal, snow removal schedules and helping cleanup snow.
3. Timesheet verification for BHASD staff and billing for contracted staff
4. Inspecting cleaning areas, addressing issues and concerns.
5. Training BHASD staff and assist with contracted staff.
6. Direct contact for all custodial issues including complaints.
7. Completes yearly reviews for BHASD staff and assist with contracted staff.

The contracted Supervisor/Lead is a working supervisor who is in charge of all contracted staff. They are responsible for:

1. Assists with coverage of day shift absences.
2. Coordinates custodial staff for:
 - a. Day to day operations, absences and event coverage
 - b. Snow removal
3. Inspects cleaning areas, addressing issues and concerns.
4. Training contracted staff.
5. Cleans areas as assigned.

All BHASD and Contracted custodial staff are responsible for:

1. Daily Cleaning
2. Light maintenance
3. Daily and weekend event setup & teardown
4. Daily and weekend snow cleanup

Contracted custodial staff:

1. The Intermediate/Middle School currently has 6.5FTE of night shift cleaning staff
 - a. This includes 1 FTE Working Supervisor/Lead
2. The Elementary School currently has 1 FTE of night shift cleaning staff
3. The High School currently has 2 FTE of night shift cleaning staff
4. The contracted supervisor/lead is assigned districtwide to supervise all of the contracted staff.

<u>Districtwide - 1 FTE</u>	<u>BHASD</u>	<u>Contracted</u>
Custodial Supervisor	1	

<u>Elementary - 4 FTE</u>	<u>BHASD</u>	<u>Contracted</u>
Full Time 1st Shift	1	
Full Time 2nd Shift	2	1

<u>Middle School - 7.5FTE</u>	<u>BHASD</u>	<u>Contracted</u>
Full Time 1st Shift	1	
Full Time Lead		1
Full Time 2nd Shift		5.5
Full Time 3rd Shift		0

<u>High School - 6.5 FTE</u>	<u>BHASD</u>	<u>Contracted</u>
Full Time 1st Shift	1	
Full Time 2nd Shift	1	1
Part Time 2nd Shift	1	
Full Time 3rd Shift	2	1

<u>Total Custodial - 19.5 FTE</u>	<u>BHASD</u>	<u>Contracted</u>
Total Custodial Staff	9.5	9.5

BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT

200 W. WEIS STREET
TOPTON, PA 19562

BID FORM

The Brandywine Heights Area School District solicits bids for Custodial Services from July 1, 2024 through June 30, 2026. The School District shall have the option to renew the contract for two additional one-year terms, through June 30, 2028. This bid form must be attached to and submitted with all the pages of the bid for the bid to be considered. Bids shall be in accordance with the data sheets included as a part of these specifications. The bid must be signed at the places designated and signatures must be affixed by the principals of the bidder.

FIRST, that we have carefully examined the Administrative and Contractual Information, Instructions to Bidders, General Conditions, and General Specifications and Requirements, and in accordance with same, submit this bid and agree to furnish supplies and equipment and perform the work for the Brandywine Heights Area School District for the prices detailed herein.

SECOND, that this bid is subject to all the terms of these specifications, and we hereby agree to enter into a written contract to provide custodial services to the Brandywine Heights Area School District, as required in these specifications.

THIRD, that the prices bid herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

FOURTH, as based upon the specifications, the following prices are listed as firm for a period of 45 days after the date established for receiving and opening of bids.

FIFTH, that the total price quoted as follows:

SECTION 1 - Intermediate/Middle School Custodial Services including snow removal Appendix C

Year of Services	Cost
YEAR 1: July 1, 2024, to June 30, 2025	\$
YEAR 2: July 1, 2025, to June 30, 2026	\$
<u>Optional Extension(s):</u>	
YEAR 3: July 1, 2026, to June 30, 2027	\$
YEAR 4: July 1, 2027, to June 30, 2028	\$

SECTION 2 - Hourly Cost For Weekend, Other Event Coverage and Snow Removal (outside normal hours) by Contracted Custodial Staff

Year of Services	Cost
YEAR 1: July 1, 2024, to June 30, 2025	\$
YEAR 2: July 1, 2025, to June 30, 2026	\$
<u>Optional Extension(s):</u>	

YEAR 3: July 1, 2026, to June 30, 2027	\$
YEAR 4: July 1, 2027, to June 30, 2028	\$

SECTION 3 - ADDITIONAL STAFFING – Three (3) FTE Of Additional Contracted Custodial Staffing – 1 Elementary FTE and 2 High School FTE.

Year of Services	Cost
YEAR 1: May 1, 2024, to June 30, 2025	\$
YEAR 2: July 1, 2025, to June 30, 2026	\$
<u>Optional Extension(s):</u>	
YEAR 3: July 1, 2026, to June 30, 2027	\$
YEAR 4: July 1, 2027, to June 30, 2028	\$

SECTION 4 - OPTIONAL – Additional Staffing Through Attrition. This would be based on the per FTE basis

Year of Services	Cost
YEAR 1: May 1, 2024, to June 30, 2025	\$
YEAR 2: July 1, 2025, to June 30, 2026	\$
<u>Optional Extension(s):</u>	
YEAR 3: July 1, 2026, to June 30, 2027	\$
YEAR 4: July 1, 2027, to June 30, 2028	\$

SIXTH, that a Bid Bond or Certified Check in the amount of 10% of the total amount of the bid as previously specified must accompany the proposal in order to be considered and that in the event of a failure of the successful Bidder to execute the Custodial Services Contract, and provide the required Performance Bond and insurance certificates within the time stated in the conditions, the Bid Security may be forfeited and award rescinded by the Board. No pleas of mistake in such accepted bids shall be made available to the undersigned bidder and no bid may be withdrawn before the expiration of forty-five (45) days from the date established for opening of bids.

The undersigned acknowledges receipt of Addenda numbers and dates:

CERTIFICATION OF BIDDER AND SIGNATURE

<u>Company Name:</u>	
<u>Contact Person:</u>	
<u>Address:</u>	
<u>Telephone:</u>	
<u>Email Address:</u>	

If Bidder is an individual	Sign Here:	
If Bidder is an individual, trading under a fictitious name, or is a partnership	Sign Here:	
	Title:	
	Trading as:	
If Bidder is a corporation, fill in corporate name, sign and affix seal.	Name:	
	By:	
		President or Vice President
	Attest:	
		Secretary or Assistant Secretary
CORPORATE SEAL	Date:	

REFERENCES

Please provide **FIVE (5)** School District/Institution References with the following information:

Reference #1	
Type of Facility:	
Address:	
Person to Contact:	
Phone Number:	

Reference #2	
Type of Facility:	
Address:	
Person to Contact:	
Phone Number:	

Reference #3	
Type of Facility:	
Address:	
Person to Contact:	
Phone Number:	

Reference #4	
Type of Facility:	
Address:	
Person to Contact:	
Phone Number:	

Reference #5	
Type of Facility:	
Address:	
Person to Contact:	
Phone Number:	

BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT

200 W. WEIS STREET
TOPTON, PA 19562

STATEMENT OF BIDDER'S QUALIFICATIONS AND PLANS

The following questions are to be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheets. The bidder may submit such additional information as the bidder deems necessary.

1. Name of Bidder
2. Office Address
3. When was this business organized?
4. If a corporation, where is the corporation incorporated?
5. How long has this company been involved in custodial services?
6. List a maximum of five contracts of similar magnitude which are currently being serviced. Also, state the date on which these contracts will be completed:
7. Has the bidder ever failed to complete or defaulted upon any contract which was awarded? If this is answered in the affirmative, please give full explanation:
8. Explain here:
 - a. Number of employees that will be assigned to each building for purposes of routine and periodic cleaning
 - b. Staffing assigned to fill the three (3) other contracted positions at the Elementary School and High School
 - c. Supervisory structure, including the title of the job position and if currently known the name of individuals who will initially be assigned assuming still employed by Bidder at commencement of Contract.
9. The District could have additional contracted positions open up due to attrition. Explain the process, training and timelines to fill such positions.
10. Explain here any plans or information other than price that will differentiate Bidder from other vendors and be helpful to the school district in understanding the services to be provided by the Bidder:
11. Attach a copy of the Bidder's most recent annual financial statement (preferably prepared by an independent Certified Public Accountant)
12. Describe Employee Benefit Program:
 - a. Full-Time Employees
 - i. Health Insurance
 - ii. Paid holidays
 - iii. Vacation
 - iv. 401K
 - v. Wages and retention strategies
 - b. Part-Time Employees
 - i. Paid holidays
 - ii. Vacation
 - iii. 401K
 - iv. Wages and retention strategies

Verification/Signature

This Statement is dated on the _____ day of _____, 2022.

Signature _____

Title _____

NON-COLLUSION AFFIDAVIT

Contract/Bid No. BHASD CUSTODIAL SERVICES

State of _____ :
: S.S.

County of _____:

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Bidder, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, it affiliates, subsidiaries, officers, directors, and
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above
(Name of my Firm)

representations are material and important, and will be relied on by Brandywine Heights Area School District
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Brandywine Heights Area School District of the true facts to the submission of bids for this contract.

(Name of Public Entity)

SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF
_____, 20_____.

Notary Public

Signature

Printed/Typed Name of Above Signatory

Title/Company Position