

ESSEX COUNTY PUBLIC SCHOOLS

Custodial Service Management Company (CSMC)
Request for Proposal (RFP) and Contract

July 14, 2020 to June 30, 2021

Essex County Public Schools, Tappahannock, VA, is accepting proposals for a CUSTODIAL OPERATIONS MANAGEMENT SERVICES CONTRACT for the school division until 10:00 a.m. on July 9, 2020. At this time the proposals will be opened in the administrative offices located at 109 Cross Street. All proposals submitted after that time will be returned to the sender. Proposals should be labeled: CUSTODIAL SERVICE MANAGEMENT PROPOSAL NO. 2020-06. **A mandatory pre-proposal conference shall be held at the Essex County School Board Office, 109 Cross Street, Tappahannock, VA 22560, on Wednesday, July 1, 2020 at 10:00 a.m. A site visit to all facilities will immediately follow the meeting.**

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Type or Print)

_____ ZIP _____ Email: _____

FEI/FIN _____ Phone Number: _____

Date: _____ Fax Number: _____

ECPS does not discriminate against faith-based organizations in accordance with Code of Virginia Section 2.2-4343.1.

In accordance with federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

GENERAL INFORMATION

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a custodial service program for Essex County Public Schools (ECPS).

The responder is herein referred to as the Custodial Service Management Company (CSMC). The contract will be between the CSMC and ECPS.

B. Procurement Method

This procurement will be conducted in accordance with the competitive negotiation process outlined in Code of Virginia § 2.2-4302.2. This contract will be a Cost-Reimbursable contract whereas the CSMC will be paid on the basis of the direct cost incurred plus a fixed fee. All program expenses not otherwise defined in the contract will be assumed by the CSMC under the Administrative Fee. Expenses that represent overhead cost must be itemized. A management fee represents a profit to the CSMC.

C. Pre-Proposal Meeting

A meeting with interested responders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on Wednesday, July 1, 2020 at 10 a.m. at the Essex County School Board Office, **109 Cross Street, Tappahannock, VA 22560. Attendance is required.**

D. Proposal Submission and Award

1. Proposals are to be submitted to:
Essex County Public Schools
Attention: Sabrina Civils
P.O. Box 109
Tappahannock, VA 22560

Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Custodial Service Management Proposal No. 2020-06.

2. ECPS reserves the right to reject any or all proposals, if deemed in the best interest of ECPS.
3. For consideration, each CSMC must submit a complete response to this solicitation.
4. ECPS will award the contract to the qualified and responsible CSMC whose proposal is responsive to this solicitation. A responsible CSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
5. The CSMC or its authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. ECPS is not liable for any cost incurred by the CSMC prior to final approval of the Contract and the signing of the contract by all parties.
6. If additional information is required, please contact William Hoover at whoover@essex.k12.va.us or Sabrina Civils at scivils@essex.k12.va.us.

E. Proposal Protests

Any offeror may protest the award or decision to award a contract by submitting a protest in writing to the Superintendent, no later than ten (10) days after the Notice of Award or the Notice of Intent to Award is posted on the DGS/DPS eVA VBO (www.eva.virginia.gov), whichever occurs first. The

written protest shall include the basis for the protest and the relief sought. The Superintendent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

If prior to the award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Superintendent shall cancel the proposed award or revise it to comply with the law. If after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by ECPS. Where the award has been made and performance has begun, the Superintendent may declare the contract void upon a finding that this action is in the best interest of ECPS. Where a contract is declared void, the performing CSMC shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing CSMC be entitled to lost profits.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

An award need not be delayed for the period allowed an offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

F. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, its attachments, and addenda.

G. Contract Terms

The contract shall be for a period of one year beginning on or about July 14, 2020, and ending June 30, 2020, with up to four optional one-year renewals with mutual agreement in writing between ECPS and the CSMC by June 1 prior to any renewal year. This contract cannot be effective prior to the date of final approval signed by both parties.

H. Errors or Omissions

The proposing CSMC shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specifications, the CSMC shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported prior to proposals being submitted.

I. Final Contract

The complete contract includes all documents included by ECPS in the RFP and all documents submitted by the CSMC that have been mutually agreed upon by both parties; i.e., worksheets, appendixes and operating cost sheets.

J. Gifts from CSMC

ECPS officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from CSMCs nor potential contractors. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

K. Incurred Cost

Any cost incurred by the CSMC prior to final approval and the signing of the contract by all parties, shall be the responsibility of the CSMC.

L. Late Proposals

ECPS will not consider any proposal received after the exact time specified for receipt.

M. Additional Information

- CSMC on-site management shall consist of a General Manager.
- CSMC shall not contact any school official, school board member, or school division employee at any time except for questions related to this solicitation as noted below.
- CSMC is required to have a minimum of five (5) years operating experience.
- An original and two copies of proposal are to be provided. Alternate proposals will not be accepted.
- All questions regarding the RFP process are to be submitted in writing to Sabrina Civils, Director of Accounting or William Hoover Director of Maintenance at Essex County Public Schools, P.O. Box 756, Tappahannock, VA 22560 or by e-mail at scivils@essex.k12.va.us or whoover@essex.k12.va.us by July 2, 2020.
- There will be no advanced or additional visits to Essex County School Division or its facilities prior to or after the Mandatory Pre-Proposal meeting.

STANDARD TERMS AND CONDITIONS

A. Purpose

The Purpose and intent of this Request for Proposals (RFP) is to solicit sealed proposals from CSMCs to perform custodial services for three (3) schools and surrounding grounds, and athletic facilities, in accordance with the Terms and Conditions herein.

B. Program Requirements

1. General – The CSMC shall furnish all supervision, equipment, supplies, tools, and other materials as required for custodial services for ECPS. In general, the overall requirement is to provide complete custodial services as required for the schools and athletic facilities. The CSMC may utilize the equipment ECPS has at each location. The CSMC will be responsible for maintaining and replacing the equipment as appropriate. Upon termination of the contract, the CSMC will certify the equipment owned by ECPS is in the same condition as it was at the start of the contract.
2. Level of Cleanliness – It will be the responsibility of the CSMC to provide custodial services for ECPS in keeping with high standards for an educational institution from the perspectives of sanitation, public relations and protection of the physical facility. Based upon the five Association of Physical Plant Administrators (APPA) levels of Cleaning Standards (Appendix A), the CSMC must provide cleaning standards at level 2 and comply with any Centers for Disease Control (CDC) recommendations for the cleaning and disinfection of school facilities during a pandemic.
3. Facility Space - To the extent possible, additional detailed information will be furnished to the CSMC upon request. However, through actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the vendor to verify measurements as deemed applicable for the submission of a proposal. Facility floor plans are attached as Appendix B.

The ECPS facility square footage, staffing and student levels are as follows:

Facility	Square Footage	Number of Staff	Number of Students
Tappahannock Elementary School	Appr. 60,000	60	347
Essex Intermediate School	Appr. 91,390	50	402
Essex High School	Appr. 116,700	60	519
CTE Building	Appr. 9,741		
EHS Athletic Field Buildings	Appr. 355	n/a	n/a
Essex County School Board Office	Appr. 15,262	11	n/a
Essex County School Bus Maint. Shop	One Bathroom One Office	2	n/a

C. Contract

1. Award – ECPS intends to award a contract, assuming that satisfactory proposals are received. If an award is made it will be for a term of one year, beginning on the date of the contract, with renewal provisions to award four one-year extensions, subject to annual appropriations sufficient for such extensions. Extensions will be made based upon the recommendations of the authorized representatives

of ECPS and the CSMC. Final approval for any extensions shall be made in writing by the School Board of ECPS by June 1 prior to any renewal year.

2. Termination/Cancellation - ECPS reserves the right to cancel the contract upon ninety days' written notice for reasons of non-performance or for its convenience in the sole determination of the School Board.
3. Payments - Payment for services received will be made on a monthly basis. ECPS will pay each invoice within 45 days.
4. Insurance – The CSMC is required to be insured adequately to support the terms of the contract. The CSMC shall maintain the insurance coverages set forth below provided by insurance companies authorized to do business in the state of Virginia. A Certificate of Insurance of the CSMC's insurance coverages indicating these amounts must be submitted at the time of Contract award. The CSMC shall have in effect during all times under this Contract, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.

a. Worker's Compensation and Employer's Liability. The CSMC shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting CSMC's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

- (i) Bodily Injury by accident, \$500,000 for each accident;
- (ii) Bodily Injury by disease, \$500,000 policy limit;
- (iii) Bodily Injury by disease, \$500,000 for each employee.

b. Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 10 of the Additional Standard Terms and Conditions (Appendix F) entitled "Indemnification". This policy shall be endorsed to include the Essex County School Board, its members, officers and employees, as additional insured during the Contract Term and shall state that this insurance is primary insurance as regards any other insurance carried by the Board. The CSMC shall procure and maintain Public Liability Insurance in an amount not less than:

- (i) \$1,000,000 for each occurrence involving bodily injury;
- (ii) \$1,000,000 for each occurrence involving property damage;
- (iii) \$2,000,000 aggregate limits.

c. Comprehensive Automobile Liability. The CSMC shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the CSMC, with the following limits:

- (i) \$1,000,000 for each occurrence involving personal injury;
- (ii) \$1,000,000 for each occurrence involving property damage;
- (iii) \$2,000,000 aggregate limits.

d. The Essex County Public School Board, its members, officers, and employees shall be named as additional insured on the General Liability and automobile insurance policy. The CSMC must provide a waiver of subrogation in favor of ECPS for General Liability, Automobile, and Worker's Compensation.

e. In addition, the CSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of ECPS. The CSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments, and other articles owned by their employees.

f. The contract of insurance shall provide notice to ECPS of cancellation of insurance policies 30 days before such cancellation is to take effect.

5. Addenda - Any "Addenda" or Instructions to Proposer issued by ECPS prior to the RFP due date and time shall be considered a part of this document and shall become a part of the contract, if awarded.

D. Renewal Assumptions

Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

- a. ECPS policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
- b. Hours, requirements, and type or number of facilities shall remain materially consistent throughout the contract term and any subsequent contract renewal years.
- c. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the Contract term.

E. Contract Renewal

All contract renewals shall be for a period of one year beginning July 1 and ending June 30, upon mutual agreement in writing between ECPS and the CSMC. Failure of the parties to renew by June 1, terminates the contract.

F. Trade Secrets and Proprietary Information

During the term of the Contract, the CSMC may grant to ECPS a nonexclusive right to access certain proprietary materials of the CSMC, including surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the CSMC), and similar compilations regularly used in CSMC business operations (trade secrets). ECPS shall not disclose any of the CSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Contract. This provision shall survive termination of the Agreement.

Any discovery, invention, software, or programs paid for by ECPS shall be the property of ECPS.

G. Responsibilities of the CSMC

1. Personnel - All matters pertaining to the recruitment, screening, hiring, compensation, and retention shall be the exclusive responsibility of the CSMC. These matters shall be done fully in compliance with

existing statutes and regulations pertaining to non-discrimination, wage and hour and any other statutory requirements for school divisions.

2. Only those personnel who have been properly trained shall be assigned duties under this Contract.
3. All personnel shall be dressed in a manner authorized by the CSMC. The personnel shall be neat and clean in appearance. Uniforms shall be worn which fully identify the worker as a member of the CSMC work force.
4. .
5. CSMC will pay at least the minimum wage rate. CSMC will pay all taxes pertaining to its employees as required by law. All CSMC employees will be bonded in the amount of \$50,000 (3rd Party Fidelity Bond).
6. Any CSMC employee whose work habits and/or conduct are deemed in violation of ECPS Policy shall be removed from the work force upon request of the authorized ECPS representative.
7. The CSMC shall provide the specified hours of employee work time it intends to provide on a daily basis in order to comply with the specifications. It is the expectation of ECPS that CSMC staff each school campus with minimal day porter personnel.
8. Safety - The CSMC shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees, and the School Division's students, staff and faculty. The CSMC's day employees will be responsible for opening up all buildings and to ensure that the school heating and cooling (HVAC) systems are functioning and report to the ECPS representative by 7:00 a.m. of any problems with the HVAC system. The CSMC's day employees will check the parking lots for ice prior to 7:00 a.m. and report any problems to the ECPS representative.
9. Security - The CSMC shall be responsible for training employees in security requirements of ECPS, and shall be responsible for the enforcement of the same. ECPS requires a list of all personnel hired by name, date of birth, sex, race, and address. The CSMC shall conduct a background check prior to employment for all employees in compliance with ECPS current procedures and in accordance with § 22.1-296.1 of the Code of Virginia 1950, as amended, shall certify that that neither CSMC, CSMC's employees nor any person who will provide services under the Contract Documents who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. CSMC understands that, pursuant to Code of Virginia § 22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Essex County Public Schools** shall not be liable for materially false statements regarding the certifications required under the Contract Documents. CSMC shall execute and deliver to the Board upon execution of the Contract Documents the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Appendix E.
10. Additionally, each employee shall be informed of the following:
 - a. The CMSC shall be responsible for safeguarding against loss, theft, or damage of all ECPS property, materials, equipment and accessories which might be exposed to the CSMC's personnel.
 - b. Guns, knives or other dangerous weapons shall not be allowed on any ECPS property.
 - c. Alcohol, tobacco, nicotine vapor products and drugs are prohibited on any ECPS property.

- d. Keys, which may be distributed at the beginning of each work period, shall be returned to the appropriate supervisor at the end of each work period. Keys which will be required by the CSMC and employees will be approved by the administration of ECPS and will be controlled by personnel that will be named after award of the contract. In any event the CSMC shall be fully responsible for the security and appropriate use of the keys which may be issued. Additionally, CSMC shall be fully responsible for the cost of replacement of any keys that are lost.
 - e. Personal protective equipment required of ECPS employees will also be required of CSMC employees, where appropriate.
11. Supervision - All supervision as required for the execution of those contractual responsibilities assumed by the CSMC shall be done by the CSMC or his/her designated representative.
 12. Damage - The CSMC shall be responsible for the repair/replacement to the satisfaction of the ECPS representative of any damage to the facility caused by any employee of the CSMC.
 13. Equipment/Supplies/Materials - The procurement and maintenance of all equipment, supplies and materials required for the successful execution of this Contract shall be the CSMC's responsibility.
 14. ECPS will provide locked storage spaces, but shall not be responsible for losses, which may be incurred due to theft and/or vandalism.
 15. All equipment shall be maintained properly and kept in clean condition.
 16. A listing of all chemicals and equipment, which will be used by the CSMC, must be submitted to the ECPS representative for approval prior to initial service under the Contract. Changes may be made only after duly authorized by the ECPS representative.
 17. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained for all chemicals used in the cleaning processes.
 18. The CSMC must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of the ECPS.
 19. Emergencies - All emergency conditions shall be promptly reported to the ECPS authorized representative.
 20. CSMC's Representative – Upon Contract award, a representative of the CSMC shall be named and made available for purposes of reporting problems, requesting schedule changes, etc. This individual shall be the sole contact person for all matters.
 21. Scheduling - All custodial work shall be done with a minimum of disruption to normal school functions.
 22. Program Responsibility - The CSMC shall assume full responsibility for the ECPS custodial program as defined herein, after written notice of a contract award, and upon the effective date of the contract.
 23. CSMC's Responsibility - The CSMC shall be responsible for filling all dispensers with towels, hand soap, and toilet paper. It will also be required to replace trash can liners as needed.
 24. Recalling - The CSMC must provide service for recall if proper cleaning has not been performed the previous night. If an area is not clean when a ECPS representative reports to work, the CSMC must have an employee on the job within one hour to start cleaning. The CSMC must include in its proposal the emergency phone number to be used for these recalls and the individual contact name.

25. Snow Removal - The CSMC will be responsible for the removal of snow and ice from entrances to facilities, including sidewalks and athletic fields and facilities (if necessary). The CSMC will be responsible for providing and applying snow and ice melt product designed for the surface being treated.
26. ECPS shall be the sole judge as to whether the CSMC has accomplished the custodial specifications outlined in the Contract.
27. ECPS Activities and Athletic Events - The CSMC will be responsible for clean-up after all ECPS athletic events or activities taking place on the grounds of all three buildings.
28. Extra Work or Emergency Services - The CSMC shall be available to perform extra work or emergency services. Emergency and/or extra work will be determined and authorized by ECPS. Specialties may include community functions, dances, banquets, or other functions.
29. The CSMC will be responsible for the security of the building during the cleaning operation. The CSMC shall secure the building at the end of each shift and set the alarm (secure all doors, close and latch all windows, and turn off all designated lights).
30. The CSMC must maintain commercial grade equipment, in sufficient quantity and design to perform the work as specified. All equipment must be maintained in effective working order throughout the life of the Contract. All equipment must meet applicable electrical codes. The CSMC must maintain a list of the equipment (type, quantity, age, manufacturer, and model) to be maintained on-site for the building. The CSMC may utilize the equipment ECPS has at each location. The CSMC will be responsible for maintaining and replacing the equipment as appropriate. Upon termination of the contract, the CSMC will certify the equipment owned by ECPS is in the same condition as it was at the start of the Contract.
31. The CSMC will submit monthly reports to the ECPS representative. This report will detail
 - a. hours worked per day by building
 - b. training accomplished per week by building
 - c. action taken on unsatisfactory inspections, if any, and their results
 - d. special projects or accomplishments
32. The CSMC shall be responsible for the training in the application of chemicals and the use of equipment to facilitate safe conditions for employees.

H. Responsibilities of ECPS

1. Utilities - All necessary utilities will be furnished by ECPS.
2. Storage - ECPS shall provide storage for the equipment and supplies/materials normally required for the types of services to be provided under this Contract.
3. Trash Disposal - ECPS shall furnish in a reasonable convenient location a container for use by the CSMC in the removal of waste paper, trash, debris, etc.
4. Keys - Keys which may be required by the CSMC and employees will be furnished by ECPS.
5. ECPS Representative - After the award of contract the ECPS representative will be named. This representative shall be available, within reason, any time for consultation and liaison purposes, and communications from the CSMC shall be handled through this person.

6. Whiteboards - "DO NOT ERASE" and the date will be written on all whiteboards that are not to be cleaned.

I. Performance Evaluation

1. Monthly Evaluation - On at least a monthly basis, and more often if mutually agreed upon by the ECPS and CSMC representatives, a thorough evaluation of each facility shall be made. During the first six months of the Contract an evaluation of each facility shall be completed on a bi-weekly basis.
2. Method of Evaluation -
 - a. Evaluator(s) - The ECPS representative shall complete the evaluation of each facility.
 - b. Procedure - The form entitled "Building Cleanliness Evaluation Form" (Appendix C), or a similar document designed with the mutual consent of ECPS and CSMC shall be utilized. The intent will be to document those areas where cleaning services are not satisfactory and to serve as written notification to the CSMC that corrective actions are required.
 - c. Rating Scale - The rating scale as shown on the attached Building Cleanliness Evaluation Form shall be interpreted as follows:
 - i. E (Exemplary): A condition indicating continuous care and attention, commendable
 - ii. P (Proficient): A condition indicating care and attention, though improvements may be made.
 - iii. N (Needs Improvement): condition indicating laxity or neglect over a comparatively short time, improvement is needed.
 - iv. U (Unsatisfactory): A condition indicating complete neglect over a long period, improvement is required.
3. Standards
 - a. Floors - Rating of P or better required. Lower ratings must be corrected within one day.
 - b. Restrooms - Rating of E required. Lower ratings must be corrected within one day (school operational day).
 - c. Furniture - Rating of P required. Lower ratings must be corrected within two days.
 - d. Ledges/Surfaces - Rating of P required. Lower ratings must be corrected within two days.
 - e. Entrance Ways - Rating of E required. Lower ratings must be corrected within one day (school operational day).
 - f. Walls - Rating of P required. Lower ratings must be corrected within one day.
 - g. Venetian Blinds - Rating of P required. Lower ratings must be corrected within two days.
 - h. Chalkboards - Rating of P required. Lower ratings must be corrected within one day.
 - i. Waste Containers - Rating of P required. Lower ratings must be corrected within one day.
 - j. Janitor's Closets - Rating of P required. Lower ratings must be corrected within one day.
 - k. Storage Areas - Rating of P required. Lower ratings must be corrected within one day.
 - l. Stairwells - Rating of P required. Lower ratings must be corrected within one day.

PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Instructions:

1. RFP Response - In order to be considered for selection, CSMC must submit a complete response to this RFP, and it shall be outlined and identified by sections to facilitate the evaluation of various proposals, and eliminate or reduce the requirement for evaluators to search the proposal for key responses. In preparing the proposal, CSMC should consider the evaluation and award criteria as discussed in the Evaluation and Award section.

2. Copies of Proposal – Each proposal shall contain one original and two (2) complete copies. Failure to comply will result in rejection of proposal. The original shall be marked original copy. If any section of the CSMC’s proposal is marked proprietary and/or trade secrets and justification of such is given in writing the offer shall also supply one (1) redacted copy of its proposal removing all such privileged information.
3. Submission of Proposals - Proposals must be submitted to the Assistant Superintendent for Administration. No other distribution of the proposal shall be made by the CSMC.
4. Ownership of Proposals - Ownership of all data, materials, and documentation originated and prepared for ECPS pursuant to the RFP shall belong exclusively to ECPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act (VFOIA). In accordance with VFOIA, any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
5. Review of Information - Each interested CSMC shall be responsible for the review of information contained herein, other information which may be requested, and other efforts as necessary for the submission of a comprehensive proposal which will represent the CSMC’s best offer as a supplier of custodial services for ECPS.
6. RFP Questions – CSMCs shall submit any questions in writing. Written responses, including the questions, will be distributed to all participating CSMCs. Address questions concerning this RFP to Mr. Sabrina Civils.
7. Due Date - Sealed copies of the proposal shall be sent to the Director of Accounting or General Supervisor of Maintenance no later than 10:00 a.m. EST on July 9, 2020. The mailing or delivery address is:

Essex County Public Schools
 Attention: Sabrina Civils, Director of Accounting
 P.O. Box 756
 Tappahannock, VA 22560

Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Custodial Service Management Proposal No. 2020-06.

8. Competitive Competition - Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. ECPS reserves the right to award in part or in whole or to reject any or all proposals.

B. Proposal Preparation:

1. Authorized Signature - Proposals shall be signed by an authorized representative of the CSMC. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal, the CSMC certify that all information provided in response to this RFP is true and accurate.
2. Complete Proposal - All information requested must be submitted. Failure to submit all information requested will result in rejection of the proposal.

3. Organization - Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the CSMC desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Oral Presentation – CSMCs which submit a proposal in response to this RFP may be required to give an oral presentation of their proposals to ECPS. This provides an opportunity for the CSMC to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. ECPS will schedule the time and location of these presentations, if required. Oral presentations are an option of ECPS and may or may not be conducted.
5. Incurred Expenses - ECPS will not be liable for any cost incurred by CSMC in preparing and submitting proposals. CSMC may not collect proposal preparation charges from ECPS as a result of cancellation of this RFP.

C. Proposal Acceptance Or Rejection:

1. Acceptance and Award - The Contract will be awarded to one or more qualified CSMC(s) whose offer, conforming to the conditions and requirements of this request for proposal, will be more advantageous to ECPS. The committee's evaluation of criteria, cost and other factors will be taken into consideration. The school division is seeking the highest quality system that most closely meets the goals and needs of the division while delivering the best value, based upon the qualifications met, price, and other factors. The quality and approach of the proposed implementation will be carefully evaluated as well.
2. Rejections - ECPS reserves the right to reject any or all offers and to waive informalities and minor irregularities in proposals received. This RFP does not commit ECPS to contract for any requirements for this solicitation. Submission of a proposal shall indicate acceptance that the decision of the School Board shall be final and without recourse.
3. Contract Award - A written award or contract furnished to the successful CSMC within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party. The specifications and the submitted proposal, as modified through negotiations, shall constitute the contract.
4. Firm Offer - Each vendor must agree in advance in written form to submit a proposal with costs figures which will be firm for at least ninety (90) calendar days after the opening date of the proposals.
5. Unit and Total Costs - Each proposal shall include monthly unit and total costs figure, and the same shall be shown for an annual basis.

D. Proposal Outline

1. CSMC Profile, Qualifications and Experience - Each CSMC shall submit evidence of qualifications, which would influence the ability to satisfactorily perform the custodial services defined elsewhere in this document. The CSMC must have been in cleaning business for a minimum of five (5) years.

The Profile should include:

- a) The type and size of the Corporation, and whether it is local, regional, or national in operations.
 - b) The founding year for the Corporation and the number of continuous years it has been in the business of providing Custodial Services.
 - c) The Corporate Philosophy, Corporate Organizational Chart, and Corporate Management experience.
 - d) The headquarters location and the location of the office that would be responsible for the ECPS contract, if awarded.
 - e) The number of current contracts for the organization and or annual sales volume.
 - f) The number and size of the current contracts for the office that would be responsible for the ECPS contract, if awarded.
 - g) A discussion of Training Programs provided to and required of CSMC staff.
 - h) CSMC shall provide a list of any professional relationships involving the ECPS School Board or any of its key staff for the past five (5) years and explain why any such relationship does not constitute a conflict of interest relative to performing the duties prescribed in this RFP.
 - i) The Financial Stability of the Corporation and provide a copy of the latest Annual Financial Report available.
2. Qualifications of Personnel Assigned to this Project - Identify the principal supervisor and management staff who would be assigned as the primary contact and manager of the ECPS Contract, and provide their resumes.
3. ECPS Project Plan – CSMC must provide detailed plan for start up and management of this project, including protocols to be employed during a pandemic. Please also review the Cleaning Procedure (Appendix D) while responding to this section.

The Project Plan must also include the following:

- a) Personnel
 - 1) Amount of supervision committed to this project
 - 2) Amount of staffing committed to this project. The staffing must state the amount of day time and night time hours
 - 3) Staff uniforms
 - 4) Employee Benefit Programs
 - 5) Recruitment Program
 - 6) Personnel Policy Handbook
 - b) Equipment and Supplies List
 - c) Equipment Replacement Schedule
 - d) Training Programs
 - e) Cleaning Specifications
 - f) Safety Program
 - g) Quality Control Program
 - h) Call Back Plan
 - i) Dispute Resolution Plan
4. Client References – The CSMC must provide at least three (3) references and they must be for contracts that are similar in size, type, and quality of cleaning to this proposal. Reference list must include the name, mailing address, phone number, and e-mail address.
- Additional Reference Data:
- a) Provide a list of Public School Divisions that you currently provide custodial services to or have provided these services during the last five years.
 - b) Provide a list of contracts that have been added during the last three (3) years.
 - c) Provide a list of contracts that have ended during the last three (3) years and state why those contracts were not renewed.

5. Pricing – Provide pricing for the Base year as well as the renewal years. The pricing for the renewal years is Non-Binding and may be negotiated each year at renewal time by either party.

EVALUATION AND AWARD CRITERIA

A. Committee Evaluation

In accordance with Virginia Code § 2.2-4302.2, the evaluation committee will select a minimum of two (2) CSMCs best suited to meet the needs of ECPS based on the scoring of the evaluation criteria. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Evaluation Committee shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. ECPS may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above. Upon completion of the evaluation, a recommendation will be presented to the School Board for ECPS and the recommended CSMC may be asked to attend that Board meeting.

B. Award Criteria

Qualification of CSMC a. Experience of Firm and Years in Business b. Corporate Philosophy c. Corporate Management Experience d. Staff Training e. Financial Stability	15%
Qualification of Personnel Assigned to This Project	20%
ECPS Project Plan	25%
Client Reference	25%
Pricing	15%

APPA CUSTODIAL SERVICE LEVELS

Level 1 – Orderly Spotlessness

Level 1 establishes cleaning at the highest level. It was developed for the corporate suite, the donated building, or the historical focal point. This is show-quality cleaning for that prime facility.

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

Level 2 – Ordinary Tidiness

Level 2 is the based upon which this study is established. This is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms, and similar type facilities are not acceptable.

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dirt, dust, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

Level 3 – Casual Inattention

This level reflects the first budget cut, or some other staffing-related problem. It is a lowering of normal expectations. While not totally acceptable, it has yet to reach an unacceptable level of cleanliness.

- Floors are swept clean, but upon close observation dust, dirt, and stains, as well as a buildup of dirt, dust, and/or floor finish in corners and along walls, can be seen.
- There are dull spots and/or matted carpet in walking lanes, and streaks and splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints.
- Lamps all work and all fixtures are clean.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

Level 4 – Moderate Dinginess

Level 4 reflects the second budget cut, or some other significant staffing-related problem. Areas are becoming unacceptable. People begin to accept an environment lacking normal cleanliness. In fact, the facility begins to constantly look like it requires a good “spring cleaning.”

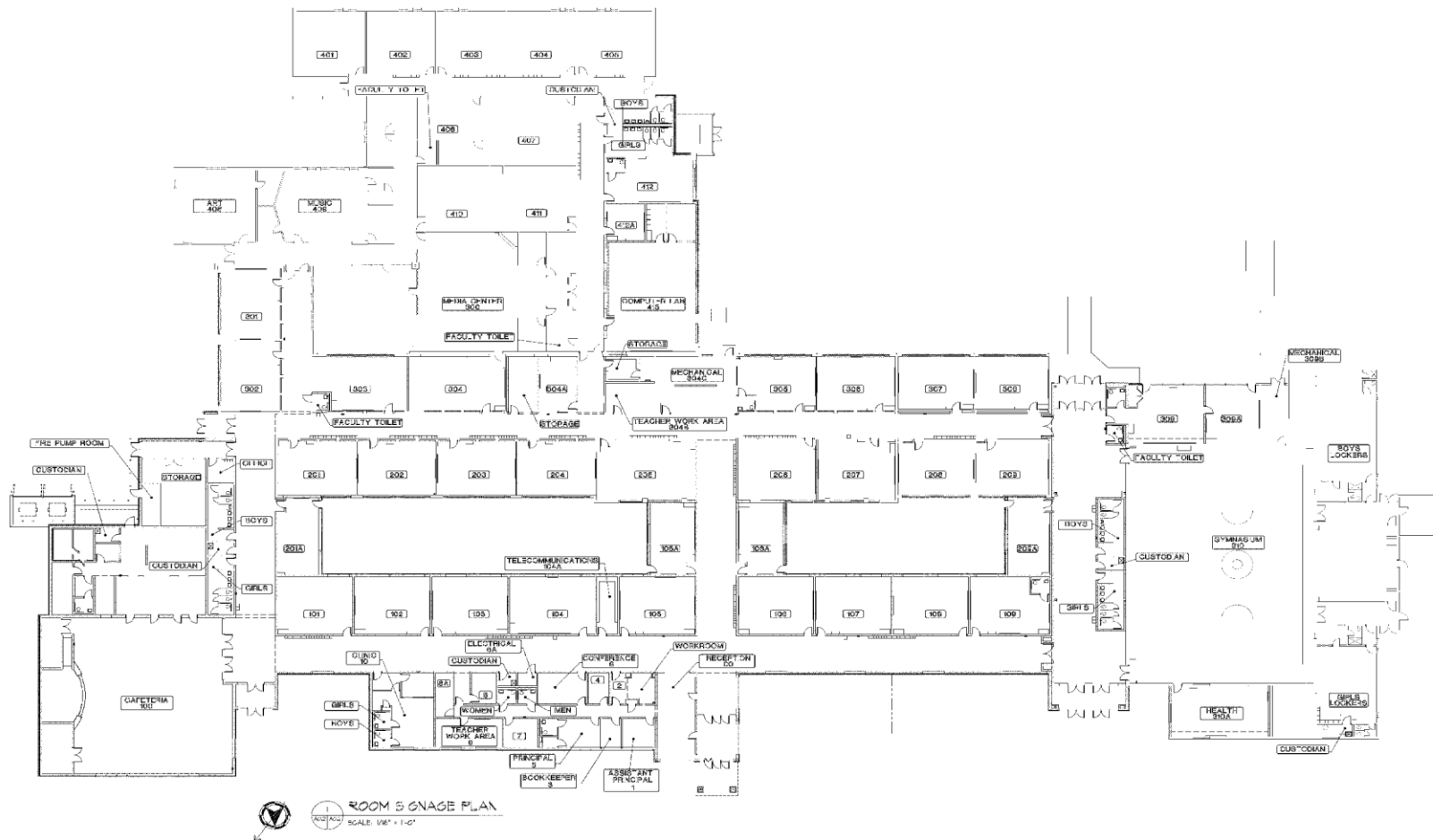
- Floors are swept clean, but are dull. Colors are dingy, and there is an obvious buildup of dust, dirt, and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks that will be difficult to remove.
- Less than 5% of lamps are burned out, and fixtures are dingy.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash cans smell sour.

Level 5 – Unkempt Neglect

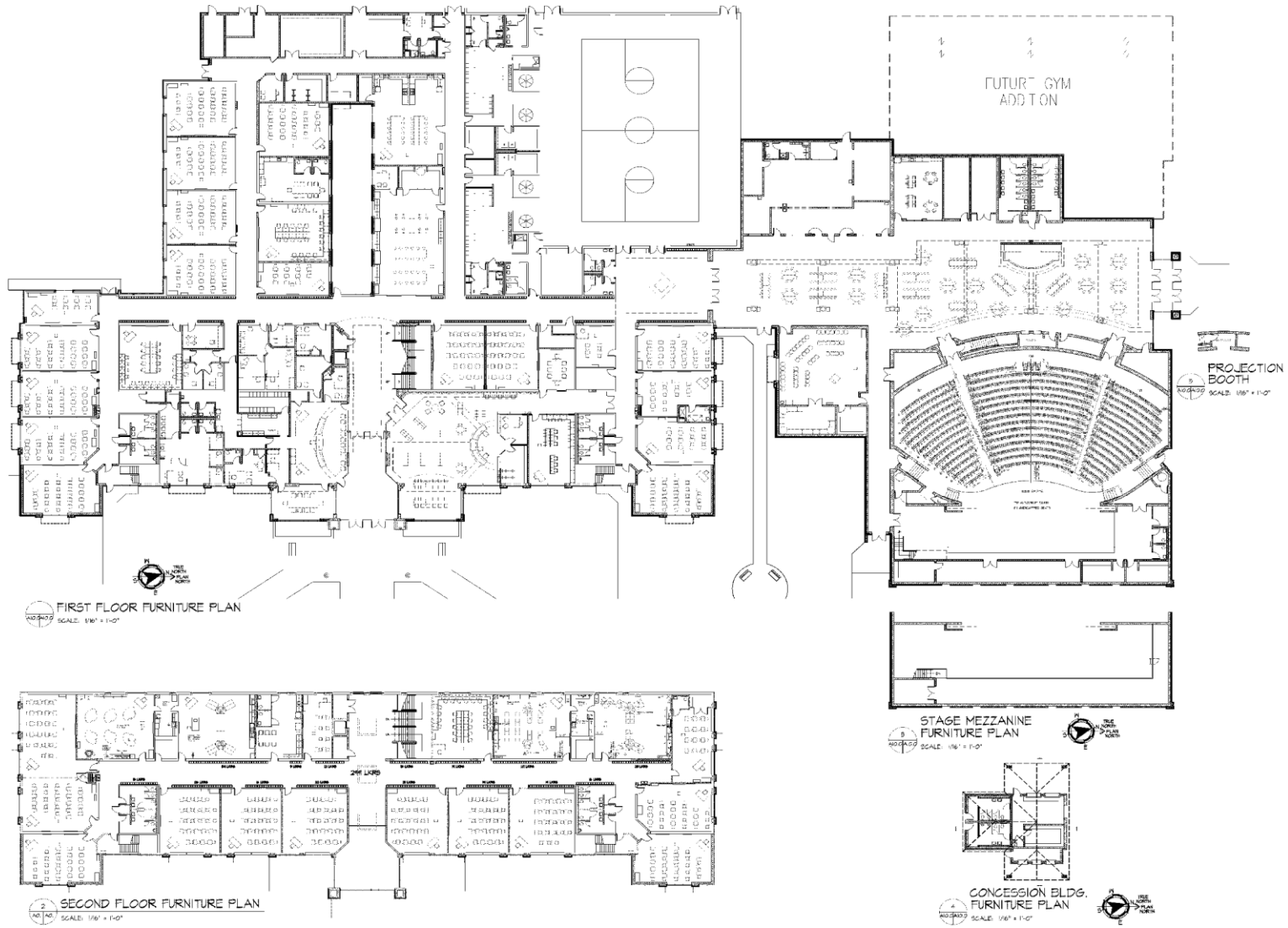
This is the final and lowest level. The trucking industry would call this “just-in-time cleaning.” The facility is always dirty, with cleaning accomplished at an unacceptable level.

- Floors and carpets are dirty and have visible wear and/or pitting. Colors are faded and dingy, and there is a conspicuous buildup of dirt, dust, and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.
- More than 5% of lamps are burned out, and fixtures are dirty with dust balls and flies.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

Essex Intermediate School Floor Plan



Essex High School
Floor Plan



<p>Ballou Justice Upton Architects</p> <p>1000 N. PARKWAY, #2 TAPPANHOCK, VIRGINIA 22088 PHONE: 800.470.8000 FAX: 800.743.0001 WWW.BJU.ARCHITECTS.COM</p>	
<p>FURNITURE PLANS RENOVATIONS AND ADDITIONS TO ESSEX HIGH SCHOOL TAPPANHOCK, VIRGINIA S.D.E. PROJECT #111111</p>	
<p>09-23-11 8004.00 8004.00-A10.0</p>	<p>A10.0</p>

BUILDING CLEANLINESS EVALUATION FORM

Building: _____

Date: _____

Area	Exemplary	Proficient	Needs Improvement	Unsatisfactory
Floors				
A. Entrances				
B. Auditorium				
C. Gymnasium				
D. Library				
E. Classrooms/Offices				
F. Conference Rooms				
G. Hallways				
H. Stairwells				
I. Bathrooms				
J. Locker Rooms				
Restrooms				
A. Toilets				
B. Urinals				
C. Sinks				
D. Drains				
E. Mirrors				
F. Showers				
G. Partitions				
H. Vents				
I. Dispensers				
J. Trash Cans				
K. Hardware				
Furniture				
A. Surfaces				
B. Upholstery				
C. Desks				

BUILDING CLEANLINESS EVALUATION FORM

Area	Exemplary	Proficient	Needs Improvement	Unsatisfactory
Ledges/Surfaces				
A. Horizontal				
B. Window Sills				
Entrance Ways				
A. Side Walks				
B. Doors				
C. Glass				
D. Mats				
Walls				
Blinds/Shades				
Waste Containers				
Janitor's Closet				
Storage Area				
Stairwells				

Comments: _____

Evaluator's Signature: _____

Title: _____

Date: _____

CSMC's Signature: _____

Title: _____

Date: _____

CLEANING PROCEDURE

1. The tasks outlined and the frequencies discussed are not meant in any way to limit the scope of the CSMC's work, but rather as a guide to express the expectations and establish minimum acceptable standards.
2. For purposes of establishing a clear and organized outline, these tasks are broken down into three (3) sections:
 - a) Routine Cleaning
 - b) Periodic Cleaning
 - c) Annual (summer) Cleaning

It is not the intent of the Division to limit, in any way, the responsibility of the CSMC to perform all tasks necessary to deliver a clean and safe building daily.

3. Routine Cleaning: This work is regularly completed daily, weekly, monthly, or as required, as a part of the "daily routine", as established by the CSMC, to maintain the standard acceptable to **ECPS**. Weather, building use, and CDC guidelines may dictate that additional tasks be completed to maintain this standard.
4. Periodic Cleaning: These tasks are more intensive and time consuming cleaning, regularly scheduled for periods when students are not in school. Weather and building use may dictate that additional tasks be completed to maintain this standard. Besides opportunities available in the school schedule, it is expected that the winter and spring breaks will be available for periodic tasks.
5. Annual Cleaning: This is the most intense level of cleaning; primarily scheduled during the summer break. The schedule for this work must be coordinated with the Division's Representative and the Building Principal to insure that the work does not interfere with scheduled summer activities and to insure completion.

Routine Cleaning

1. Classrooms, Preparation Areas, and Laboratories
2. Auditorium, Library, Offices, and Conference Rooms
3. Custodial and Storage Closets, and Mechanical Spaces
4. Restrooms, Locker Rooms, and Shower Rooms
5. Gymnasium
6. Entrances, Lobbies, Hallways, Corridors, and Stairwells
7. Cafeterias, Lunchrooms, Multi-Purpose Room, and Lounges
8. Special Building Instructions

Standard Custodial Procedures are to be developed by the CSMC and submitted to the Division's Representative for review to insure these tasks are effectively completed in accordance with the specifications of the custodial products/equipment being used and the surface/building component on which it is being used.

Daily Custodial Routines (or schedules) are to be developed by the CSMC and submitted to the Division representative for review to insure these tasks are uniformly and effectively completed in accordance with these specifications.

MSDS sheets are to be properly displayed. All other Right-To-Know procedures are to be strictly followed.

Spot Wet Mop means to mop floor with a minimum of furniture moving/removal.

Wet Mop Entire Floor means to move/remove all the furniture and clean the entire area.

Markerboards, chalkboards, trays, and erasers are to be cleaned twice a week, where applicable.

Routine Cleaning

1. Classrooms, Preparation Areas, and Laboratories.

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry Mop Floor	X			
Spot Wet Mop	X			X
Wet Mop Entire Floor		X		
Scrub & Re-coat Floor				X
Spray, Buff & Polish				X
Wash Tables/Desks/Chairs*	Spot Clean	X		
Remove Graffiti from Desks				X
Empty Pencil Sharpener(s)	X			
Empty Trash/Recycle Containers	X			
Clean/Dust Windowsills, Baseboard, & Moldings		X		
Wash Chalk Boards/ Trays		Twice/ Wk		
Clean Windows, Interior		Spot Clean		Twice/Yr
Clean Door(s)* Glass & Hardware (interior & exterior)	X			
Spot Wash Walls, Remove Graffiti				X
Clean/ Dust Window Blinds			Twice/ Mo.	
Clean/ Dust Fan Blades			Twice/ Mo.	
Clean Vents			X	
Clean Trash Cans*			X	
Clean Lights				X
Clean Sinks & Sanitize Fountains*	X			
Clean Shelving Furniture*		X		
Complete High Dusting			X	

*Clean using disinfecting detergent

CARPETED SPACE

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Vacuum Floor	X			
Spot Clean	X			
Extract Entire Floor				X

Routine Cleaning

2. Auditoriums, Libraries, Offices, and Conference Rooms:

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry Mop Floor	X			
Spot Wet Mop	X			
Wet Mop Entire Floor		X		
Scrub & Re-coat Floor				X
Spray, Buff & Polish			Twice/Mo.	
Wash Tables/Desks/Chairs*			X	
Remove Graffiti from Desks				X
Empty Pencil Sharpener(s)	X			
Empty Trash/Recycle Containers	X			
Wash Chalk Boards/ Trays	X			
Clean Windows, Interior		Spot Clean	X	
Clean Door(s) * Glass & Hardware (interior & exterior)	X			
Spot Wash Walls, Remove Graffiti				X
Clean/ Dust Window Blinds			Twice/ Mo.	
Clean/ Dust Fan Blades			Twice/ Mo.	
Clean Vents			X	
Clean Trash Cans*				X
Clean Lights				X
Clean Sinks*	X			
Dust Shelving & Cleaning Furniture*		X		
Spot Clean Upholstered Furniture				X
Complete High Dusting			X	

*Clean using disinfecting detergent

CARPETED SPACE

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Vacuum Floor	X			
Spot Clean	X			
Extract Entire Floor				**

**Once during the winter break, in addition to the summer cleaning, at a minimum.

Routine Cleaning

3. Custodial and Storage Closets, and available Mechanical Spaces:

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Clean, Dry & Odor Free	X			
Dry Mop Floor		X		
Spot Wet Mop		X		
Wet Mop Entire Floor			X	
Scrub & Re-coat Floor				X
Remove Graffiti				X
Empty Pencil Sharpener(s)				X
Empty Trash/Recycle Containers	X			
Clean Mops and Equipment (maintenance to reduce odor)	X			
Clean Windows, Interior				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			X	

*Clean using a disinfecting detergent

Routine Cleaning

4. Restrooms, Locker Rooms, and Shower Rooms:

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry Mop Floor	X			
Wet Mop Entire Floor*	X			
Clean and Sanitize all Fixtures*	X			
Scrub & Re-coat Floor				X
Remove Graffiti				X
Empty Trash/Recycle Containers	X			
Clean* and Re-fill Soap & Paper Dispensers	X			
Clean Mirrors	X			
Clean Windows, Interior		Spot Clean	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 & Scrub Lockers (exteriors)*			X	
Clean Vents			X	
Clean Trash Cans*		X		
Clean Lights				X
Complete High Dusting			X	

*Clean using a disinfecting detergent

Routine Cleaning

5. Gymnasium:

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry Mop Floor using mop treated with approved solution	X			
Wet Mop Spills/ Spots (cold/ damp mop & dry)	X			
Extend Bleachers, Damp Mop Floorboards & Isles, Damp Wipe Seats*		X		X
Clean and Sanitize all Fountain/ Fixtures*	X			
Remove Graffiti				X
Empty Trash/Recycle Containers	X			
Clean Windows, Interior			X	
Clean Door(s)* Glass & Hardware (interior & exterior)	X			
Clean & Scrub Vertical* Surfaces (walls & stalls)		X		
Clean Vents			X	
Clean Trash Cans*		X		
Clean Lights (accessible)				X
Complete High Dusting			X	

*Clean using a disinfecting detergent

Routine Cleaning

6. Entrances, Lobbies, Hallways, Corridors, and Stairwells:

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry Mop Floor	X			
Spot Wet Mop				X
Wet Mop Entire Floor	X			
Scrub & Re-coat Floor				X
Clean Walk-off Mats (incl. Exterior)	X			
Clean, Scrub, Extract Walk-off Mats (incl. Exterior)		X		X
Sweep Ext. Entrance Area	X			
Spray, Buff & Polish	X			
Clean/ Sanitize Water Fountains	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			
Dust Mop/ Spot Clean Stair Treads, Risers, Landings, Railings, Balusters & Base	X			
Wet Mop/ Scrub Stair Treads, Risers, Landings, Railings, Balusters & Base		X		
Clean Vents			X	
Clean Lights				X
Complete High Dusting			X	

*Clean using a disinfecting detergent

CARPETED SPACE

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Vacuum Floor	X			
Spot Clean	X			
Extract Stairway/Landings			X	
Extract Entire Floor				X

Routine Cleaning

7. Cafeterias, Lunchrooms, Multi-Purpose Rooms, and Lounges:

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Dry Mop Floor	X			
Spot Wet Mop	X			X
Wet Mop Entire Floor	X			X
Spray, Buff and Polish	X			
Clean Lunch Tables*	After each lunch period			
Scrub & Re-coat 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 Vents			X	
Clean Lights				X
Clean Sinks & Sanitize Fountains*	X			
Complete High Dusting			X	

*Clean using a disinfecting detergent

CARPETED SPACE

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED
Vacuum Floor	X			
Spot Clean	X			
Extract Entire Floor		X		

Periodic Cleaning

1. CSMC is to develop and submit to the Division Representative for approval, a “Hard Surface Floor Care Plan” for the building, for surfaces such as: Terrazzo, VCT, VAT, and Tile. The plan to include:
 - a) A schedule showing the floors being stripped and finished yearly so that all classroom floors are completely stripped and refinished each year.
 - b) A schedule showing that main Entrances, Lobbies, and Hallway floors are stripped and re-finished annually and scrubbed and re-coated an additional three (3) times a year at a minimum, as weather and building use may dictate.
 - c) A schedule showing a minimum of half of the other less traveled Hallways and Passageway floors stripped and re-finished annually and all scrubbed and re-coated at least one (1) additional time during the year, as weather and building use may dictate. This is in no way to limit the CSMC’s responsibility to strip and refinish any floor that is in such a condition that refinishing is required.
 - d) Custodial procedure(s) used to execute the plan.

2. CSMC to develop and submit to the Division Representative for approval, a “Carpeted Floor Care Plan” for each building. The plan to include:
 - a) A schedule showing that Entrances, Lobbies, and main Hallway floors are properly extracted each summer and an additional two (2) times a year at a minimum, as weather and building use may dictate.
 - b) A schedule showing all of the other Hallways and Passageway floors being properly extracted during the summer and at least one (1) additional time during the year, as weather and building use may dictate. This is in no way to limit the CSMC’s responsibility to extract any carpeted floor that is in such a condition that it is required.
 - c) All classroom floors to be properly extracted during the summer and as weather and building use may dictate.
 - d) Custodial procedure(s) used to execute the plan.

Annual Cleaning

The schedule for all summer cleaning shall be coordinated with the building Principal and the Division Representative. The schedule is to be constructed in such a way as not to interfere with building summer activities and bearing in mind the fact that maintenance and renovation may be occurring in various sections of the building at the same time. Where possible, spaces are to be cleaned after such maintenance/ renovations are completed.

In addition to thoroughly and carefully completing all the tasks outlined in Routine Cleaning and Periodic Cleaning, the following is to be completed:

1. Clean and wash all interior and exterior surfaces of all lockers with disinfecting detergent, remove all graffiti.
2. Clean, wash, scrub, power wash, and disinfect the floors, walls and stalls of all restrooms, locker rooms, and shower rooms; removing all stains, soap scum, graffiti, and other marks and dirt.
3. Clean auditorium and stage, properly clean and finish and/or extract the floor. Clean and/or extract seating; removing all marks and graffiti.
4. Clean and wash the interior and exterior of all light fixtures and lenses. Task will require "high-lift" equipment in certain areas. Damage, if any, must be reported to the Division Representative, in writing.
5. Clean and wash all desks, inside and out, exterior surfaces of all file cabinets, tables, and bookcases. Vacuum and extract upholstered furniture; polish wooden furniture. Remove all graffiti, gum, and other foreign substances.
6. Clean and wash all walls, top to bottom. Clean and wash all switch plates, ledges, sills, wall clocks, intercoms, woodwork, chalkboards and trays, and all baseboards and moldings.
7. Clean and wash, inside and out, all windows. It is the CSMC's responsibility to remove and replace all grills, screens and other such items necessary to complete this task. The windowsills and other spaces between these features are to be washed at this time. Damage, if any, is to be reported to the Division Representative, in writing.
8. Clean and wash all doors, sills, frames, glazing, and hardware.
9. Clean and wash all radiators and vent covers.
10. Clean from all ceilings: pins, pencils, paperclips, gum, candy, tape and paper, and all other foreign substances. Do not remove or disturb ceiling tiles.
11. Clean and wash all wall and ceiling fans, HVAC vents and diffusers.
12. Remove, clean and wash all blinds and shades, top to bottom, inside and out. Damage, if any, is to be reported to the Division Representative, in writing.
13. All other washing, cleaning, and coating procedures necessary to return the building to a clean, safe and inviting condition ready for Division use as an educational facility.

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with **Essex County Public Schools** students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia § 22.1-296.1 making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Essex County Public Schools** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain)

Contractor: _____ **Date:** _____

By: _____

Print: _____

Title: _____

**COUNTY SCHOOL BOARD OF ESSEX, VIRGINIA
STANDARD TERMS AND CONDITIONS**

1. General Provisions

1.1 Unless otherwise agreed to in a writing signed by the Superintendent for Essex County Public Schools (ECPS), and approved as to form by the attorney for Essex County Public Schools, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between the School Board for the County of Essex, Virginia (the “Board”) and _____ (the “Contractor”).

2. Definitions

2.1 “Solicitation” means the vehicle by which the Board solicited pricing, and if applicable other terms, by which it could acquire goods or services from Contractor, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Essex County Code, Board policy, or Virginia law.

2.2 “Contract Documents” means all documents that constitute any legal and binding agreement between the Contractor/Vendor and the Board, including these Standard Terms and Conditions.

2.3 “Contract Period” means the time period from the time that Contractor first becomes legally bound to provide goods or services to the Board in response to a Solicitation until all of Contractor’s contractual obligations to the Board, arising out of the Solicitation, cease.

2.4 “Obligations” means any and all legal obligations of Contractor under any Contract Documents.

3. Laws of the Commonwealth

3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Essex County Code. Contractor represents and warrants to the Board that:

- a.) During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
- b.) It does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,
- c.) Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. School Board Policies

4.1 In every contract of over \$10,000, the Contractor agrees during the Contract Period that Contractor:

- a.) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor;
- b.) Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
- c.) Will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and,
- d.) Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Contractor in order to fulfill its Obligations, so that the provisions will be binding upon each subcontractor or vendor employed by Contractor.

4.2 In every contract of over \$10,000, the Contractor agrees during the Contract Period the Contractor shall:

- a.) Provide a drug-free workplace for its employees;
- b.) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
- c.) State in all of its solicitations or advertisements for employees that the Contractor maintains a drug-free workplace; and
- d.) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
- e.) For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract

awarded to a Contractor under a solicitation and in accordance with the Virginia Public Procurement Act and/or the Essex County Code.

- f.) In addition to the provisions contained in sub-paragraph c pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.

4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia and applicable Board policy, in all solicitations, contracts, and purchase orders, the Board does not discriminate against faith-based organizations.

- a.) "Faith-based Organization" means a religious organization that is or applies to be a Contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
- b.) If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the Board's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Contractor/Vendor is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor/Offeror shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

5. Certifications

5.1 The Contractor certifies that Contractor's response to the Solicitation:

- a. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a proposal in response to the same solicitation;
- b. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;

- c. Is in full compliance with the Virginia Conflicts of Interest Act;
- d. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
- e. Has been prepared without the benefit of being provided information not available to the general public, or other potential offerors, such as insider information known to Board employees or other sources which may have gained such information from interaction with Board employees;

5.2 The Contractor has not offered or received any kickback from any other offeror or contractor supplier, manufacturer, or subcontractor in connection with the proposal on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

5.3 The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning proposals, prices, terms or conditions upon which the contract resulting from the acceptance of his proposal proposal is to be performed;

5.4 The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this Request for Proposals; and

5.5 Neither Contractor, Contractor's subcontractors, nor any person acting on Contractor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. Warranties

6.1 The Contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Contractor to perform its Obligations. Any goods or services furnished by the Contractor under the Contract Documents shall be covered by the most favorable warranties provided by the Contractor to any customer.

6.2 Contractor warrants to the Board that all materials and equipment furnished shall be new, unless otherwise specified, and that Contractor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other

warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Contractor warrants Contractor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Contractor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.

6.3 The Contractor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Contractor will pay to the Board the full contract price agreed to by the Board to be paid for the supplies, materials, equipment or services furnished under the proposal or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the Board.

7. Modifications, Additions or Changes

7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Board. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the Contract or \$50,000, whichever is greater, without the approval of the Board. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Board.

8. Proposal Acceptance Period

8.1 Any proposal in response to a solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

9. Indemnification

9.1 The Contractor agrees to indemnify, defend and hold harmless the Board and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor (ii) any services of any kind or nature provided by the Contractor or (iii) Contractor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the Board.

10. Assignment

10.1 Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the Board.

11. Audit

11.1 The Contractor hereby agrees to retain all books, records, and other documents relative to Contractor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Board and its authorized agents, state auditors, the grantor of the funds to the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.

12. Ownership of Documents

12.1 Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its Obligations shall be remitted to the Board by the Contractor, without demand therefore, upon the earliest of (i) completion of its Obligations (ii) completion of the Contract Period or (iii) termination, cancellation or expiration of the Contract Documents. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Board. The Board shall own the intellectual property rights to all materials produced under this Agreement.

13. Payment and Performance Bond

13.1 If Contractor's Obligations include construction, the amount of which exceeds \$100,000, the Contractor shall furnish to the Board the bonds required under applicable Board policy, and shall otherwise fully comply with the requirements of such sections policy. The Board reserves the right to require payment and/or performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections policy.

14. Required Payment

14.1 The Contractor covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the Contractor by the School Board for work performed by a subcontractor under the Contract:

- a.) pay any subcontractor for its proportionate share of the total payment received from the Board attributable to the work under the Contract performed by such subcontractor, or
- b.) notify the Board and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore;

14.2 Contractor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the Board being required to make any payment to the Contractor under the Contract Documents.

14.3. Contractor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board for work performed by the subcontractor in furtherance of Contractor meeting its Obligations to the Board, except for amounts withheld pursuant to subparagraph 14.1(b) above.

14.4 Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

14.5 Contractor agrees to include in its contracts with any and all subcontractors the requirements of 14.1(a) and 14.1(b) above and a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

14.6 Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above shall not be construed to be an obligation of the Board. No contract modification shall be

made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

15. Liability Coverage

15.1 Unless otherwise expressly excepted in the Solicitation documents prepared by the Board, the Contractor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the Board from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Contractor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section C of the Standard Terms and Condition of the Request for Proposals and shall name the "County School Board of Essex, County Virginia" as an additional insured. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Contractor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Contractor provides goods or services to the Board, the Contractor shall provide the Board with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Board at least 30 days' notice prior to cancellation or other termination of such insurance.

16. Compliance With Laws

16.1 All work performed shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, and Board policies.

17. No Waiver

17.1 Any failure of the Board to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the Board of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the Board's position and Contractor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the Contractor may assert in any action by the Board. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

18. Termination and Cancellation

18.1 The Board shall have the unilateral right to terminate any contract with Contractor for default on the terms of that contract, or any other contract between the Contractor and the Board.

18.2 The Board has the unilateral right to cancel and terminate any contract with Contractor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Contractor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the Board with ninety (90) days written notice. If a contract is terminated in whole or in part for the convenience of the Board, the Contractor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

18.3 Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

19. Availability of Funds

19.1 It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the Board's Obligations with respect to the Contract Documents.

20. Billing, Method of Payment and Offset Rights

20.1 Billing shall be done monthly based on the contracted rate proposal by the Contractor and submitted to the Essex County Public Schools' Finance Department. The Board will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Essex County Public Schools' Finance Department.

20.2 Contractor agrees that the Board has the unilateral right to offset any bill submitted to Board by Contractor, or any payment owed to Contractor by the Board, by any amount due to the Board from Contractor pursuant to the Contract Documents, or any other agreement, contract or transaction between Board and Contractor.

21. Work Site Damages

21.1 Any damages, including damage to finished surfaces, resulting from Contractor's performance of its Obligations shall be repaired to the satisfaction of the Board at the Contractor's expense.

22. Choice of Law

22.1 To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of law.

23. Forum Selection

23.1 The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Essex County, Virginia for resolution of any and all claims, causes of action or disputes between Contractor and the Board. Contractor agrees that service by registered mail to the address set forth in Paragraph 26.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

24. Severability

24.1 If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the

remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

25. Attorneys' Fees

25.1 Should the Board employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract Documents or Contractor's Obligations (ii) assist in enforcing or defending any of the Board's rights under the Contract Documents (iii) protect the Board's interest in any matter arising under a contract with Contractor (iv) collect damages for the breach of a contract or any other amounts owed to the Board; or (v) recover on a surety bond given by the Contractor, then the Board shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Contractor if the Board prevails in court.

26. Notices

26.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

a.) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or

b.) transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Board shall be sent to:

Superintendent of Schools
Essex County Public Schools
109 Cross Street
Tappahannock, Virginia, 22560

With a copy to:
Bradford A. King, Esq.
Sands Anderson, P.C.
P.O. Box 1998
Richmond, VA 23218-1998

27. Contractual Claims Procedure

27.1 Contractual claims or disputes by Contractor against the Board, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Board written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

27.2 The Board, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.

27.3 If the Contractor disagrees with the decision of the Board concerning any pending claim, the Contractor shall promptly notify the Board by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Board or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Board, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

27.4 The Board's decision on contractual claims shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

28. Correction of Defective Work

28.1 Contractor shall promptly replace or correct any work or materials which Board rejects as failing to conform to the requirements of the Contract Documents. If Contractor does not do so within a reasonable time, Board shall have the right to replace or correct the defective work or materials and Contractor shall be liable to the Board for the cost thereof. If, in the opinion of Board, it is not expedient to correct or replace all or any part of rejected work or materials, then Board, at its option, may deduct from the payment due, or to become due, to Contractor such amounts as, in Board's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.