

THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA

**Request for Proposal (R.F.P)
Custodial and Custodial Supervision Services Contracts**

Issued by: The School District of the City of Erie



Due: Monday, January 6, 2020 at 1:00 p.m.
To: Angela Jones, Board Secretary
The School District of the City of Erie
148 W 21st Street
Erie, PA 16502



Brian J. Polito, CPA
Superintendent of Schools

Bea Habursky
Assistant Superintendent

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An Equal Opportunity Employer

November 7, 2019

To: Prospective Bidder

Subject: Request for Quotation

The School District of the City of Erie, PA is accepting proposals for contracts to provide custodial and custodial supervision services to The School District of the City of Erie, PA.

This request for proposals for the Custodial Services contract is for a 3-year period, with the option to renew the contract for two (2) additional one (1) year periods. The request for proposals for Custodial Supervision Services is for a 2-year period, with the option to renew the contract for two (2) additional one (1) year periods. Both initial terms will expire August 30, 2023. Renewal(s) will depend on pricing and level of service received during contract period.

If you desire to bid on these services, please submit your proposal no later than 1:00 PM on Monday, January 6, 2020 at which time proposals will be publicly opened at Erie Public Schools' Dr. James E. Barker Leadership Center. Mail or hand deliver your sealed bid in an opaque envelope and must clearly be marked "RFP CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACT" to: Angela Jones, Board Secretary, The School District of the City of Erie, PA, 148 West 21st Street, Erie, PA 16502. Your bid must be received before the bid opening date and time, when all bids will be publicly opened and read aloud. No fax, verbal, e-mail or telephone quotations will be accepted. The School District of the City of Erie, PA is not responsible for late, lost, misdirected, damaged, incomplete, illegible or postage-due mail.

All prospective Bidders shall attend a mandatory pre-bid meeting. The purpose of the meeting is to provide for questions and answers as required to clarify the requirements and specifications contained in the RFP. Only those prospective Bidders present will be deemed eligible to bid on this project. Any assistants or subcontractors in the project are also required to attend the pre-bid meeting to be held at Erie High School, 3325 Cherry Street, Erie, Pennsylvania 16508 on November 21, 2019 at 8:30 AM.

Thank you for your participation.

Neal Brokman
Executive Director of Operations
The School District of the City of Erie

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THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA
CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACTS
RFP

SECTION 1.0 REQUEST FOR PROPOSAL

- 1.01 **SUBMISSION DEADLINE AND REQUIREMENTS:** The School District of the City of Erie, PA is requesting bid proposals from qualified companies for separate Contracts for Custodial and Custodial Supervision Services Operations. Proposals must be received at The School District of the City of Erie, PA School District Administration Office, Attn: Ms. Angela Jones, Board Secretary, no later than 1:00 PM EST on January 6, 2020, at which time proposals will be publicly opened for tabulation in the Conference Room at the Dr. James E. Barker Leadership Center, 148 West 21st Street, Erie, PA 16502. Proposal envelopes must be sealed in an opaque envelope and marked “**RFP CUSTODIAL and CUSTODIAL SUPERVISION SERVICES**”, **Attention: Ms. Angela Jones, Board Secretary**. No telephone, e mail, facsimile, or verbal quotations will be accepted. The School District City of the City of Erie, PA is not responsible for late, lost, misdirected, damaged, incomplete, illegible or postage-due mail.
- 1.02 Additional copies of the RFP documents are available upon request or online.
- 1.03 Each Bidder is responsible for delivery of Proposal. Proposals and/or Proposal revisions received after the date and time specified will not be considered.
- 1.04 Each Proposal must be an original hard copy and signed by an authorized member of the Bidder’s company. This member should be the highest-ranking officer at the local level.
- 1.05 Each Bidder must submit with the signed original Proposal, three (3) complete copies of the signed original Proposal.
- 1.06 The School District of the City of Erie, PA is requesting two proposals.
 - 1.06.1 The first proposal is for the Contractor to provide all needed Custodial Services beginning at the earliest on July 1, 2020 for a term ending August 30, 2023, with up to two renewals of one year each. See section 4.02 for contract term details.
 - 1.06.2 The second proposal is for the Contractor to provide Custodial Supervision Services beginning on July 1, 2021 for a term ending August 30, 2023, with up to two renewals of one year each.
- 1.07 **INQUIRIES:** Prospective Bidders may request clarification of information contained in the RFP. All such requests must be received by 4:00 p.m. on December 16, 2019. A response to all written requests will be provided within

two (2) business days after the receipt of such request. Responses to any request for clarification will be provided in writing to all prospective Bidders who are on record as having received the RFP. All inquiries for clarification of information contained in the RFP must be submitted on the Bidder Inquiry Form to:

Attn: Neal Brockman, Executive Director of Operations

Office phone: (814) 874-6123

Fax: (814) 874-6042

[E-mail:nbrockman@eriesd.org](mailto:nbrockman@eriesd.org)

- 1.08 **PRE-BID MEETING:** All prospective Bidders shall attend a mandatory pre-bid meeting. The purpose of the meeting is to provide for questions and answers as required to clarify the requirements and specifications contained in the RFP. Only those prospective Bidders present will be deemed eligible to bid on this project. Any assistants and/or subcontractors must be present at the pre bid meeting. This pre-bid meeting will also include site visits to schools in the District. The pre-bid meeting to be held in the library at Erie High School, 3325 Cherry Street, Erie, PA 16508 on Thursday, November 21, 2019 at 8:30 a.m.. A postponement date is scheduled to occur on Friday, November 22, 2019 at 8:30 a.m.
- 1.09 Site visits of The School District of the City of Erie will be held on the same day and time as the mandatory pre-bid meeting.
- 1.10 **PROPRIETARY INFORMATION:** The information provided in the RFP is intended solely for internal use by the Bidder in response preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.
- 1.11 **RESTRICTIONS ON COMMUNICATION:** From the issue date of the RFP until a Contract has been awarded and announced, prospective Bidders, and employees are not allowed to communicate about the subject of the RFP or a Bidder's Proposal except as provided in the pre-bid meeting (reference section 1.08) and inquiries (reference section 1.07.)
- 1.12 **PROPOSAL COSTS:** Any recipient of the RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to the RFP, or any negotiations incidental to its Proposal or the RFP.
- 1.13 **RFP/PROPOSAL INFORMATION CONTROL:** The following process described is intended to ensure that all prospective Bidders have equal access to information relative to the RFP. As part of the RFP preparation (which may have included previous discussions with selected prospective Bidders), every effort has been made to provide prospective Bidders with adequate disclosure. Each Bidder shall prepare its Proposal based only on the information contained in the RFP, or any clarification or addendum thereto, or obtained at the pre-bid meeting or site visits conducted in response to this RFP, notwithstanding any information that

may have been previously provided. A prospective Bidder noting any inconsistency between the information contained in the RFP and any information previously provided should request clarification (reference Section 1.07).

No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in the RFP, an addendum to the RFP, a request for clarification or written response thereto, or in the Proposal.

- 1.14 **ADDENDA TO THE RFP:** Should it become necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all prospective Bidders on record as having received the RFP. Each Bidder must acknowledge receipt of addenda, but the failure of a Bidder to receive or acknowledge receipt of any addendum, shall not relieve the Bidder of the responsibility for complying with the terms thereof. Acknowledgment shall consist, minimally, of returning a signed copy of all addenda cover sheets as part of the Proposal by the RFP closing date and time. All addenda shall become a part of the RFP. Acknowledgment of all addenda received must be submitted by the RFP closing date and time.
- 1.15 **OPENING OF PROPOSALS:** At the specified time and date stated in Section 1.01 all submitted Proposals shall be opened. No immediate decision will be rendered. Any interested parties may attend the opening, however, information received will be confidential until Proposals are opened for public tabulation, except as required by law.
- 1.16 **RESERVATION OF RIGHTS:** The School District of the City of Erie, PA reserves the right to accept or reject any or all Proposals not withdrawn before the opening date and to waive any irregularity or informality in the Proposal process. The School District of the City of Erie reserves the right to award Custodial Services and Custodial Supervision Services to separate Contractors. The School District of the City of Erie, PA reserves the right to conduct discussions, request additional information and accept revisions of Proposals from any or all Bidders. The School District of the City of Erie, PA reserves the right to negotiate with the Bidder whose proposal is deemed strongest on all terms, including, but not limited to obtaining a best and final offer. Bids may not be withdrawn within 60 days after opening date without forfeiting bid security. Proposals for Custodial Services must remain firm for a minimum of one year. Proposals for Custodial Supervision Services must remain firm until, at the earliest, June 30, 2021. The School District of the City of Erie, PA reserves the right to make such investigations as deemed prudent to determine Bidder's qualifications and eligibility, including but not limited to, requests for financial statements and company profiles.
- 1.17 **FINALITY OF DECISION:** Any decision made by The School District of the City of Erie, PA, including but not limited to, the selection of a Contractor or Contractors or rejection of bids, shall be final.

SECTION 2.0 DEFINITIONS

- 2.01 **“District”** – The Board of School Directors of The School District of the City of Erie, PA or its expressly authorized representative. The term may also be referred to as “Owner” or “The School District of the City of Erie, PA.”
- 2.02 **“Contractor”** – Any custodial company having been invited by The School District of the City of Erie, PA, which as a matter of record received the RFP and prepared and presented a Proposal for the CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACTS in accordance with the RFP.
- 2.03 **“Proposal”** – A response to the RFP submitted in accordance with the RFP.
- 2.04 **“Cleaning of Buildings”** - Refers in the RFP to those services provided pursuant to a proposed Custodial Services contract.
- 2.05 **“Custodial Services”** – Refers in the RFP to the proposed privatized service provider contract that includes the cleaning of buildings.
- 2.06 **“Custodial Supervision Services”** - Refers in the RFP to the proposed privatized service provider contract that includes the supervision of custodial staff.
- 2.07 **“Properties”** – The facilities owned by The School District of the City of Erie, PA. listed in Exhibit 3.
- 2.08 **“Contracts”** – The Contracts resulting from The School District of the City of Erie, PA’s acceptance of a Contractor’s Proposal, together with such form of Contracts, if any, as The School District of the City of Erie, PA and Contractor may reasonably agree, including among other documents, the Request for Proposals, the responsive Proposal, all bid documents, addenda, etc., any exhibits to the responsive Proposal or terms and conditions negotiated by The School District of the City of Erie and the Contractor, performance bonds, and other documents as agreed to between the parties.
- 2.09 **“Contract Year”** – except as provided herein, or as may be negotiated by the parties, each 12-month period commencing on July 1 and ending on the next succeeding June 30 during the term hereof or ending on the termination date if the contract is terminated earlier if this contract is terminated prior to June 30.

SECTION 3.0 SPECIFICATIONS/SCOPE OF WORK

- 3.01 **BACKGROUND – GENERAL OVERVIEW:** This RFP is being issued to qualified Custodial and Custodial Supervision Service providers for the provision of the Custodial and Custodial Supervision components at The School District of the City of Erie, PA. The School District reserves the right to reject all proposals, or to award either, all or none of the contracts. The District anticipates that, should it determine to award both the Custodial and the Custodial Supervision

Service contracts, the contract award will be to the same entity. Contract awards may be conditional.

- 3.02 The School District of the City of Erie, PA is comprised of different buildings throughout the District servicing a pre-K – 12 education. Other buildings support the administration required to fulfill such education. For a comprehensive building list see Exhibit 3. The District may close or consolidate schools during the term of any Contract awarded by the District. See section 9.16.
- 3.03 Custodial Services shall include: maintaining a clean environment for all students, faculty and guests for all of the District buildings. A full list of responsibilities can be found in Exhibit 1 and 3. The District reserves the right to amend these responsibilities. The District and Contractor shall negotiate a reasonable payment decrease or increase as a result of such amendment.
- 3.04 Custodial Supervision Services shall include: maintaining a clean, safe environment for all students, faculty and guests for all District buildings. A full list of responsibilities can be found in Exhibit 1 and 3. The District reserves the right to amend these responsibilities. The District and Contractor shall negotiate a reasonable payment decrease or increase as a result of such amendment.
- 3.05 It is understood and agreed that the District shall in no way be responsible for any theft, disappearances or other misappropriation of any equipment/ supplies that may be brought by the Contractor.
- 3.06 The Contractor will provide all cleaning supplies. The District reserves the right to approve of any and all cleaning supplies which are utilized in the District buildings. The Contractor will bill the District monthly for the supplies used, at cost. At the end of the Contract term the Contractor will buy back any unused supplies from the District in order to prevent overbuying. The District reserves the right to purchase cleaning supplies in the event it is able to obtain more advantageous pricing.
 - 3.06.1.1. Invoices Exclusive of Taxes. Invoices shall be exclusive of state sales, use or gross receipts taxes, and federal excise taxes. The District will provide Contractor with a copy of the Pennsylvania Sales Tax Blanket Exemption form upon request. Contractor is to submit, with the Proposal, a proposed procedure to be used to ensure that no portion of any invoice, or any cost on any invoice, contains or includes state sales, use or gross receipts taxes.
- 3.07 All equipment used in the performance of services by the Contractor shall be owned by the District. The Proposal contains an inventory list of equipment currently owned by the District and which will be made available to the Contractor to use during the term of the Contract. See Exhibit 7. As part of the proposal, the Contractor shall determine whether additional equipment is needed

for the performance of services, and shall provide an estimate to the District regarding how much it will cost the District to acquire and maintain the equipment on an annual basis.

- 3.08 Failure by the Contractor to maintain quality, service, and/or cleanliness standards as determined by District management will be documented and may result in cancellation of part or all of a Contract.
- 3.09 The requirements in this scope of work are the minimum required for the District's Custodial Services and Custodial Supervisions Services. Contractors are encouraged to be creative and propose improvements and enhancements for consideration. Proposals may include alternative methods of service delivery including, but not limited to, cleaning route and/or specialized night cleaning crews, mechanized cleaning solutions, or other alternatives. Contractors are to clearly specify any alternative arrangements in their proposals, outline the associated benefits, and include expected cost savings.
- 3.10 Should the School District of the City of Erie determine to award contract(s), this RFP will result in a single contract award for Custodial Services and a separate single contract award for Custodial Supervision Services.
- 3.11 **OBJECTIVES:** The District seeks to accomplish the following objectives for its Custodial and Custodial Supervision Services. (This list is not in order of importance.)
 - 3.11.1 Develop and establish service levels and operating hours that are responsive to the needs of students, faculty, staff, and guests.
 - 3.11.2 Develop an innovative and effective custodial program.
 - 3.11.3 Develop reporting systems that meet the needs and expectations of the District.
 - 3.11.4 Maximize productivity through strong custodial service operations.
 - 3.11.5 Instill flexibility into all aspects of custodial and custodial supervision service operations to enhance responsiveness to demand.
- 3.12 **GENERAL POLICIES AND REQUIREMENTS APPLYING TO ALL AREAS**
 - 3.12.1 All custodial functions shall be performed in District facilities. The Contractor will not be authorized to utilize the facilities for any other custodial service or purpose not specifically defined in the RFP.
 - 3.12.2 The Contractor will provide services at the times required.

- 3.12.3 The policies and activities of the Contractor shall be subject to the approval of the District; said policies and activities shall include, but not be limited to, the quality of the services by the Contractor.
- 3.12.4 The Contractor shall provide a routine review and inspect operations, consult with the District on current and future Custodial and Custodial Supervision services programs, and to ensure that the contract lead for the Contractor has the full authority to act on the Contractor's behalf in any and all matters pertaining to the specifications of this Contract.
- 3.13 **FACILITIES AND EQUIPMENT:** The District will provide the Contractor with all facilities to efficiently perform the Custodial and Custodial Supervision Services as proposed, together with heat and utility service. The District will maintain utility service at its best efforts. The District will not be responsible for any losses caused by utility outages. The Contractor agrees to keep energy consumption at a minimum and will comply with energy conservation practices and policies in keeping with the District's efforts.
- 3.14 The Contractor will be responsible for advising the District of the need for repairs to District facilities. The Contractor will be responsible for advising the District of the need for any necessary repairs or replacements of District equipment. The District will approve whether equipment shall be repaired or replaced. The Contractor will cause authorized repairs to District equipment to occur. The District shall be liable for the expense for such repairs. The District reserves the right to purchase replacement equipment in the event that it is able to obtain more advantageous pricing. The Repair and/or replacement costs are the responsibility of the Contractor in those instances where the necessity for repair or replacement is due to negligence on the part of the Contractor or employees under the supervision and direction of the Contractor. No equipment of any type shall be removed from the facilities except to be repaired and only then with the approval of the District.
- 3.14.1 The District is responsible for control of the keys (maintained in key boxes with listings) for the areas identified for the operation of Custodial Services. The Contractor shall be responsible for reimbursing the District for the replacement of lost keys and cost of re-keying and replacement of lock cylinders required as a result of negligence and/or lost keys by its employees.
- 3.14.2 The District utilizes an access control point for all District buildings. The District will furnish the Contract with key fobs to permit access to District buildings. It is the responsibility of the Contractor to ensure those key fobs remain in working order and the Contractor assumes the cost for replacing any key fobs which may become broken or lost.

SECTION 4.0 CONTRACT FORMATION AND PERIOD

- 4.01 This is a request for Proposals only. Proposals will be treated as offers to enter into a Contract with the District. Proposals for Custodial Services must remain firm for a minimum of one year. Proposals for Custodial Supervision Services must remain firm until, at the earliest, June 30, 2021. The written acceptance of a Contractor’s Proposal by the District shall constitute a Contract, pending execution of a formal written Contract satisfactory to both the District and the Contractor and a vote by the District’s Board of School Directors. Contract award may be conditional.

- 4.02 **CONTRACT TERM:** The Contract period for a Custodial Services Contract shall begin, at the earliest, on July 1, 2020, or on the first day of any month during the period within which proposal pricing is firm. The beginning of the term shall be established by the District, and the District shall provide the Contractor with a minimum of ten (10) business day’s notice prior to the initiation of the thirty (30) day transition plan as required in 6.06.1.6. Irrespective of when the Contract may begin, the Contract term will expire on August 30, 2023 with the possibility of two one-year extensions for up to two additional years. The Contract period for a Custodial Supervision Services Contract shall begin on July 1, 2021 for a term lasting until August 30, 2023, with the possibility of two one-year extensions for up to two additional years.

- 4.03 **TERMINATION:** The District may terminate the Contract for convenience upon ninety (90) days written notification to the Contractor or if performance is not satisfactory as it relates to service requirements, deviation from specified product quality or cost agreements.

- 4.04 The Contractor shall give consideration to the school employee, which shall include an interview, when hiring any new employee for the same or substantially similar position which the school employee held with the school employer. If requested by the Contractor, the school employer shall provide to the Contractor information regarding the performance and employment duties of the school employee.

SECTION 5.0 SELECTION TIMELINE

The District’s anticipated timeline for the selection process is:

November 7, 2019	RFP sent to prospective Bidder
November 21, 2019	Mandatory pre-bid meeting and site visits
November 22, 2019	Postponement date for mandatory pre-bid meeting
December 16, 2019	Deadline for submitting written requests for Clarification and Questions
January 6, 2020	Deadline for submitting proposals at 1:00 p.m.
January 8, 2020	Superintendent presentation of all bids to the Boards of School Directors
January 22, 2020	Board of School Directors to hold public hearing pursuant to Section 528 of the Public School Code
May 13, 2020	Board of School Directors consider contract award for Custodial Services
May 2021 Board Meeting	Board of School Directors consider contract award for Custodial Supervision Services.

SECTION 6.0 PROPOSAL REQUIREMENTS AND FORMAT

- 6.01 This outlines the information that must be provided by Bidders and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified. Please refer also to the SUBMISSION DEADLINE AND REQUIREMENTS section (reference Section 1.0) of the RFP for additional requirements.
- 6.02 The Contractor must provide information concerning any violation of federal or state law or regulation by the Contractor, composite information about the criminal and disciplinary records of the current employees of the Contractor who may perform the custodial services or custodial supervision services and information concerning any traffic violation or chargeable accident that occurred during the course of employment by an individual employee of the Contractor.
- 6.03 Proposals should be presented in a format that can readily be incorporated into a form of Contract between the Contractor and the District. Each Bidder is encouraged to include with its Proposal a form of such Contract.

- 6.04 Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the District to determine the Bidder's overall qualifications. Each Proposal shall also include any other information that the Bidder feels is significant in making an informed decision relative to the Proposal.
- 6.05 Any exceptions to the specifications or any other special considerations or conditions requested or required by Bidder shall be enumerated by the Bidder and submitted as part of its Proposal, together with an explanation as to the reason the specifications cannot be met. Each Bidder shall be required and expected to meet the specifications in their entirety, except to the extent exceptions are expressly noted in its Proposal.
- 6.06 Each Bidder shall submit its Proposal for Custodial Services with a 3-year contract term beginning as more fully described in section 4.02 and ending August 30, 2023 with the possibility of two one-year extensions. Each Bidder shall submit its Proposal for Custodial Supervision Services with a 2-year contract term beginning on July 1, 2021 and ending August 30, 2023, with the possibility of two one-year extensions. Each Proposal shall include a thirty (30) day implementation schedule, financial proforma (and assumptions) for each year of the proposal (minimum three-year cost projection, using generally accepted accounting principles), labor schedule and the following:

6.06.1 Management Capability

- 6.06.1.1. The Contractor must provide precise plans for each step in assuming management control and describe its ability to commit the staff personnel and resources required to develop a responsive management structure. A statement of the Contractor's management philosophy should be included.
- 6.06.1.2. The proposal shall specify how the personnel employed to fulfill the contract will operate organizationally. All positions proposed by the Contractor should be listed with areas of responsibility clearly defined.
- 6.06.1.3. The proposal should include profiles identifying all personnel in your employ that will be assigned to District's campus. The profiles should describe experience, education, background, specific professional accomplishments, and any special qualifications. Final selection of personnel must be approved by the District.
- 6.06.1.4. An organizational chart of overall Contractor's management, showing special staff personnel, line supervision, and their relationships to school personnel

should be included. The Contractor should include an organizational chart showing it's proposed structure in the event the School District outsources Custodial Supervision Services, and a separate chart showing it's proposed structure if Custodial Supervision Services are not outsourced.

6.06.1.5. The proposal shall include a description of training programs used for management personnel. The Contractor shall also describe training programs for other personnel in custodial and building maintenance, and OSHA Complaint Safety Training and Documentation, including information on the staff conducting the training, their background and qualifications and available training resources. Staff will be required to be trained in Blood Borne Pathogens, and any other safety training tutorials that would coincide with their job duties (i.e. Ladder safety, back safety, slips and falls; fire extinguisher usage, etc.).

6.06.1.6. Transition Plan. In order to be considered responsive, the proposal should include a detailed transition plan from pre-planning (30 days prior to start of contract), the start of the contract, and at least the first three months after the start. The plan must provide detail regarding additional management or staff that will be provided, any requirements for the District, estimated completion dates, and responsible parties for each task. Any start up or transition costs will be the sole responsibility of the Contractor.

6.06.2 Technical Quality

6.06.2.1. The proposal should include a description each served facility including an evaluation of each unit and its capacity to provide the desired services and the resources required to efficiently handle a custodial service operation of this size and scope.

6.06.2.2. The proposal should include the Contractor's analysis of the school custodial service environment, including techniques for preventing common problems and coping with them if they do arise. The Contractor should explain and include examples of systems used to determine customer satisfaction.

6.06.3 Contractor's Experience and Capabilities

- 6.06.3.1. The proposal must include a description of the general background, experience and qualification of the Contractor in college and school or similar custodial service. The Contractor must list at least three (3) operations presently served that is similar in nature to that of the District's, including at least one (1) PreK-12th grade institution. A general description of the type of units (e.g., industry, office building, etc.) and the period of time Contractor has served that contract for each. This information shall include the names, titles, addresses, and telephone numbers of individuals who are in a position to evaluate the general quality of the operation at their facilities.
- 6.06.3.2. The Contractor must provide a list of contracts, if any, lost in the last 5 years, together with reasons for termination.
- 6.06.3.3. In addition, the Contractor shall provide a listing of litigation and final judgements against the Contractor in the past three (3) years:
- 6.06.3.3.1 The Contractor must provide certification that there is no litigation that would jeopardize the financial condition of the Contractor or its ability to meet the terms of the proposal.
- 6.06.3.4. The Contractor must describe their capacity to provide assistance in short-and long-the range planning of facilities and services. Contractor must describe special additional personnel, if any, available to provide consulting services to local staff and to the District.
- 6.06.3.5. The Contractor must describe the procedures and capacity for replacing local personnel at all levels as part of transition plan identified in section 6.06.1.6.

6.06.4 Cost

- 6.06.4.1. The Contractor shall submit a complete estimated operating statement for the proposed contract period(s), indicating the following estimated costs:
- Salaries and Wages
 - Other Payroll Costs
 - Total Labor Costs

- General Insurance
- Bank Charges
- Other Operating Costs
- Administrative Expenses
- Total Direct Expenses
- Total Cost and Expense
- Operating Profit
- Overtime Rates

- 6.07 The Contractor will describe the resources, which are covered by administrative expenses.
- 6.08 Checklist of Proposal responses due.
- 6.09 Exceptions, including explanations, to Contract specifications, RFP requirements and signatures.
- 6.10 Any additional information considered necessary or helpful to the District in determining Bidder's qualifications/signatures.
- 6.11 Reference information for at least one (1) PK-12 institution or similar client with Custodial and Custodial Supervision Service contract needs similar to The School District of the City of Erie, PA. Include contact name, address, and telephone number and number of years servicing client.
- 6.12 Bidder's form of contract, if any, to encompass RFP and Proposal.
- 6.13 Signed copies of the addenda cover sheets, if applicable.
- 6.14 Executed Non-Collusion Affidavit.
- 6.15 Three (3) complete copies of signed original Proposal.

SECTION 7.0 EVALUATION CRITERIA

- 7.01 Contract award will be based upon a comprehensive review and analysis of the Proposals that best meet the needs of The School District of the City of Erie, PA. The specific evaluation criteria is included in Exhibit 6.
- 7.02 **PRESENTATIONS:** To assist in the evaluation process, a minimum of two (2) Bidders may be invited for an interview and opportunity to give an oral presentation of their Proposal to the District's Selection Committee. The presentation should be no longer than one (1) hour in length, with sufficient time allocated for questions and answers. Specific appointments will be scheduled with the invited Bidders.

SECTION 8.0 CONTRACT SPECIFICATIONS

8.01 HEALTH AND SAFETY:

- 8.01.1 It shall be the sole responsibility of the Contractor to require its employees to abide by all health and safety requirements imposed by law. Further, the Contractor and all of its employees shall abide by safety and health regulations set forth by the District.
- 8.01.2 The Contractor shall maintain sanitary working areas and shall comply with all federal, state, and local health and sanitation regulations that apply to custodial service operations.
- 8.01.3 The District reserves the right to inspect all cleaning areas, storage areas, offices and any other space under the Contractor’s control at any time with or without notice.
- 8.01.4 The Contractor shall state their corporate commitment to recycling and be responsible for maintaining proactive energy conservation programs and, as a minimum, shall include the following:
 - Waste reduction: The Contractor shall employ all reasonable measures to reduce and prevent waste.
 - Recycling: The Contractor shall participate in any existing and/or future recycling programs established by the District. Any additional costs are to be at the school’s expense.
 - Safety: The Contractor shall use a proactive safety program for its employees and operations at the schools, as well as comply with all District safety rules that apply to Custodial Services operations.

8.02 EQUIPMENT AND FACILITIES MAINTENANCE AND SANITATION

- 8.02.1 The premises, equipment, and facilities shall be maintained in a condition satisfactory to the District and follow the specification frequencies as outlined in Exhibit 2 without exception.
- 8.02.2 The District shall have the right at all times to determine by inspection that facility cleanliness, sanitation and maintenance are satisfactory and in accordance with specifications.

8.03 LICENSES:

- 8.03.1 The Contract shall obtain all required licenses and permits required by law for the operation of the Custodial and Custodial Supervision Services Contract. The Contract shall pay all required fees, taxes, and other charges applicable.

- 8.04 **LAWS, RULES AND REGULATIONS:** The Contractor must comply with all District policies, county and local ordinances and/or state and federal laws that may be applicable to its performance under the Contract.
- 8.05 **PERSONNEL:**
- 8.05.1 The Contractor shall maintain an adequate staff at all times to ensure a high-quality Custodial and/or Custodial Supervision services operation. The Contractor shall submit the organization and staffing plan for administration of the Custodial and Custodial Supervision services operations covered under each Contract for review and approval by the District at least thirty (30) days in advance of a succeeding contract year. A contact person shall be on call throughout the time that each Custodial and Custodial Supervision services operation is in operation. Such plans shall reflect whether the School District awarded a contract for Custodial Supervision Services.
- 8.05.2 When there is a change in the employee roster, the Contractor shall provide a list of all filled and open positions. The employee roster shall be maintained by the Contractor, and all changes must be made within 24 hours of the occurrence, and the updated file shall be sent to the District. The Contractor shall notify the school principal, Human Resources Department and Director of Operations within 24 hours of all job vacancies. Regular reports shall be provided to the District with the status of all open positions.
- 8.05.3 After the award of the contract, the Contractor will be required to interview, but not hire, each individual currently employed by the District who will be displaced by the contract award. It is up to the Contractor's discretion to hire the individuals currently engaged by the District, or to hire other candidates. The Contractor will only be required to hire enough employees to meet their proposed staffing levels.
- 8.05.4 The District expects that all proposed cleaning work can be provided with the staffing levels recommended by the Contractor in the proposal. The evaluation of each proposal assumes that overtime will not be required under normal operating conditions.
- 8.05.5 The District reserves the right to prior consultation in the Contractor's choice of its unit managers (presently referred to head custodian). No assignment of such personnel shall be made without prior approved from the District.

- 8.05.6 Overall management of the custodial program shall be provided by a single point of contact identified by the Contractor. This person shall serve as the liaison to the Executive Director of Operations, and the person shall be the single source of accountability for the Contractor and manage all interactions between the Contractor and the District. The single point of contact must be in place when the contract starts. The District shall have the right to request the replacement or removal of the single point of contact, and shall have the approval of the selection of the replacement.
- 8.05.7 The Contractor's unit managers (head custodians) shall continue serving only as long as their performance is acceptable to the District. Such consultation and approval shall be prior to announcing the transfer to the selected individual.
- 8.05.8 The Contractor will provide the custodial personnel with a contact phone number that may be utilized 24/7 in case of questions to operations and or in case of emergencies.
- 8.05.9 All employees of the Contractor assigned to jobs at the schools shall be attired in uniform and have prominently displayed nametags. Uniforms must be approved by the District.
- 8.05.10 All employees of the Contractor assigned to jobs at the schools, including periodic assignments, must undergo background checks prior to beginning work, including as required by the Pennsylvania Public School Code of 1949, at 24 P.S. §1-111, as amended, and the Child Protective Services Law, at 23 Pa.C.S. §6354 et seq., as amended; and a Drug Test from an authorized testing group. Copies of the background checks and Drug test results must be provided to the District Human Resources Department prior to the individual working at a school facility.
- 8.05.11 Personnel or agents of the Contractor shall observe all school traffic and parking regulations. Drinking of alcoholic beverages or the use of illegal drugs or being under the influence of either on the job by the Contractor's employees will not be permitted. Smoking tobacco; e-cigarettes; personal electronic vaporizers; and the use of chewing tobacco is prohibited inside all facilities owned, leased or operated by the District, including, but not limited to such space as classrooms, halls, lavatories, studios, opened and private offices, corridors, dining areas, restrooms, common areas and school grounds.

8.05.12 The Contractor shall have the resources and staff for providing comprehensive training and staff development programs including the management of a diverse work force for employees at all levels of the organization.

8.06 INSPECTION:

8.06.1 The District shall have the right to access all custodial service facilities to inspect the operation thereof and the work of the Contractor with respect to the quality of procedures, sanitary and safety standards, cleanliness, appearance and conduct of the Contractor's employees, operating hours, and general housekeeping and upkeep of premises. The District shall have the right to make reasonable regulations with regard to all such matters and the Contractor agrees to comply with such regulations by mutual agreement.

8.06.2 The District shall report service delivery concerns or the need for services to the Contractors identified building lead. The Contractor shall resolve any such concerns or need for in a period of time sufficient to meet the operational needs of the School District. An individual teacher or staff member shall considered to be the District for purposes of this paragraph when the delivery concern or service need is at the individual classroom level.

8.07 ACCOUNTING STATEMENTS, PAYMENTS AND AUDITS:

8.07.1 By the 5th day of each month, the Contractor shall submit to the District an invoice for services provided by the Contractor during the previous month, net of any District expenses. Contractor shall submit with its invoices payroll certifications evidencing the number of hours worked per employee (e.g. the employee's position, number of hours worked per week, building(s) worked in, etc.) and such other information reasonably requested by the District to establish the minimum number of hours are being provided, which payroll certifications shall be in a form as is reasonably satisfactory to the District. All un-validated entries or discrepancies of time records must be reviewed and approved by the Environmental Services Manager.

8.07.2 In the event of a strike, act of God, or other event resulting in the closing of school building(s), no payment(s) shall be made for that period of time when services are not required or performed. For purposes of this provision, the closing of school buildings is separate and distinct from the cancellation of classes. In the event of a strike, act of God, or other event which does not result in the closing of the building (s), the Contractor shall continue to perform

its normal duties. The District has the right to secure other such services as may be necessary, at the overtime rate, for interrupted service, and to deduct such amount from monthly payments.

8.07.3 The District's fiscal reporting period is July 1 through June 30. The contractor's year-to-date report shall correspond with this period.

8.07.4 The District reserves the right to audit or cause to be audited the Contractor's books and accounts regarding the work within the District at any time during the term of this contract and for five (5) years thereafter.

8.08 **ADVERTISING:**

8.08.1 The Contractor agrees not to use this Proposal or any subsequent agreement as part of any commercial advertising without prior approval of The School District of the City of Erie, PA.

SECTION 9.0 GENERAL TERMS AND CONDITIONS

9.01 **FEDERAL, STATE AND LOCAL LAW COMPLIANCE:** The School District of the City of Erie, PA shall use its best efforts as reasonably requested by the Contractor to assist the Contractor in complying with any applicable federal, state or local laws, rules and regulations. The Contractor shall, in the exclusive provision of Custodial Service and in the performance of services pursuant to the RFP and Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, and shall hold the District, its officers, employees, agents and assignees harmless from any liability from failure of such compliance. This Contract indemnification from Contractor to the District shall include Contractor representations and warranties that the Contract is in compliance with all applicable federal and state law.

9.02 **FEDERAL, STATE AND LOCAL LICENSES, PERMITS AND FEES:** Contractor shall give all notices and secure and pay for all licenses, permits and fees required by law for the proper completion of the Contract. Contractor shall comply with all laws, ordinances and codes applicable to the Contract, and to policies and procedures promulgated by the District, including but not limited to parking and traffic, no smoking, and safety and security.

9.03 **TAXES:** The District is exempt from payment of all state and local property, sales and use tax. Contractor is responsible for personal property taxes and other applicable taxes related to the services provided under the Contract. To be a qualified bidder, and during the entirety of any contract that may be awarded, Contractor shall not be delinquent on any tax liability owed to the District.

9.04 **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:** The Contractor will comply with all laws and all published rules, regulations, reporting requirements, directives and orders of the Pennsylvania Civil Rights

Laws, as amended which may be in effect prior to the taking of bids for any individual project. This may include providing information as to the practices, policies, and employment statistics of the Contractor and each subcontractor, and will permit access to any books, records and accounts by the District and/or its designee and its agents, for purposes of investigating compliance with this Contract and with rules, regulations, and orders of the School and Pennsylvania Civil Rights Commission. A finding by the District or Pennsylvania Civil Rights Commission that Contractor has not complied with the contractual obligations under this agreement may result in the cancellation of the Contract or ineligibility for future contracts with the District. The Contractor will include, or incorporate by reference, these provisions in every subcontract or purchase order and will be binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

- 9.05 **DISCRIMINATION:** The Contractor will not discriminate against any individual because of race, religion, color, national origin, age, sex, disability of the person, religious creed, ancestry, familial status, gender identity, sexual orientation, criminal history or source of income. The Contractor will take affirmative action to ensure that applicants for employment and employees during employment are treated without regard to their race, religion, color, national origin, age, sex, disability of the person, religious creed, ancestry, familial status, gender identity, sexual orientation, criminal history or source of income. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment advertising, solicitations or advertisements for employees; layoff or termination; rates or pay or other forms of compensation; and selection for training and apprenticeship.
- 9.06 **OSHA COMPLIANCE:** All goods or services to be furnished by the Contractor shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. Alleged violations or deviations from said State and Federal requirements pertaining to any goods or services to be furnished by the Contractor or the Contractor's working conditions or employment practices, must be corrected and penalties levied by OSHA paid by the Contractor.
- 9.07 **REPAIRS TO PROPERTY DAMAGE:** Any damage to District property caused by the Contractor, its agents or employees shall be repaired so that the properties are in as good condition as found. All repairs shall be accomplished at no cost to the District and with the District's approval.
- 9.08 **ASSIGNMENT OR SUB-CONTRACT:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or any portion thereof, or of his right, title, or interest therein without the prior written consent of the District which consent may be withheld at the District's sole discretion. No subcontract shall be made with any other party for furnishing any of the services to be provided in accordance with the Proposal or any Contract award without the prior written consent of the District, which consent may be withheld at the District's sole discretion.

- 9.09 **INDEMNIFICATION BY CONTRACTOR:** The Contractor shall indemnify and hold harmless the School District, its Board and its Members in their official capacities, its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of the services to be performed pursuant to this Contract by Contractor. Contractor shall not be obligated to indemnify, defend or hold harmless the District, its Board of School Directors in their official capacity, its agents and employees, from and against claims, damages, losses and expenses arising from the acts or omissions of the District or its employees.
- 9.10 **INDEMNIFICATION BY SCHOOL:** To the extent permitted by law, the District shall indemnify, defend and hold harmless the Contractor, its agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the obligations of the District under this Contract. The District shall not be obligated to indemnify, defend or hold harmless the Contractor, claims, damages, losses and expenses arising from the acts or omissions of the Contractor or its employees.
- 9.11 **INSURANCE REQUIREMENTS:** Contractor shall purchase and maintain for the life of the Contract insurance with limits of liability as required by law or as set forth below, whichever is greater.
- Worker's Compensation and Employer's liability at a minimum of \$500,000 or at statutory limits if greater.
 - Commercial General Liability made on an Occurrence Form basis which includes at minimum the following types of coverage:
 - Contractual liability, advertising and personal injury, products and completed operations, and an installation floater, showing limits of \$1,000,000 per occurrence, and a general aggregate limit of \$2,000,000.
 - Comprehensive Automobile Liability, which includes coverage for any auto, hired autos, and non-owned autos with a combined single limit of \$1,000,000.
 - Crimes coverage, in a minimum amount of \$15,000
 - The District shall be identified as an additional insured under the coverage. Certificates of insurance shall be on standard format acceptable to the District and shall be filed with the District before commencing the Contract. These certificates shall contain a provision that coverage provided under the policies will not be canceled until at least thirty days prior written notice has been given to the District. The Contractor shall require its subcontractors to maintain equivalent coverage.
 - Contractor should carry a minimum \$5,000,000 umbrella policy, naming the District as an additional insured.
- 9.12 **FERPA COMPLIANCE:** The Contractor and its employees and agents agree to comply with the requirements of the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g with respect to the confidentiality of student records and personally identifiable student information, including but not limited to the

requirement not to disclose any student record or personally identifiable student information to any other party without the prior written consent of the student's parent or legal guardian or from an eligible student who has reached majority age.

- 9.13 **PERFORMANCE BOND:** Within ten (10) days after receipt of a Notice of Intent to Award, the Contractor shall furnish to the District a Performance Bond in the amount of one hundred percent (100%) of the contract price for the first year of the contract (July 1, 2020 to June 30, 2021). Thereafter, the Contractor shall furnish annually to the District a Performance Bond in the amount of the contract price for the current contract year.
- 9.14 **RIGHT TO KNOW LAW:** The Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101-67.3104, as amended or replaced, applies to the services contemplated by this RFP. Unless Contractor provides District, in writing, with the name and contact information of another person, District shall notify Contractor using the information provided by Contractor in the contact information provided in the Proposal if District needs Contractor's assistance in any matter arising out of the RTKL. Contractor shall notify District in writing of any change in the name or the contact information within a reasonable time prior to the change.
- 9.14.1 Upon notification to the Contractor that the District has received a request for records under the RTKL which pertains to the services contemplated by this RFP, or to the Contractor's response to this RFP, the Contractor shall fully assist the District in responding to the request. Such assistance shall include, at a minimum, providing the District, within five (5) business days, access to, and copies of, any document or information arising out of the Contract in the Contractor's possession that the District deems a Public Record ("Requested Information") and providing such other assistance as the District may request.
- 9.14.2 If the Contractor fails to provide the Requested Information to the District within the required time period, the failure shall be considered an event of default, and the Contractor shall pay, indemnify and hold the District harmless for any damages, penalties, detriment or harm that the District may incur as a result of the Contractor's failure, including reasonable attorney's fees incurred by the District in the administration of the Right-to-Know Request and any appeal therefrom.
- 9.14.3 If the Contractor refuses to supply the Requested Information, and the Pennsylvania Office of Open Records or the Pennsylvania Courts determine that a record in the possession of a Contractor is a public record, in addition to the foregoing, liquidated damages of \$100 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record by the

Pennsylvania Office of Open Records, or, upon appeal, the Pennsylvania Courts. The Contractor's duties under this section shall survive the termination or satisfaction of any Contract awarded by the District and for as long as the Contractor has Requested Information in its possession.

- 9.15 **INDEPENDENT CONTRACTOR:** Contractor understands that in performing this Contract, Contractor is acting in the capacity of an independent contractor, and the Contractor shall not be an agent, servant, partner nor employee of the District. Contractor shall be solely responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments and any and all other payments incurred by Contractor in the performance of this Contract, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the District to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance are available from the District to Contractor and/or any of Contractor's agents, servants, or employees. Contractor has no authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name the District, or to bind the District in any way whatsoever. Contractor hereby agrees that the services to be performed under this Contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the subject matter of this Contract. Contractor shall be solely responsible for its acts during the performance of the services set forth in this Contract. Contractor hereby agrees that in the performance of the services required under any Contract to be issued by the School District, Contractor has full and sole responsibility for compliance with all federal, state, county and local laws, regulation and ordinances.
- 9.16 **Properties:** Notwithstanding anything contained within the Proposal to the contrary, the District may close or consolidate or add facilities, during any term of any Contract awarded. In the event of closing/consolidation of one or more facilities, the District may cancel services under the Contract for the particular Property(ies) which no longer require services, may reallocate positions from one Property to another, may increase or decrease positions at any Property, and/or may increase or decrease the number of hours applicable to a position(s). The District will provide Contractor with thirty (30) days prior written notice of a complete school building closure and cancellation of services for the Property to be closed, in which case the Contractor's annual fee for the closed Property will be ratably reduced based on the number of days left in the fiscal year for which the Contractor is not required to provide services. The District will provide Contractor with written notice of the need for other staffing or needs changes which written notice will provide the Contractor with a reasonable period of time to implement the change, and Contractor agrees to implement the changes. The Contractor's annual fee for the particular Properties affected by the changes shall be adjusted (increased or decreased) by the District, which adjustment shall be determined by the District in its reasonable discretion taking into account the annual fee for the applicable Property, the number of hours of services required

for the Property, and the hourly rates set forth below. Any early termination fee required by the Contractor shall not apply to any changes implement pursuant to this provision. In the event of the District adds facilities to the Contract, the District will provide Contractor with a minimum of thirty (30) day written notice prior to adding the facility to the Contract. The fee for services for the new facility shall be calculated by the District in its reasonable discretion and in consultation with the Contractor, taking into account the annual fee for like properties within the District, the number of hours of services required for the facility, as estimated, and the hourly rates set forth herein.

- 9.17 **Favored Nation:** The Contractor shall perform the Services awarded by the District at the lowest price the Contractor charges to other school districts or other governmental entities for like work. If the School District pays a price for the Services in excess of the lowest price the Contractor charges or has recently charged to a governmental entity, in addition to all other remedies, the School District shall have a right, as damages, to a refund equal to the difference between the price charged to the School District and the lowest price the Contractor charges or has recently charged to another governmental entity, together with interest at a rate equal to the prime rate of interest as published from time to time by the Wall Street Journal, plus five percent (5.0%).

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THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA
CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACT

RFP

Exhibit 1 - Custodial Specifications

Special Conditions

- A. Bidders must return a written schedule enclosed with their bid indicating the number of employees they will have at this Facility each day and the number of hours each will be working. Such schedules will be considered as the minimum acceptable number of employees per day and minimum acceptable number of hours per employee upon award of a contract. Before a contract is awarded, contractors must submit written documentation acceptable to The School District of the City of Erie, PA proving that sufficient reserve staff (substitutes) is available to meet minimum staffing requirements for this Facility under all conditions without interruption.
- B. The contractor must ensure that each employee carries a current identification card, with picture no more than four years old, and that each employee wears a badge in plain view indicating the employee's name and company name in letters not less than ¼" in height; on their uniform.
- C. The contractual manager is to report potentially hazardous conditions and items in need of repair including office lighting, emergency and exit lights, plumbing, and water cooler problems, etc., to the Environmental Services Manager.
- D. All lost and found articles recovered by contractual employees must be immediately turned in to the Main Office in each Facility.
- E. The District may require the contractor to immediately remove any contractual employees from performing under the contract for unsatisfactory performance or those that conduct themselves in a manner which is unbecoming or otherwise detrimental to the District's physical, mental or moral well-being of the school community, as determined by the District in its sole discretion. Any and all such removals shall be made in the name of the Contractor and all responsibilities will be assumed by the Contractor. A list of current employees must be forwarded monthly to the Facilities Department, and any new employee must be approved prior to placing on The School District of the City of Erie, PA property.
- F. Contractual employees:
 - 1. Must not have relatives or other personal visitors at the work site.
 - 2. Must not consume food or beverages while on duty. Scheduled breaks and lunch periods in designated areas may be used for this purpose.
 - 3. Must not consume alcoholic beverages nor use narcotics while on duty nor be under their influence when reporting for duty.

4. Must not smoke anywhere in the building or on the grounds as outlined by law.
 5. Must not receive nor initiate personal phone calls from The School District of the City of Erie, PA.
 6. Must not play radios or other sound equipment at loud level; may not watch television during working hours.
 7. Must not fraternize with The School District of the City of Erie, PA staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenant from their work while performing their contractual duties.
- G. The Contractor shall maintain and provide the District with a complete roster of all employees and supervisors providing services under this Contract. The list must include each employee's name, address, Social Security number, date of birth, and a phone number where each employee can be reached at all times. Alternate employees may not be used until the roster has been updated to include their names and data and provided to the District. All employees must have undergone a criminal background check by the Pennsylvania State Police; Pennsylvania Child Abuse History Clearance, FBI Criminal Background check; and a Drug Test in accordance with the RFP 8.05.11. Contractor shall provide the School District with all necessary and required clearances for its employees who will provide services pursuant to the proposal, prior to beginning work, and as required by the Pennsylvania Public School Code of 1949, at 24 P.S. §1-111, as amended, and the Child Protective Services Law, at 23 Pa.C.S. §6354 et seq., as amended.
- H. Parking is available on site.
- I. Contract employees will be required to wear clean and neat uniforms supplied by Contractor at all times while on the job.
- J. Contractor must submit within the first 20 working days (after actually starting contract) a complete periodic schedule for all jobs listed other than daily items.
- K. Contractor must supply a trained supervisor to be on call during working hours.

General Information

A. Materials.

1. All cleaning supplies will be supplied by the contractor. See section 3.06, above.

B. Equipment

1. All equipment used in the performance of services by the Contractor shall be owned by the District. The Proposal contains an inventory list of equipment currently owned by the District and which will be made available to the Contractor to use during the term of the Contract. As part of the proposal, the Contractor shall determine whether additional equipment is needed for the performance of services, and shall provide an estimate to the District regarding how much it will cost the District to acquire and maintain the equipment on an

annual basis. The District shall purchase all equipment and arrange or contract for maintenance of the same.

2. In addition, the cleaning staff may be required to complete routine maintenance of the cleaning equipment which is located in each building to ensure the machines are in proper working condition.

C. Supervision

1. Competent on-site management and supervision is to be furnished by the Contractor, and these services must be satisfactory to the Environmental Services Manager. In the event that only custodial services are awarded those supervision services will be done in conjunction with the building engineer and administration. In the event that custodial supervision services are also awarded those responsibilities will fall within the guise of the contractor.
2. Keys and/or electronic access to the schools will be furnished by The School District of the City of Erie, PA. Any such keys must not be duplicated and issuance will be pursuant to School District requirements.

D. Billing

1. Contractor is to submit billing by the 5th of each calendar month to The School District of the City of Erie, PA, attention to Executive Director of Operations.

E. Inspection and Correction of Deficiencies

1. Performance evaluations will be given to the Contractor indicating exceptions in performance to the required specifications.
2. Contractor must correct these deficiencies as follows:
 - a) Within 24 hours for any daily, weekly, or monthly activity.
 - b) Within 48 hours for any activity listed as quarterly or semiannual or annual.
3. Should the Contractor fail to correct his deficiency within the time stated, the Maintenance and Facilities Department will assign the work to the subcontractor of his choice at the expense of the Contractor.
4. Repeated failure to correct deficiencies will result in cancellation of contract by The School District of the City of Erie, PA.

THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA
CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACT
RFP

Exhibit 2 – Cleaning Frequencies

Please see attached Spreadsheet of Cleaning Tasks and Frequencies, to be the basis for bidding this contract.

Please note Special Events include the following:

SPECIAL EVENTS SET UP/TEAR DOWN AND CLEAN UP AS SCHEDULED:

- THROUGH OUT THE YEAR FOR SPORTING EVENTS, INCLUDING BUT NOT LIMITED TO FOOTBALL STADIUM CLEAN UP
- THROUGH OUT THE YEAR FOR RENTALS
- THROUGH OUT THE YEAR FOR AFTER SCHOOL FUNCTIONS
- ART/MUSIC ROOM SETS UPS WEEKLY
- DAILY BREAKFAST SET UPS
- ANY TIME THE BUILDING IS USED FOR ACTIVITIES OTHER THAN EDUCATIONAL
- OPEN FACILITY ONE HOUR PRIOR TO EACH EVENT AND SECURE WHEN ALL EVENT ATTENDEES HAVE LEFT THE FACILITY DURING **HOURS OF CLEANING OPERATIONS AND WEEKENDS**
- MUST REMAIN ON SITE DURING EVENTS FOR LIAISON, SECURITY AND CLEANING FUNCTIONS
- RESPONSIBLE TO CLEAN UP AFTER TEAM OR GROUP ARRIVES BACK AT THE SCHOOL FOLLOWING AWAY GAMES OR EVENTS

SECURITY

- LOCK SCHOOL DAILY APPROXIMATELY ONE HOUR AFTER SCHOOL DAY ENDS/ DESIGNATED DOORS TO BE OPEN FOR AFTER SCHOOL ACTIVITIES
- COMPLETE PERIMETER WALK NIGHTLY AT END OF SHIFT TO ENSURE ALL AREAS REMAIN SECURE
- ALL BUILDINGS WITH ALARMS WILL BE SET PRIOR TO LEAVING AT THE END OF DAY

OPEN/CLOSING BUILDINGS

- SNOW REMOVAL FROM STEPS AND WALKWAYS AROUND BUILDING
- CHECK AND CLOSE ALL BUILDING WINDOWS AFTER SCHOOL
- CHECK AND LOCK ALL EXTERIOR DOORS AFTER SCHOOL
- TURN OFF ALL CORRIDOR LIGHTS AFTER SCHOOL
- TURN OFF ALL CLASSROOM LIGHTS AFTER SCHOOL
- TURN ON ALL CORRIDOR LIGHTS BEFORE SCHOOL

Cleaning Tasks and Frequencies			
All Facilities	Daily	Weekly	Monthly
	(five (5) days per week)		(performed on the last Friday of each month)
Restrooms and Shower Room	Clean with disinfectant (2x per day)	Clean toilets, urinals and sinks with phosphoric acid bowl cleaner	Wipe down walls with disinfectant solution
	Toilets and fittings (2x per day)	Clean showers with high foaming cleaner	Clean windows
	Urinals and fittings (2x per day)	Clean floor drain and pour one quart disinfectant solution into drain	
	Sinks and fittings (2x per day)		
	Lavatories and fittings (2x per day)		
	Partitions (2x per day)		
	Walls around fixtures (2x per day)		
	Clean/disinfect mirrors		
	Shower rooms and fittings (2x per day)		
	Floors (2x per day)		
	Refill toilet paper and towels (2x per day)		
	Refill soap dispensers/ disinfect soap dispensers		
	Check windows and lock (2x per day)		
	Empty sanitary napkin depositories (if applicable)		
	Empty wastebaskets, clean and disinfect, if needed		
Corridor and Stairway Cleaning	Dust horizontal surfaces	Damp wipe lockers with disinfectant	Clean windows inside
	Dust mop floors (3x per day)	Damp mop and buff floors	Wet mop stairways
	Adjust window shades or drapes	Clean walk-off mats	Dust vertical surfaces, including pictures and trophies

	Check windows and lock	Damp wipe window sills	Damp wipe banisters
	Clean drinking fountains (2x per day)	Clean fingerprints and smudges, as required	
	Dust banisters		
	Clean entrance doors and glass		
	Clean up spills immediately, as required		
	Pick up litter, as required		
	Vacuum carpeted areas		
	High dust when applicable (vents/cobwebs)		
	Empty wastebaskets; wash, if needed		
	Removal large articles		
	Spray buff floor, as required		
Classroom/Nurses Station Cleaning	Clean/Disinfect all desktops, table tops, telephones, counter tops	Damp mop floor and buff, as required	Clean inside windows
	Dust mop floor/vacuum carpeted areas	Spray buff floors, as required	Clean doors and frames
	Empty pencil sharpeners and wastebaskets		Clean window sills
	Empty wastebaskets; wash, if needed		Dust vertical surfaces
	Adjust window shades or drapes		Clean glass on cabinets
	Lock windows		
	Clean fingerprints and smudges, as required		
	Clean whiteboards, chalkboards and trays		
	Spot clean glass (doors & windows)		
	Removal of refuse from breakfast in the classroom		
	Clean chalkboards/whiteboards and erasers		
High dust when applicable (vents/cobwebs)			
Lunchroom Cleaning	Dispose of garbage and trash	Clean fingerprints and smudges, as required	Clean inside windows
	Clean waste cans		Clean doors and frames

	Damp wipe eating surfaces with an approved sanitizer		Clean window sills
	Dust mop floors and dust all horizontal surfaces		Dust vertical surfaces
	Damp mop floor with disinfectant		
	Spray buff floors, as required		
	Damp wipe countertop/serving lines		
	Clean grease traps in kitchen		
Gymnasium Cleaning	Dust horizontal surfaces		Damp wipe bleachers
	Dust mop floor (3x per day)		Damp wipe doors and frames
	Clean under bleachers		Damp wipe window sills
	Damp wipe spills on bleachers, as required		Clean inside windows
	Damp mop spills on floors and under bleachers, as required		
	Clean entrance doors and glass		
	Clean drinking fountains (2x per day)		
Auditorium and Stage Cleaning	Dust horizontal surfaces		
	Dust seats and surfaces		
	Dust mop floor		
	Clean door glass		
Pool Cleaning (where applicable)	Disinfect pool deck and dive platforms	Brush Walls	Ensure pool chemicals are stocked
	clean bleachers	backwash filter as needed	Check ground wires throughout pool area
	run pool vacuum	Keep water quality log	Check floor tiles are intact
	check chemical levels		
Office and Lounge Cleaning	Dust desks, file cabinets, tables, chairs, book shelves and telephone		
	Dust mop floor		
	Vacuum carpet		
	Empty wastebaskets; wash, if needed		

	Adjust window shades or drapes		
	Clean any spots on carpeting		
	Clean door glass		
	Clean smudges and window sills		
	Damp mop sills, as required		
	Clean carpet immediately, as required		
Exterior cleaning	Put up flag	Sweep entrances and outside walkways	
	Pick up trash	Check playground equipment	
	Empty and wash trash cans	Hose off entrances	
	Take down flag and fold (properly), when necessary	Lawn and shrub care	
	Scout property and report any graffiti	Water grounds, as required	
		Mow lawn, as required	
		Clean any marks on exterior walls, as required	
		Check roof drains, as required	
		Clean outside windows, as required	
		Sweep and hose off parking areas, as required	
General	Unlock and lock all buildings	Spray buff floors, as required	Clean radiators and grills
	Check thermostat		Clean window sills
	Replace light bulbs, as needed		Clean glass on cabinets
	Tighten any loose screw as found		Clean inside windows
	Make any minor repair to tables, chairs, doors, locks, windows, etc. as found		Dust vertical surfaces
			Clean outside windows, as required

Annual & Semi-Annual Cleaning Specifications		
All Facilities	Semi-Annual	Annual - Summer Break
Restrooms and Shower Room	Clean marks, graffiti, etc. off bathroom stalls as needed	Scrub floors
	Change light bulbs as needed	Wipe walls
	Any repairs as needed	Check lights
		Clean light fixtures
		Make repairs to toilets or sinks
Corridor and Stairway Cleaning	Strip and wax floors, if needed	Clean lights and fixtures
	Change light bulbs as needed	Strip and wax floors
	Clean marks, graffiti, etc. as needed	Shampoo carpets (If applicable)
	Shampoo carpets (If applicable)	
Classroom Cleaning	Strip and wax floors, if needed	Clean furniture
	Clean baseboards	Clean lights and fixtures
	Shampoo carpets	Clean windows and shades
	Wash trash cans	Strip and wax floors
		Shampoo carpets
		Wash trash cans
Lunchroom Cleaning	Strip and wax floors (2 coats), if needed*	Clean furniture
	* Usually done during Thanksgiving break	Clean lights and fixtures
	Wash trash cans	Clean window shades or drapes
		Strip and wax floors (2 coats)
Gymnasium Cleaning	Strip and wax floors (2 coats), if needed*	Clean lights
	* Usually done during Thanksgiving break	Dust walls and fixtures
	Wash trash cans	Floor maintenance, as needed
		Strip and wax floors (2 coats)

Auditorium and Stage Cleaning	Scrub and wax floors (2 coats)*	Clean lights and fixtures
	* Usually done during Thanksgiving break	Clean window shades or drapes
		Floor maintenance, as needed or required
		Clean piano and keys
		Damp mop spills immediately
		Pick up litter immediately
		Sand and varathene wooden stage
Office and Lounge Cleaning	Shampoo carpets	Clean furniture
	Recoat wax floors during Thanksgiving break	Clean lights and fixtures
		Clean shades or drapes
		Strip and wax floors, if needed
		Shampoo carpets
Exterior cleaning	Check and replace outside lighting, as needed	Rake grounds
		Sweep and hose off parking areas
		Shovel and snow blowing stairs and walkways during winter months, as needed
General	Exterior first floor windows cleaned summer, fall and spring	Exterior first floor windows cleaned summer, fall and spring
	Light shields cleaned	Light shields cleaned
		Second floor exterior windows cleaned

CUSTODIAL SUPERVISION BUILDING RESPONSIBILITIES:

EXHIBIT 3:

In addition to the routine cleaning tasks which are located in Exhibit 2 the following responsibilities are included with the custodial supervision positions:

- Knowledge of all emergency shut off valves (gas, electric, water) throughout the school building is required.
- Ensure readiness of space for special and/or public meetings (chairs, tables, public address systems, and any other requested materials). Cleanliness and safety of all attending said functions will be provided, as well as, a courteous, cheerful and helpful attitude.
- Operate and maintain boilers in accordance with ASME Code and manufacturer's specifications.
- Communicate with principal, environmental services manager and other district personnel using email.
- Enter work requests using engineer computer.
- Maintain chemicals in boilers at proper levels and adding boiler compounds as needed.
- Be available to assist health, fire, and state boiler inspectors on a yearly basis. Keep records on file and send copies to Director of Facilities and Maintenance.
- Building responsibilities include, but are not limited to: Waxing and buffing tile floors; shampooing and vacuuming carpets; assisting with custodial duties, such as, removing marks on walls, cleaning entranceways and windows, proper removal of trash and recyclable items, addressing needs during breakfast and lunch programs, moving furniture, cleaning blood spills and vomit as directed by the guidelines of The Erie School District and Health Department; and training custodians to perform tasks independently.
- Demonstrate proper use of cleaning tools and/or equipment (manual and power).
- Ensure tools are properly cleaned and maintained.
- Knowledge of cleaning and sanitizing agents/compounds, and safe use of them.
- Produce supply orders for cleaning supplies and maintenance of equipment.
- Meet with principal for extra duties and to inform of any problems or concerns for the safety of the building.
- Overall maintenance of building, such as, moving furniture, changing lights (in halls, classrooms, and all exit signs), setting up scaffolding to service ventilation systems in ceiling, preventative maintenance on cleaning equipment and heating and cooling equipment.
- Keep all school pools operational. Maintain acid levels and chlorine at the proper P.H. Keep accurate records of pool readings, which must be taken per health department requirements. Maintain pool pumps, filters, feeders, and keep a consistent water temperature. Vacuum bottom of pool, as needed.
- Where applicable, assist building administration with supervision of Summer Jams, Community Service and OVR program students.
- Schools with central air must keep chillers operational.
- Brush/Blow out coils to all cooling units for kitchen.
- Minor repairs to kitchen equipment.
- Provide weekend building checks during winter months as well as during special events.
- Primary contact for contractors during construction in the buildings (when applicable).

THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA
CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACT

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Exhibit 4 – School Addresses and Present Staffing

Buildings Operated by Erie Public Schools								
Building	Construction Dates¹	Square Footage²	Students	Building Engineers	Firemen	Custodians	Total	Square Foot / Employee
Lincoln ES	1924 (2002)	70,306	376	1	0	3	4	17,577
Jefferson ES	1930 (2018)	57,543	448	1	0	3	4	14,386
Perry ES	1919 (1993)	60,896	466	1	0	3	4	15,224
Edison ES	1931 (1993)	57,666	470	1	0	3	4	14,417
Diehl ES	1953 (2005)	60,407	476	1	0	3	4	15,102
McKinley ES	1995	55,000	535	1	0	3	4	13,750
Grover Cleveland ES	1955 (2005)	62,695	573	1	0	3	4	15,674
Connell ES	1958 (2002)	97,428	588	1	0	3	4	24,357
Harding ES	1924 (2002)	105,540	682	1	0	3	4	26,385
Pfeiffer Burleigh ES	1980	86,251	683	1	0	3	4	21,563
Wilson MS	1927 (1978)	126,313	734	1	0	3	4	31,578
East MS	1998	208,872	770	1	1	4	6	34,812
Strong Vincent MS	1930 (2013)	194,433	825	1	1	4	6	32,406
Collegiate Academy ³	1919 (2003)	193,410	882	1	1	4	6	32,235
Erie HS	1956 (2018)	430,780	2,487	1	3	11	15	28,719
DiPaolo Center (Emerson Gridley)	1905 (2002)	80,561	350	1	0	3	4	20,140
School Building Subtotal	—	1,948,101	11,345	16	6	59	81	24,051
Administration Building	N/A	40,812	—	0	0	3	3	13,604
Service Center	1935 (1999)	49,111	—	0	0	1	1	49,111
Total	—	2,038,024	11,345	16	6	63	85	23,977

THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA
CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACT

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Exhibit 5 – Schedule – Checklist of Proposal Responses Due (return with Proposal)

	Refer to Page	Complete	Incomplete	Reason for Incomplete
Signed Original Proposal				
3 ea. Copies of Proposal				
Bid Guarantee				
Addenda Acknowledgments				
Exceptions to specifications and/or requirements				
Contractor's Experience and Capabilities				
Cost				
Cover letter or company letterhead				
Company profile, support and personnel				
Schedule 2 – Checklist of Proposal Responses Due				
References				
Contract specifications are met and agreed to:				
Health and Safety				
Sanitation and Environment				
Equipment and Facilities				
Maintenance and Sanitation				
Federal, state and local law compliance				
Federal, state and local licenses, permits, fees				
Taxes				
Equal Employment Opportunity				
Warranty				
OSHA compliance				
Repairs to property damage				
Contract assignment or sub-contractor				
Local control				
Indemnification				
Insurance requirement				

Exhibit 6
Custodial Bid 2019 Award Criteria

CUSTODIAL BID 2019 AWARD CRITERIA

		School Board Member	School Board Member	School Board Member	Financial Admin	Local 95	Local 95	Local 1968	Local 1968	Principal	Teacher	Executive Director of Operations	Director Non-Instructional Support	Custodial Manager	Average	
VENDOR "A"	Pts															
Cost	30															0
Service Capability	15															0
Quality Assurance	15															0
Personnel Mangement	15															0
Experience and References	12															0
New & Innovative Ideas	5															0
Training Methods for Staff	5															0
Financial Condition/Stability	3															0
Total Possible Points	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

		School Board Member	School Board Member	School Board Member	Financial Admin	Local 95	Local 95	Local 1968	Local 1968	Principal	Teacher	Executive Director of Operations	Director Non-Instructional Support	Custodial Manager	Average	
VENDOR "B"	Pts															
Cost	30															0
Experience and References	15															0
Quality Assurance	15															0
Personnel Mangement	15															0
Service Capability	12															0
New & Innovative Ideas	5															0
Training Methods for Staff	5															0
Financial Condition/Stability	3															0
Total Possible Points	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Exhibit 7
Equipment List

CLEANING EQUIPMENT CONDITION PER SCHOOL 2019

CONNELL	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	FAIR
1 SIDE BY SIDE SCRUBBER	POOR
2 HIGH SPEED BUFFER	NEW
4 SWEEPERS	FAIR
1 RUG SHAMPOO CLEANER	GOOD
1 WET DRY VAC	FAIR
1 WEED WACKER	POOR
1 SHOP VAC	NEW
1 SNOW BLOWER	NEW

MCKINLEY	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	FAIR
1 SIDE BY SIDE SCRUBBER	FAIR
1 HIGH SPEED BUFFER	GOOD
3 SWEEPERS	FAIR
1 RUG SHAMPOO CLEANER	FAIR
1 WET DRY VAC	FAIR
1 SHOP VAC	FAIR
1 SNOW BLOW COMPRESSOR	GOOD

EDISON	
EQUIPMENT	CONDITION
2 AUTO SCRUBBER	GOOD
1 AUTO SCRUBBER	POOR
3 SIDE BY SIDE SCRUBBER	GOOD
3 SWEEPERS	GOOD
1 SWEEPER	POOR
2 SHOP VACS	GOOD
1 SNOW BLOWER	GOOD
1 COMPRESSOR	GOOD

GROVER CLEVELAND	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	GOOD
1 AUTO SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	GOOD
1 HIGH SPEED BUFFER	GOOD
4 SWEEPERS	FAIR
1 RUG SHAMPOO CLEANER	FAIR
1 RUG SHAMPOO SWEEPER	GOOD
2 WET DRY VACS	FAIR

JEFFERSON	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	POOR
1 AUTO SCRUBBER	FAIR
1 SIDE BY SIDE SCRUBBER	NEW
1 HIGH SPEED BUFFER	GOOD
3 SWEEPERS	GOOD
3 SWEEPERS	FAIR
1 RUG SHAMPOO CLEANER	FAIR
1 WET DRY VAC	GOOD
1 SNOW BLOWER	NEW
1 SNOW BLOWER	POOR
1 COMPRESSOR	FAIR

DIEHL	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	NEW
1 HIGH SPEED BUFFER	GOOD
3 SWEEPERS	FAIR
1 RUG SHAMPOO CLEANER	NEW
1 WET DRY VAC	NEW
1 SHOP VAC	GOOD
1 SNOWBLOWER	GOOD

HARDIING	
EQUIPMENT	CONDITION
2 AUTO SCRUBBER	FAIR
2 SIDE BY SIDE SCRUBBERS	FAIR
1 HIGH SPEED BURNISHER	GOOD
1 HIGH SPEED BUFFER	GOOD
5 SWEEPERS	GOOD
1 RUG SHAMPOO CLEANER	POOR
1 LARGE RUG CLEANER	GOOD
2 WET DRY VACS	POOR
2 WET DRY VACS	GOOD
1 LAWNMOWER	GOOD
1 HEDGE TRIMMER	GOOD
1 WEED WACKER	GOOD
1 LEAF BLOWER	GOOD
1 SHOP VAC	GOOD

EAST	
EQUIPMENT	CONDITION
1 AUTOSCRUBBER	FAIR
1 DRIVABLE AUTO SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	NEW
1 SIDE BY SIDE SCRUBBER	FAIR
1 HIGH SPEED BUFFER	POOR
3 SWEEPERS	GOOD
1 SWEEPER	FAIR
1 LARGE RUG CLEANER	FAIR
1 WET DRY VAC	FAIR
1 LAWN MOWER	POOR
1 BLOWER	GOOD
1 POOL CLEANER	POOR
1 SHOP VAC	FAIR
1 SNOW BLOWER	GOOD

EMERSON GRIDLEY	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	GOOD
4 SWEEPERS	GOOD
1 RUG SHAMPOO CLEANER	GOOD
1 WET DRY VAC	GOOD
1 SHOP VAC	GOOD
1 SNOW BLOWER	GOOD
1 COMPRESSOR	GOOD

COLLEGIATE	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	FAIR
1 FLOOR SCRUBBER	GOOD
1 HIGH SPEED BUFFER	GOOD
5 SWEEPERS	GOOD
1 RUG SHAMPOO CLEANER	GOOD
1 WET DRY VAC	GOOD
1 SHOP VAC	GOOD
1 SHOP VAC	POOR
1 SNOWBLOWER	GOOD
1 SNOW BLOWER	PAIR
1 COMPRESSOR	

WILSON	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	GOOD
1 AUTO SCRUBBER	FAIR
1 HIGH SPEED BUFFER	GOOD
3 SWEEPERS	FAIR
2 RUG SHAMPOO CLEANER	GOOD
1 WET DRY VAC	FAIR
1 LEAF BLOWER	GOOD
1 SNOWBLOWER	GOOD
1 SHOP VAC	FAIR
1 SIDE BY SIDE SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	FAIR
1 CARPET EXTRACTOR MACHINE	FAIR

ERIE HIGH	
EQUIPMENT	CONDITION
3 AUTO SCRUBBER	FAIR
3 SIDE BY SIDE SCRUBBERS	POOR
1 HIGH SPEED BUFFER	GOOD
3 SWEEPERS	FAIR
4 SWEEPERS	GOOD
1 RUG SHAMPOO CLEANER	GOOD
2 WET DRY VACS	FAIR
1 POOL CLEANER	GOOD
2 SHOP VACS	GOOD
2 SNOWBLOWERS	GOOD
1 COMPRESSOR	GOOD

LINCOLN	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	POOR
1 HIGH SPEED BUFFER	FAIR
4 SWEEPERS	GOOD
2 RUG SHAMPOO CLEANERS	POOR
2 WET DRY VACS	GOOD
1 SHOP VAC	FAIR
1 SNOWBLOWER	FAIR
1 COMPRESSO	FAIR

PFEIFFER BURLEIGH	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	FAIR
1 AUTO SCRUBBER	GOOD
2 SIDE BY SIDE SCRUBBERS	GOOD
1 HIGH SPEED BUFFER	GOOD
4 SWEEPERS	FAIR
1 SWEEPER	GOOD
2 CARPET CLEANER	FAIR
1 LARGE CARPET EXTRACTOR	GOOD
1 SNOWBLOWER	GOOD

PERRY	
EQUIPMENT	CONDITION
1 AUTOSCRUBBER	GOOD
1 AUTO SCRUBBER	POOR
2 SIDE BY SIDE SCRUBBER	GOOD
1 HIGH SPEED BUFFER	GOOD
2 SWEEPERS	GOOD
2 SWEEPERS	FAIR
2 SMALL RUG CLEANERS	POOR
1 WET DRY VAC	POOR
1 LEAF BLOWER	GOOD
1 SHOP VAC	POOR
1 SNOWBLOWER	GOOD

STRONG VINCENT	
EQUIPMENT	CONDITION
1 AUTO SCRUBBER	GOOD
1 SIDE BY SIDE SCRUBBER	GOOD
6 SWEEPERS	GOOD
2 LARGE RUG SHAMPOO CLEANER	GOOD
2 WET DRY VACS	POOR
1 LAWNMOWER	
1 WEED WACKER	GOOD
1 POOL CLEANER	NEW
1 SHOP VAC	NEW
1 SNOWBLOWER	GOOD
1 COMPRESSOR	POOR
1 BLOWER	GOOD

**THE SCHOOL DISTRICT OF THE CITY OF ERIE, PA
CUSTODIAL AND CUSTODIAL SUPERVISION SERVICES CONTRACT**

RFP

Proposed Bidders

- LIST PROPOSED BIDDERS HERE

Instructions For Non-Collusion Affidavit

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

Non-Collusion Affidavit

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Contractor)

(the “Vendor”) and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers, I am the person responsible in my company for the price(s) and the amount of this Request for Proposal (RFP).

I state that:

- (1) The price(s) and amount of this RFP have been arrived at independently and without consultation, communication, or agreement with any other Vendor.
- (2) Neither the price(s) nor the amount of this RFP, and neither the approximate price(s) nor the approximate amount of this RFP, have been disclosed to any other Vendor, and they will not be disclosed before the RFP submission to The School District of the City of Erie.
- (3) No attempt has been made or will be made to induce any Vendor or person to refrain from submitting an RFP to The School District of the City of Erie, or to submit an RFP higher than this RFP, or to submit any intentionally high or noncompetitive RFP or other form of complementary RFP.
- (4) The RFP of my company is made in good faith and not pursuant to any agreement or discussion with or inducement from, any Vendor or person to submit a complementary or other noncompetitive RFP.
- (5) The Contractor, its affiliates, subsidiaries, officers, directors and 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 submitting an RFP to any public entity, except as follows:

[CONTINUES ON NEXT PAGE]

I state that NAME OF COMPANY understands and acknowledges that the above representations are material and important, and will be relied on by The School District of the City of Erie when recommending for award the agreement for which this RFP is submitted, I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the School District of the City of Erie of the true facts relating to the submission of RFP's for this agreement.

Signature of Authorized Person

Date

Print Name of Authorized Person and Company Position

Date

Person and Company Position)

Sworn to and subscribed before

Me this _____ day of

_____, 20

(Notary Public)

(My Commission Expires)

