

**REQUEST FOR PROPOSALS,  
PROPOSAL FORMS  
&  
SPECIFICATIONS  
FOR**

**DANIEL BOONE AREA SCHOOL DISTRICT**

**'DISTRICT-WIDE CUSTODIAL SERVICES**

**Sealed proposals are due in the District Administration Center by or before  
1:00 P.M. on Friday, March 3, 2023. Daniel Boone Area High School 501  
Chestnut Street Birdsboro, PA 19508**

**Dated: 1/17/2023**

**TABLE OF CONTENTS**

Invitation to Submit Proposal  
Instructions to Proposers  
Proposal Form  
Form of Proposal Bond  
Form of Non-Collusion Affidavit  
Form of Performance Bond  
Form of Agreement  
Specifications (with appendices)  
District Map

Section A  
Section B  
Section C  
Section D  
Section E  
Section F  
Section G  
Section H  
Section I

**INVITATION TO SUBMIT PROPOSAL**

The Board of School Directors for the Daniel Boone Area School District will receive proposals for the following:

**CONTRACTED CUSTODIAL SERVICES AT THE FOLLOWING LOCATIONS**

DBASD - As needed 2144 Weavertown Road Douglassville, PA 19518	Daniel Boone Area High School 501 Chestnut Street Birdsboro, PA 19508
Daniel Boone Middle School 1845 Weavertown Road Douglassville, PA 19518	Daniel Boone Area Intermediate Center 200 Boone Drive Douglassville, PA 19518
	Daniel Boone Area Primary Center 576 Monocacy Creek Rd. Birdsboro, PA 19508

Building pre bid walk throughs available upon request no later than Friday February 17th 2023.

Direct any inquiries to Jay Withers, Facilities and Contracted Services at Jason.Withers@dboone.org, (610) 582-6140.

Proposals shall be sent directly or hand delivered to:

Daniel Boone Area School District  
**Attn: Facilities Director - Jay Withers**  
501 Chestnut Street, Door 22  
Birdsboro, PA 19508

Sealed envelopes should be marked: **“2023 Request for Proposal – Custodial Services”**

Sealed Proposals will opened at **10:00 A.M. on March 6, 2023**, in the District Office, 501 Chestnut Street, Birdsboro, PA 19508. Late proposals will be rejected.

Proposals must be submitted on forms included in the proposal documents and must be accompanied by Proposal Security and Non-Collusion Affidavit in accordance with the Instructions to Proposers. Proposals shall conform to all other requirements as more fully set forth in the proposal documents, including compliance with all applicable laws and regulations. All proposals submitted are valid for acceptance by the District and may not be withdrawn proper to March 13, 2023. The District reserves the right to reject any or all late proposals.



thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

END OF DOCUMENT

## INSTRUCTIONS TO PROPOSERS

### 1. PROPOSAL DOCUMENT AVAILABILITY; SITE VISIT; PRE-PROPOSAL MEETING

A. The Proposal Documents have been prepared by the District Office of the Daniel Boone Area School District located at 501 Chestnut St, Door 22, Birdsboro, PA 19508. The Proposal Documents are made available only for the purpose of obtaining Proposals for this Project. Their availability does not grant a license for other purposes.

B. Upon receipt of Proposal Documents, Proposer shall verify that the documents are complete. Notify the School District Office should the documents be incomplete, or upon finding discrepancies or omissions in the Proposal Documents. Proposer shall be responsible for the completeness of their set of Proposal Documents. No allowance or concession will be made to a Proposer who complains of missing portions of Proposal Documents subsequent to the award of Proposal. All requests for clarifications must be in writing and received by the School District no less than seven (7) days before the Proposal due date. All clarifications, modifications and corrections to the Proposal Documents shall be issued in the form of Addenda and shall be forwarded to all known Proposers. Addenda listing revisions and changes to the Proposal Documents shall become a part of and take precedence over original Proposal Documents and shall be so honored by Proposer in preparing their Proposals. The last Addenda shall be forwarded to all known Proposers no less than two (2) days before the Proposal due date.

C. Pre-proposal Meeting and Site Visit. As needed by request.

### 2. DEFINITIONS

A. Proposal Documents: Invitation to Submit Proposal, Instructions to Proposer, Proposal Form, form of Proposal Bond, form of Non-Collusion Affidavit, form of Performance Bond, form of Agreement, and other sample proposal and contract forms.

B. Proposer: Person or entity submitting a Proposal.

C. Proposal Sum: Monetary sum identified by Proposer in Proposal form.

D. Contract Documents: Proposal Documents, Performance Bond, Form of Agreement between School District and Contractor (hereinafter "Agreement"), Specifications, Appendices, District Map (if any) and all Addenda issued prior to Proposal opening.

E. Contractor: Successful Proposer, i.e., Proposer to whom contract is awarded.

F. Project: District-Wide Custodial Services.

G. School District: Daniel Boone Area School District, its agents, employees and/or authorized representative.

**3. TERM OF SERVICES**

It is the intent of the School District to award one category of service: custodial ~ for the designated buildings. The Contract will commence on *June 1, 2023 and continue for 3 years, ending June 30, 2026*. The Contract will be re-evaluated annually at the end of each fiscal year. If the School District is not satisfied with the performance of the Contractor, then the Contract will be terminated at that time, or, at such earlier time as provided for in the Agreement. See Section 26 of these Instructions to Proposers regarding a possible delayed start to the Contract.

The School District shall have the option, in its sole and absolute discretion, to renew the Contract for up to three (3) additional years (the “Renewal Periods”) on a year-to-year basis, subject to the written approval of the School District’s Board of Directors. The compensation payable to the Contractor for the Renewal Periods shall be determined by increasing the rate of compensation payable during the expiring contract year equivalent to the Act 1 Index; provided, however, that in no event shall compensation payable to the Contractor increase by more than three percent (3%) in any given year. The Act 1 Index is published annually in September for the subsequent school year by the Pennsylvania Department of Education. In the event that the Act 1 Index exceeds three percent (3%), Contractor’s compensation increase shall nevertheless be capped at three percent (3%). Nothing in this Contract requires the School District to negotiate for a renewal and the Contractor has no expectation of a contract beyond the Initial Term.

**4. PREPARATION AND SUBMISSION OF PROPOSALS**

A. Proposer shall be solely responsible for the delivery of their Proposal in the manner and time prescribed. All Proposals must be received by the School District at the place designated in the Invitation to Proposal, prior to the time designated in the Invitation to Submit Proposals for Proposal opening. Proposals received after the time advertised for Proposal opening shall be returned to Proposer unopened.

B. Proposals shall be prepared and submitted on forms furnished by the School District. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Proposal Sum.

C. A final determination on the Contract award will be made by the Board of School Directors no later than March 27, 2023,

D. The Proposal Form shall be signed in accordance with the following:

(1) If the Proposer is an individual, the Proposal shall be executed by him/her, personally; his/her signature shall be witnessed; his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.

(2) If the Proposer is a partnership, the Proposal Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

(3) If the Proposer is a corporation, the Proposal Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Proposal, shall be established by a certified copy of a resolution by the Board of Directors of the proposing corporation authorizing said agent to sign the Proposal on behalf of the corporation, submitted with the Proposal. The business address of the corporation and state of incorporation shall be stated.

(4) If the Proposer is a joint venture, each party of the joint venture shall execute the Proposal Form under their respective seals in a manner appropriate to such party as described above.

E. Proposal Security. Proposals shall be accompanied by Proposal Security in the form of a certified check, bank cashier's check, trust company treasurer's check, or Proposal Bond prepared on the form contained in the Proposal Documents. If the Proposal Security is in the form of a Proposal Bond, it shall be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Proposal. The Proposal Bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Proposal Security shall name as payee or obligee, as appropriate, the School District, and shall be in an amount not less than 10% of the Proposal Sum for the first year of the Contract (July 1, 2023, to June 30, 2026). With the exception of the Proposal Security accompanying the proposal of the successful Proposer, all Proposal Security in the form of checks shall be returned to Proposer on or after June 15, 2023. Proposal Security in the form of Proposal Bonds will be returned upon Proposer's request on or after June 15, 2023. Proposal security accompanying the successful proposal will be returned upon submission and approval of the required Payment and Performance Bonds, certificates of insurance, and Agreement by the successful Proposer to the School District. The School District may declare the Proposal Security forfeited to the School District if, following the issuance of a Notice of Intent to Award to the Proposer, such Proposer fails to deliver the items required in the Instructions to Proposer within ten (10) days thereafter.

F. All Proposals, including required enclosures if applicable, shall be submitted in a sealed opaque envelope, clearly marked "**2023 Request for Proposal – Custodial Services**". The envelope should also contain a notation that it should not be opened until the



time specified for Proposal opening. Proposal envelopes not bearing this notation and opened in error will not receive consideration. If a Proposer elects to submit a Proposal by mailing rather than hand delivery, the sealed Proposal envelope described above shall be enclosed in a mailing envelope and addressed to the School District, and must be received prior to the date and time specified for Proposal opening.

G. Addenda. Prior to the opening of Proposals, Proposer may furnish bulletins for additions, corrections, or modifications to Contract Documents. These bulletins, in the form of addenda, are to be included in the Proposal and are part of the Contract. Failure of the Proposer to acknowledge any/all Addenda on his Proposal may be sufficient cause for rejection of his Proposal. The School District intends that all proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a proposer shall be effective unless confirmed by an addendum to this RFP, or in the Proposal.

H. References. It is the School District's position that only a Contractor, who has demonstrated the ability to successfully deliver custodial services to an educational facility similar in size and configuration to the School District, can deliver service at the level required by these specifications. Therefore, these specifications have as a standard that all references have a minimum rating of "acceptable performance."

Each proposer shall submit as part of its Proposal:

- All current Custodial Contracts in PA and NJ, to a maximum of twenty-five (25). Educational facility contracts preferred.
- All Custodial Services Contracts in PA and NJ that have expired or been terminated in the past three (3) years. Preferably educational facilities.

A minimum of three custodial services references. All references to be complete with name, contact individual, location, phone number, and type of facility.

I. Financial Statements. Proposer shall submit a copy of its financial statements with its Proposal.

J. Finality of Decision. Any decision made by the School District, including the Contractor selection, shall be final.

K. Release of Claims. Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

L. Proposer Bears Proposal Costs. A recipient of this 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 this RFP, or any negotiations incidental to its Proposal or this RFP.

M. Disclosure of Proposal Content. The School District adheres to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, when responding to requests for public records. Additionally, the laws of the Commonwealth of Pennsylvania require public information be available for examination by all interested parties. The School District reserves the right to destroy all Proposals if the RFP is withdrawn; the award of the Contract is withdrawn; or otherwise in the normal course of business. Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled “Proprietary” in the margin of each individual page where they appear in the proposal response package. Pricing information may or may not be considered proprietary. The Contractor’s entire Proposal shall not be considered proprietary. Proposals will be disclosed by the School District for collective bargaining purposes.

N. Exceptions to RFP. Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions this RFP cannot be met. The selected Contractor(s) shall be required and expected to meet the RFP requirements as set forth in this RFP in their entirety, except to the extent exceptions are expressly set forth in the Contractor’s Proposal and those exceptions are expressly accepted by the School District and expressly incorporated into the Agreement in writing.

O. Oral Interview. The School District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Contractor’s Proposal.

5. **INTENTIONALLY OMITTED.**

6. **MODIFICATION AND WITHDRAWAL**

A. Proposals may not be modified after submission.

B. Proposals may be withdrawn after submittal, provided Proposer makes his request to withdraw in writing and the request is received prior to the time specified for Proposal opening.

C. Negligence by Proposer in preparing his Proposal confers no right of withdrawal or modification of his Proposal after such Proposal has been opened.

7. **OPENING OF PROPOSALS**

Proposals will be publicly opened and read on the date, at the location, and commencing at the time stated in the Invitation to Submit Proposals. Proposer or their authorized agents may be present at Proposal opening.

**8. QUALIFICATIONS**

A. Prior to the award of the contract, the School District may require satisfactory evidence to show that the Proposer is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business.

B. Proposer shall be prepared to furnish evidence that all certificates and public licenses have been properly maintained, are current, and shall attest that his company has never been defaulted on any public contract. The Proposer shall agree that any problem identified by the School District shall be remedied within forty-eight (48) hours.

**9. COLLUSIVE PROPOSALS**

More than one Proposal for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Proposals in which such Proposer is interested. Any and all Proposals will be rejected if there is any reason for believing that collusion exists among any of the Proposer. Participants in such collusion will not be considered in future Proposals. Proposer shall submit with their Proposals, a Non- Collusion Affidavit in the form contained in the Proposal Documents.

**10. RESERVATION OF RIGHTS**

A. The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial proposal (low proposer). The School District reserves the right to request additional information from any or all Proposers.

B. The School District reserves the right to negotiate with one or more Proposers concerning their Proposals. The School District reserves the right to negotiate with one or more Proposers for one or more categories of services – e.g. separately negotiating for (1) custodial services, (2) building maintenance services, and/or (3) groundskeeping and snow removal services. The School District is requesting that Proposers delineate separate pricing for each of the categories of services – (1) custodial, (2) building maintenance, and (3) groundskeeping and snow removal.

C. The School District encourages Proposers to submit Proposals for all three categories of services, however, the School District reserves the right to accept Proposals from Proposers submitting Proposals for one or more categories of services.

**11. PROPOSAL REJECTION**

The School District reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in the School District’s best interest. The School District reserves the right to reject a Proposer if the Proposer is not in a position to perform the contract or has previously failed to perform similar contracts properly or on time.

**12. CONTRACT**

A. A final determination on the Contract award will be made by the Board of Directors no later than April 24, 2023, unless this time is extended by the mutual consent of the successful Proposer and the School District.

B. The School District reserves the right to award a contract for one or more of the category of services set forth in the Specifications, or for all categories of services set forth in the Specifications.

C. The School District will notify the selected Proposer of the School Districts intent to accept his Proposal and to make a formal award of contract to him by a Notice of Intent to Award. The School District will include with the Notice of Intent to Award the Agreement to be signed by the successful Proposer. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Proposer shall furnish (1) a Performance Bond on the form provided in the Proposal Documents, in the amount required pursuant to Section 13 of the Instructions to Proposers; (2) Certificates of Insurance as required pursuant to Section 16 of the Instructions to Proposer; and (3) the signed Agreement. The Performance Bond, Insurance Certificates, and Agreement shall be submitted to the School District's District Office within the required time period.

D. The Contract Documents form the Contract.

E. Failure of the Proposer to whom Notice of Intent to Award has been given to deliver appropriate Performance Bond and Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Proposer and the School District may, at its sole discretion, award the contract to another Proposer or re-advertise for Proposals, and the defaulting Proposer shall pay to the School District the difference between the amounts of his Proposal and any higher amount for which the School District may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Proposal Security of such defaulting Proposer shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Proposal Security, the defaulting Proposer shall pay to the School District the full amount of the excess. The School District may, in its sole discretion, extend the time period for submission of the above items, upon request of Proposer. Such request of Proposer, if accepted by School District in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) days after the submission to the School District of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

**13. PERFORMANCE BOND**

A. Within ten (10) days after receipt of Notice of Intent to Award, the Contractor shall furnish to the School 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, 2023 to June 30, 2024). Thereafter, the Contractor must furnish annually to the School District a Performance Bond in the amount of the contract price for the current contract year. The Performance Bond shall be

issued on the form attached to this RFP, or such other form as is acceptable to the School District in its sole and absolute discretion. The Performance Bond shall be issued by a qualified surety naming the School District as an Obligee, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the Commonwealth of Pennsylvania and must be approved by the School District. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. The Performance Bond shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the Commonwealth of Pennsylvania. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this Paragraph, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. A new Performance Bond must be submitted annually to the School District, not later than thirty (30) days before the commencement of the next fiscal school year of the Contract. The cost of the bond furnished hereunder shall be included in the Contract pricing.

B. If Contractor's surety makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the School District is insolvent, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety satisfactory to the School District.

#### **14. INSURANCE**

All Contractors doing work for the School District shall carry such liability insurance as set forth below to fully protect the School District from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. No work shall be started until the School District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. All Certificates of Insurance must indicate that the School District has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that the policy will not be changed, canceled or allowed to expire until at least thirty (30) days prior written notice has been provided to the School District. Such insurance limits shall remain in full force and effect during the term of the Contract. Said insurance certificate must be provided to the Daniel Boone Area School District prior to the start of the Contract and prior to July 1<sup>st</sup> of each subsequent fiscal school year of the Contract. The certificates of such insurances shall carry an endorsement that the Insurance Company will defend the School District as a party in the event the School District becomes a party to litigation as a result of the activities or negligence of the Contractor, subcontractor, or any direct or indirect employee of same under the terms of the Contract for injuries to property or person. Insurance shall be provided by a carrier that has a Best Rating of not less than A, VIII. The limits of liability shall be no less than:

Policy	Minimum Limits
(a) Workers Compensation	Statutory
Employer's Liability Insurance	\$1,000,000.00 each accident \$1,000,000.00 disease each employee \$1,000,000.00 disease policy limit
(b) Comprehensive General Liability	
Bodily Injury and property damage	\$2,000,000 each occurrence \$2,000,000 aggregate \$1,000,000
Products/Completed Operations	\$1,000,000
Fire Damage	\$1,000,000
Personal & Advertising Injury	
(c) Automobile Liability	\$1,000,000 each occurrence
Bodily Injury and Property Damage	
Combined Single Limit	\$5,000,000 aggregate
(d) Umbrella Liability	

General liability coverage shall be provided by a commercial general liability policy on an occurrence basis. The policy effective date shall predate the Contract. The termination date of the policy shall be no earlier than the termination date of the Contract or later if otherwise specified in the Proposal Documents. Automobile Liability Insurance shall be maintained throughout the term of the Contract to cover all automobiles, including owned automobiles; non-owned, leased, hired, or rented automobiles; employers' non-ownership liability; medical payments; and uninsured motorists. This coverage extends to all trucks and motorized equipment.

**15. FAMILIARITY WITH PROPOSED WORK**

The Contract is entered into by the School District with the understanding that the Contractor, prior to submission of his Proposal, acquainted itself with the requirements of all Instructions to Proposer, Specifications, and other Proposal Documents, and that it has obtained all necessary information for completion of the work during the term of the Contract. Upon execution of the Contract, the Contractor waives any and all claims based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract. The Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

**16. MSDS SHEETS; RIGHT TO KNOW ACT**

Each Proposer using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products. The successful Proposer/Contractor shall comply with all other terms and conditions of the Pennsylvania Workers and Community Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301

*et seq.*, providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

**17. HUMAN RELATIONS ACT**

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibits discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. Contractor does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

**18. DISCRIMINATION PROHIBITED**

According to Section 62 Pa. C.S. § 3701, the Contractor agrees that:

A. In the hiring of employees for the performance of work under the Contract, or any sub-contract, the Contractor, any subcontractor, or any person acting on behalf of the Contractor or subcontractor shall, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

C. The Contract may be canceled or terminated by the School District, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

**19. ACT 34 CRIMINAL BACKGROUND CHECKS**

Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949, 24 P.S. Section 1-111, as the same has been and may be amended from time to time, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the School District site, pursuant to work contemplated in the Contract, (a) a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person, (b) a report of federal criminal history record information from the Federal Bureau of Investigation, and (c) a written report from each employee or independent contractor, on the Pennsylvania Department of Education's standardized form, reporting any arrest or conviction for an enumerated offense. Contractor shall produce the original documentation for each prospective employee or independent contractor of such Contractor prior to employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the School District with the above- referenced criminal history record information for said prospective employee or independent contractor. As required pursuant to § 1-111, Contractor shall cause its employees and

independent contractors to provide written notice of any subsequent arrests or convictions for an enumerated offense within 72 hours after an arrest or conviction. Contractor shall comply with § 1-111, and any and all amendments thereto at Contractor's sole cost and expense.

**20. CHILD PROTECTIVE SERVICES BACKGROUND CHECKS**

Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the School District site(s), pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Act, as the same has been or may be amended from time to time. Contractor shall not allow any employees, prospective employees, or independent contractors on the job site prior to providing the School District with the above-referenced clearance statement for the employees, prospective employees, or independent contractors. Contractor shall comply with all amendments to this Act at Contractor's sole cost and expense. Contractor shall provide its employees with mandatory child abuse recognition and reporting training per Act 126 of 2012.

**21. INTENTIONALLY OMITTED.**

**22. WAIVER OF CONSEQUENTIAL DAMAGES**

Contractor waives claims against the School District for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the services provided to the School District.

**23. FEES, PERMITS, AND CERTIFICATIONS**

Contractor, its employees and agents shall secure and maintain, at its sole cost and expense, all necessary permits, licenses, and certifications as required by federal, state, and local laws, regulations, and ordinances. All costs and fees for such licenses shall be the sole responsibility of the Contractor.

**24. TAXES**

Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.

**25. ALL APPLICABLE LAWS, STATUTES, REGULATIONS, AND STANDARDS**

A. Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, codes, and standards, including industry standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with the same.



B. The Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools and on its properties, including for example, the prohibitions of sexual harassment, alcohol and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body's laws, rules, ordinances, or regulations are revised, changed, or amended, or in the event there are revisions, changes, or amendments to the School District's policies, the Contractor shall comply with all such revised, changed, or amended laws, rules, ordinances, regulations, or policies, at no additional cost to the School District.

C. All services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

**26. START OF WORK**

Unless otherwise provided in the Agreement, the Contractor shall provide services commencing on July 1, 2023.

Notwithstanding the foregoing, due to the timing of negotiations, reaching of impasse and commencement of Contractor services, the School District recognizes actual commencement may not begin on July 1, 2023. Please provide pricing as requested beginning July 1, 2023. However, please be advised that the School District will allow a minimum of 45 days from the date the School District's Board of Directors approves a contract until the Contractor will be expected to begin provision of services. The date that services will commence will be a date subsequent to the expiration of the 45 day period that is determined in close coordination with the Contractor and to be operationally appropriate based on the School District's calendar. Contractor's compensation for a partial year of services will be prorated based on the number of months of services.

**27. PAYMENT**

Invoices received and approved by the School District, by the first of the month, will be paid within sixty (60) days. Contractor will be paid in accordance with the foregoing schedule, provided all services for which payment is requested have been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract. 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 School District to establish the minimum number of hours are being provided, which payroll certifications shall be in such form as is reasonably satisfactory to the School District. If Contractor fails to provide the minimum number of hours required, the School District may deduct from Contractor's monthly payment the total cost of labor and benefits (at the hourly rates set forth on Contractor's Proposal) for those hours not worked.

**28. FAILURE TO FINISH OR COMPLETE CONTRACT**

In the event Contractor shall neglect or refuse to complete the services as required, or any part thereof, or to replace any services which are rejected, then the School District is authorized and empowered to purchase materials, equipment, and services in conformity with the Contract from such party or parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract, reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional professional fees, which may be incurred by the School District. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the School District at law or in equity.

**29. CLEAN-UP/DAMAGE TO PREMISES**

A. Contractor shall keep the School District's premises free from accumulation of waste materials or rubbish caused by the Contractor's performance. At completion of the services, Contractor shall remove from and about the premises (or properly store, if applicable), all waste materials, rubbish, Contractor's tools, equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided herein, the School District may do so, and the costs thereof shall be charged to the Contractor.

B. Contractor shall promptly remedy damage and loss to any school building or equipment caused in whole or in part by the Contractor, or anyone directly or indirectly employed by Contractor.

**30. WARRANTY**

All services shall be guaranteed by the Contractor against defects in performance, workmanship and materials. During the term, Contractor shall agree to promptly remedy, at Contractor's expense, any defects which were caused, in the judgment of the School District, by defective or inferior performance, workmanship or materials. Contractor shall re-perform all rejected services. Contractor warrants that all services will be provided as described in the Contract with the School District. The foregoing warranties shall be in addition to, and not in limitation of any other warranties available to the School District under the Contract Documents or at law or in equity.

**31. DELAY AND EXTENSIONS OF TIME**

If Contractor is delayed at any time in the progress of the services by any act or neglect of the School District, its agents or employees, any separate Contractor employed by School District or by changes ordered in the services, labor disputes (excluding labor disputes involving Contractor's employees), fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the control of the Contractor, Contractor's exclusive remedy shall be an extension of time allowed for completion of the services under the Contract. This extension of time shall not act as an entitlement for damages due and owing the Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the services, notwithstanding whether such delays be avoidable or unavoidable.

**32. GOVERNING LAW**

The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. As between the School District and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The School District reserves all rights and privileges applicable to it pursuant to the doctrine of *nullum tempus occurrit regi*.

**33. CLAIMS AND DISPUTES**

A. Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Berks County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the provision of services.

**34. WAIVER OF CLAIMS**

The making and acceptance of final payment shall constitute:

A. A waiver of all claims by the School District against Contractor other than those arising from liens, claims, security interests or encumbrances arising out of the Contract and unsettled; faulty or defective services; failure of Contractor to comply with the requirements of the Contract Documents; terms of any special guarantees required by the Contract Documents; or any matters arising following such payment which were not within the reasonable contemplation of the School District when payment was made.

B. A waiver of all claims by Contractor against the School District other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

C. It is understood and agreed that whether or not it is specifically so provided herein, any provision of the Contract, which, by its nature and effect, is required to be observed, kept, or performed by Contractor after termination or expiration of the Contract, shall survive termination or expiration of the Contract, and shall be and remain binding upon Contractor and for the benefit of the School District until fully performed, kept, or observed.

**35. RIGHT TO CONTRACT WITH OTHERS**

The School District reserves the right to contract with other custodial providers and other service providers for additional services.

**36. ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not assign, convey, encumber, subcontract, or otherwise transfer its rights or duties under the Contract, in whole or in part, without the prior written consent of the School District.

**37. NON-APPROPRIATION OF FUNDS**

The School District represents (1) that it intends to maintain the Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (2) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the services described in the Contract, the School District's obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

**38. PROPERTY DAMAGE**

The Contractor shall be responsible for any damage to School District property, buildings, furniture, equipment, driveways, paving lawns, shrubbery, etc. which is created or caused by its activities, employees, agents, or subcontractors.

**39. SUBMISSION OF DOCUMENTS**

Services shall not be started before all bonds, insurance documents, background checks and child abuse clearance records have been received by the School District.

**40. ENVIRONMENTAL INDEMNIFICATION**

Throughout the term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and to the School District. A violation of applicable laws, rules, or regulations may result in termination of this Contract. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District, its directors, officers, agents, and employees, from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from Contractor's failure to strictly comply with this Section 40 and all federal, state, and local laws, rules, and regulations governing the protection of the environment. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state, and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response,

Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. (“EPCRA”), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state, or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. Contractor’s indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

**41. EMPLOYER PROGRAMS**

Training, employee retention and absenteeism, and substance abuse are all conditions that materially affect the level of services that the School District receives from the Contractor. It is the School District’s position that only a Contractor that has a formal, documented program in place for each of these areas is capable of delivering custodial services at a level of effectiveness that will meet the School District’s specifications. Therefore, each Proposer is to submit with proposal, and the successful Contractor is to maintain, formal programs for the following areas:

- Training/Retraining of custodial service processes, all OSHA Compliant Safety Training and Documentation
- Employee Recruitment and Retention
- Substitute Employee Pool
- Substance Abuse Program

Failure to adhere to this requirement may be cause for rejection and/or termination of the Contract.

***END OF DOCUMENT PROPOSAL*** FORM

**DISTRICT-WIDE CUSTODIAL SERVICES**

Daniel Boone Area School District  
501 Chestnut Street  
Birdsboro, PA 19508  
Attention: Jay Withers

Date: \_\_\_\_\_

PROPOSAL SUBMITTED BY:

\_\_\_\_\_

(Name of Proposing Firm)

\_\_\_\_\_  
(Address)

Deliver unopened Proposals to place and person indicated in the Invitation to Submit Proposal. Deliver this Proposal on or before date and prevailing local time indicated in the Invitation to Submit Proposal. Proposals will be opened and read at time and place indicated in the Invitation to Submit Proposal.

Ladies and Gentlemen:

Having carefully examined the Proposal Documents, including all specifications, the facilities, and all conditions affecting the work and services, the undersigned hereby proposes to perform and complete all work and services in strict accordance with the Proposal Documents and all Addenda (if any) as indicated below:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_      ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

inclusive, for the following total annual fixed fee:

<b>Custodial Services</b>	<b>Fiscal Year 2023-24 Annual Fee</b>	<b>Fiscal Year 2024-25 Annual Fee</b>	<b>Fiscal Year 2025-26 Annual Fee</b>
Daniel Boone High School			
Daniel Boone Middle School			
Amity Elementary Center			
2144 Weavertown Road			
Monocacy Elementary Center			
<b>Total Annual Fee</b>			

\*Hourly Rate \$\_\_\_\_\_for Weekend Events as referenced on page H-6, #26 Additional Requirements, Section D. The request for a weekend hourly rate applies to custodial services,

I acknowledge and agree that the School District may close or consolidate schools during the term of the Contract. In the event of the closing/consolidation of one or more facilities, the School District may cancel services under the Contract for the particular facility(ies) which no longer require personnel, may reallocate positions from one facility to another, may increase or decrease positions at a particular facility(ies), and/or may increase or decrease the number of hours applicable to a position(s). The School District will provide the Contractor with thirty (30) days prior written notice of a complete school closure and cancellation of services for the facility to be closed, in which case Contractor's annual fee for the closed facility will be ratably reduced based on the number of days left in the fiscal year for which Contractor is not required to provide services. The School District will provide Contractor with written notice of the need for other changes (e.g. reallocation of positions, increase or decrease in position hours, etc.), 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 facilities affected by the changes shall be adjusted (increased or decreased) by the School District, which adjustment shall be determined by the School District in its reasonable discretion

taking into account the annual fee for the applicable facility, the number of hours of services required for the facility, and the hourly rates set forth below.

I agree to provide the following minimum number of hours per building (hours to be inserted by Proposer), which hours are included in the above annual fixed fee for the applicable facility:

<b>Custodial Services</b>	<b>Daily</b>	<b>Weekly</b>
Daniel Boone High School		
Daniel Boone Middle School		
Amity Elementary Center		
2144 Weavertown Road	As Needed	As Needed
Monocacy Elementary Center		

I agree that, regardless of the minimum specified hours, it is my responsibility to maintain the standard of services specified in the Contract. It is my responsibility to provide sufficient personnel to ensure that the minimum requirements are met and that each building or grounds area is effectively serviced on a daily or other designated basis. All costs for doing so are included in the above total lump sum fixed fees.

I agree that if the School District desires additional services beyond those specified in the Contract, that I will use commercially reasonable efforts to provide such additional services at a cost not to exceed the hourly rates (Cost of Labor Total) set forth below. Any additional services shall be by mutual agreement of the School District and Contractor and memorialized in writing prior to performance of said services.

I hereby certify that following constitutes a fair and accurate breakdown of the above total annual fixed fee:

<b>Custodial Services</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>
Cost of Labor Total			
Per Hour Rate			
Full Time Custodian			
Part Time Custodian			
Cost of Benefits Total			
Full Time Custodian			
Part Time Custodian			
Equipment			
Supplies (other than those provided by the District)			

I have attached a list of the supplies and equipment I will provide in addition to any supplies provided by the School District (see Section I. 21 of the Specifications).

All dollar amounts are stated in United States Dollars.

My Proposal will remain firm for the period of time indicated in the Instructions to Proposer.

The services shall be provided during the term of the Contract, commencing on July 1, 2023.

This Proposal is submitted in accordance with and subject to all terms and conditions of the Proposal Documents which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

When the Proposer is an individual:

WITNESS:

\_\_\_\_\_  
(SEAL)



---

Signature of Individual

Trading and doing business as:

---

---

---

(Address)

When the Proposer is a partnership (Name of Partners):

WITNESS:

---

Name of Partnership

---

---

(Address)

---

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

When the Proposer is a corporation

ATTEST:

\_\_\_\_\_

\_\_\_\_\_ Name of Corporation

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
President/Vice President

(CORPORATE SEAL)

\_\_\_\_\_ is a corporation organized and existing under the laws of \_\_\_\_\_ and has (has not) been granted a certificate of authority to do business in the State of Pennsylvania.

NOTE: Submit copy of financial statements, schedule of wages and benefits, Proposal Security and Non-Collusion Affidavit with Proposal.

END OF DOCUMENT

**FORM OF PROPOSAL BOND FORM**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
(hereinafter called the "Principal"), and \_\_\_\_\_, a  
corporation authorized to transact business in Pennsylvania, and having its principal office at  
\_\_\_\_\_(hereinafter called the "Surety"),  
as Surety, are held and firmly bound unto the DANIEL BOONE AREA SCHOOL DISTRICT  
(hereinafter called the "Obligee"), as Obligee, in the sum of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) lawful money of the United States of America, for payment  
of which we bind ourselves, and each of our respective heirs, legal representatives, successors and  
assigns, jointly and severally, by these presents on this \_\_\_\_ day of  
\_\_\_\_\_, 23\_.

WHEREAS, said Principle is herewith submitting to the Obligee a Proposal for  
**Custodial Services** pursuant to specifications and other Proposal Documents incorporated into  
said Proposal by reference; and it is a condition of the Obligee's receipt and consideration of said  
Proposal that such shall be accompanied by Proposal security to be held by the Obligee on terms  
embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of  
acceptance of his Proposal by Obligee and within the period specified therefore in the proposal  
requirements, enter into a written agreement with the Obligee, in accordance with the Proposal as  
accepted, and give bonds with good and sufficient surety or sureties, as may be required for the  
faithful performance and proper fulfillment of such contract, in the form specified by the Owner,  
and furnish required certificates of insurance, in all respects as required by the proposal  
requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in  
full force. In the event of the failure to enter into such contract, give such bonds, and furnish such  
certificates within the time specified, the Principal and Surety will pay to the Obligee the difference  
between the amount of the Principal's accepted Proposal and any higher amount for which the  
Obligee may contract for the required work, as well as any advertising, architectural, legal and  
other costs incurred by the Obligee by reason of the default; provided, however, that the obligations  
of the Surety hereunder shall not exceed the amount of this Proposal Security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have  
executed this Bond the day and year aforementioned.

(Individual Principal) \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_  
(Signature of Individual  
Trading and doing business as:

\_\_\_\_\_  
(Partnership Principal) \_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_(SEAL)

(Corporation Principal)

\_\_\_\_\_  
(Name of Corporation)

Attest: \_\_\_\_\_  
(Asst.) Secretary

By: \_\_\_\_\_  
(Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest: \_\_\_\_\_

\*By: \_\_\_\_\_  
Authorized Representative

\*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(Corporate Surety) \_\_\_\_\_  
(Name of Surety)

Witness or Attest:

\_\_\_\_\_  
\*\*By: \_\_\_\_\_  
Title

(CORPORATE SEAL)

\*\*Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

END OF DOCUMENT



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I state that \_\_\_\_\_ understands  
(Name of My Firm)

and acknowledges that the above representations are material and important, and will be relied on by the DANIEL BOONE AREA SCHOOL DISTRICT in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the DANIEL BOONE AREA SCHOOL DISTRICT of the true facts relating to the submission of Proposals for this contract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 23 \_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**INSTRUCTIONS FOR NON-COLLUSION**  
**AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. Proposal rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal Documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.

7. A Proposer’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding or proposing on any public contract within the last three (3) years does not prohibit a government agency from accepting a Proposal from or awarding a contract to that Proposer, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

END OF DOCUMENT

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_, a corporation organized and existing under the laws of the \_\_\_\_\_ of \_\_\_\_\_, having its principal office at \_\_\_\_\_, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the DANIEL BOONE AREA SCHOOL DISTRICT, as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, said Principal has submitted to the Obligee a certain proposal to perform **Custodial Services** for the Obligee, pursuant to Obligee's Request for Proposals for District- Wide Custodial Services ("RFP") and other contract documents incorporated into said RFP by reference (collectively, the "Contract Documents");

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if the Principal well, truly and faithfully shall comply with and shall perform the services in accordance with the Contract Documents and comply with all covenants, conditions, terms and requirements of the Contract at the time and in the manner provided in the Contract Documents, and if Principal shall not be in breach of any representations or warranties of Principal set forth in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all of its officers, agents, and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses, and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of



Principal, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the services to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the services in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Berks County, Pennsylvania, and in any such proceeding Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 23.

(Individual Principal)

WITNESS:

\_\_\_\_\_(SEAL)  
(Signature of Individual)

\_\_\_\_\_  
(print name of Individual)  
Trading & doing business as

\*\*\*\*\*

(Partnership Principal)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Partner

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Partner

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Partner

\*\*\*\*\*

(Corporate Principal)

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Secretary (Assistant Secretary)  
(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: President (Vice President)

\*\*\*\*\*

(Limited Liability Company)

WITNESS:

\_\_\_\_\_  
  
(Managing) Member  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name of Limited Liability Company)

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Member

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Member

\*\*\*\*\*

(Corporate Surety)

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\*\*By: \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
\*\*Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

END OF DOCUMENT

1. Term: The Contract will commence on July 1, 2023, and continue for 3 years, ending June 30, 2026, subject to the termination provisions set forth in the Contract. The continuation of this Contract is contingent upon satisfactory performance by the Contractor. If the performance of the service is not acceptable, this Contract may be terminated by the District at no additional cost to the District. The District shall be the sole determiner of the quality of service and whether it is satisfactory.

2. Description of Services: Contractor agrees to and shall furnish the contracted custodial services in accordance with this Contract, Instructions to Proposer, Specifications and the Proposal submitted by Contractor (but excluding any exceptions to District's RFP, unless expressly set forth in this Section 2 as being accepted by District). For purposes of clarity, the District and Contractor acknowledge and agree that the scope of services does not include any work that must be bid under § 7-751 of the Pennsylvania Public School Code or which requires the District to obtain quotes under § 7-751 of the Pennsylvania Public School Code.

3. Payment of Services: During the term of this Contract, Contractor shall invoice the District by the first working day of each month, an amount reflecting services performed during the previous month by Contractor (not to exceed 1/12 of the total annual fixed fee). Payment, net of any District expenses, shall be made by the District within sixty (60) days as set forth in the Instructions to Proposer. Payment shall only be rendered upon the successful submission of an invoice to the District by the Contractor no later than the first day of the month. All invoices must be submitted in accordance with the District's instructions and must contain any or all information requested by the District. Invoices not submitted by the Contractor on or before the date as specified shall be carried by the Contractor until the next billing date at no additional cost to District. 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 such form as is reasonably satisfactory to the District. If Contractor fails to provide the minimum number of hours required, the District may deduct from Contractor's monthly payment the total cost of labor and benefits (at the hourly rates set forth on Contractor's Proposal) for those hours not worked.

4. Insurance: Prior to the commencement of the services to be performed and throughout the entire term of this Contract, contractor shall maintain insurance of the type and in the amounts set forth in the Instructions to Proposer.

5. Assignment and Subcontracting: 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 this Contract without the prior written consent of the District, which consent may be withheld at the District's sole discretion.

6. 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 of 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 this Contract, Contractor has full and sole responsibility for compliance with all federal, state and local laws, regulations and ordinances.

7. Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, its directors, officers, agents, and employees, from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the Contractor's performance of the Contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they

may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the District.

Contractor further agrees to indemnify, save and hold the District, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, or employees of Contractor for any alleged negligence or condition caused or created, in whole or in part, by the District.

Contractor further represents and warrants that it is in compliance in all material respects with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act, and is not engaged in any unfair labor practice. Contractor shall be solely responsible, at Contractor's sole cost and expense, for compliance with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act. Contractor further agrees to indemnify, save and hold the District, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, employees, or independent contractors of Contractor for any violation or alleged violation of laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and the Affordable Care Act, and unfair labor practices.

The indemnification obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Further, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the District, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act. Contractor's indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

8. Release: Contractor hereby releases the District, its directors, officers, agents, workers, servants and employees from any and all matter of liability whatsoever, whether it be in law or in equity, as to any kind and all kinds of damages, which shall include, but not be limited to, personal injury and damage to personal property, resulting to the Contractor, its agents, servants, or employees in the performance of the services described in the Contract Documents.

9. Termination Provisions: Partial Cancellation:

A. At any time during the term of this Contract, the District shall have the unilateral right to terminate Contractor for “cause” (as defined below) effective immediately upon notice to Contractor. For purposes of this Contract, “cause” shall mean:

i. Contractor breaches, neglects, or fails to diligently perform, to the satisfaction of the District, any or all of Contractor’s responsibilities under this Contract;

ii. Contractor commits an act of dishonesty or breach of trust, or acts in a manner adverse or injurious to the interest of the District;

iii. Contractor’s act or omission results in or is intended to result directly in gain to or personal enrichment of Contractor at the District’s expense;

iv. Contractor violates or breaches any of the provisions of this Contract;

v. Contractor or any of Contractor’s employees, agents, or servants are indicted for or convicted of a felony or any crime involving larceny, embezzlement or moral turpitude; or

vi. Contractor becomes insolvent, makes an assignment for the benefit of creditor(s), files or has filed against Contractor a petition for relief or other proceeding under Federal bankruptcy laws, state insolvency law, or is assessed, or administered in any type of creditor’s proceeding.

B. Notwithstanding anything contained in subsection A to the contrary, upon ten (10) days written notice to Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the District of such termination (whether for cause or convenience), Contractor shall cease operations as directed by the District in the notice; take actions necessary, or that the District may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the District for all work satisfactorily performed prior to termination.

C. Notwithstanding anything contained in subsections A or B to the contrary, the District may close or consolidate schools during the term of the Contract. In the event of the closing/consolidation of one or more facilities, the District may cancel services under the Contract for the particular facility(ies) which no longer require services, may reallocate positions from one facility to another, may increase or decrease positions at a particular facility(ies), and/or may increase or decrease the number of hours applicable to a position(s). The District will provide the Contractor with thirty (30) days prior written notice of a complete school closure and cancellation of services for the facility to be closed, in which case Contractor’s annual fee for the closed facility will be ratably reduced based on the number of days left in the fiscal year for which Contractor is not required to provide services. The School District will provide Contractor with written notice of the need for other changes (e.g. reallocation of positions, increase or decrease in position hours, etc.), 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 facilities 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 facility, the number of hours of services required for the facility, and the hourly rates set forth below.

10. Entire Agreement, Caption, Counterparts and Modifications: This Contract, together with the documents incorporated by reference in Section 18 of this Contract, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and supersedes all previous written or oral negotiations, commitments, agreements and writings. The captions in this Contract are for the convenience of reference only, and do not form a part hereof, and do not in any way modify, interpret or construe the intention of the parties. This Contract may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one instrument. This Contract may only be modified in writing and signed by all of the parties.

11. Governing Law, Jurisdiction and Venue: This Contract shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Jurisdiction and venue for any disputes arising in connection with this Contract shall lie solely with the Court of Common Pleas of Berks County, Pennsylvania. All parties hereto hereby submit themselves to the exclusive jurisdiction and agree to accept service of any court process, order, or other document by certified mail in lieu of personal service.

12. Notices: Any notice required to be given hereunder shall be given in writing, and shall be served in person, or deposited in the form of a written notice in the United States mail and sent by registered or certified mail with postage charges prepaid, or sent by national overnight delivery service, including, but not limited to, Federal Express or through an electronic delivery system, such as telex or fax, properly addressed and directed to the party to receive the same, at the following addresses or such other address as may hereafter be substituted therefore by notice in writing thereof:

If, to the District:

Daniel Boone Area School District  
Attn: Jay Withers -Facilities and Contracted  
Services  
501 Chestnut Street, Door 22  
Birdsboro, PA

19508 With a copy to:

Brian E. Subers,  
Esquire Fox Rothschild  
LLP  
10 Sentry Parkway, Suite 200  
P.O. Box 3001  
Blue Bell, PA 19422

If to the Contractor: \_\_\_\_\_



Notice shall be deemed given on the earlier of the date of receipt or the second business day after having been mailed in accordance with this Section.

13. Invalidity: The invalidity of any one or more of the words, phrases, sentences, Sections, or subsections contained in this Contract shall not affect the enforceability of the remaining portions of this Contract or any part thereof, all of which are inserted conditionally on their being valid in law. In the event that any one or more of the works, phrases, sentences, sections, or subsections are found to invalid or unenforceable, this Contract shall be read as is if such offending provisions had not been inserted, and is such invalidity shall be caused by the length of any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

14. Binding Effect: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Waiver: The waiver by a party of any term, covenant, obligation, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or waiver of any obligation or condition herein contained. No covenant, term, obligation, or condition of this Contract shall be deemed to have been waived by the District, unless such waiver be in a written notice to Contractor executed by the District.

16. Construction: For purposes of this Contract, the neuter shall include the masculine and the feminine, the masculine shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular, as the context may require.

17. Remedies: The rights and remedies of the District contained herein shall not be exclusive and are in addition to any rights and remedies provided under the law or in equity.

18. Incorporation by Reference: The terms and conditions of the following documents, if checked, are hereby incorporated herein by reference and made a part thereof:

- a. Invitation to Submit Proposal \_\_\_\_\_ ✓
- b. Instructions to Proposer \_\_\_\_\_ ✓
- c. Proposal Documents \_\_\_\_\_ ✓
- d. Specifications (and appendices) \_\_\_\_\_ ✓
- e. Addenda \_\_\_\_\_ ✓
- f. Non-Collusion Affidavit \_\_\_\_\_ ✓
- g. District Map \_\_\_\_\_ ✓
- h. Performance Bond \_\_\_\_\_ ✓
- i. Contractor's Proposal \_\_\_\_\_ ✓ (excluding any exceptions to the District's RFP, unless the District has expressly acknowledged and incorporated such exceptions in Section 2 above.)

[SIGNATURES ON FOLLOWING PAGE] IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the date first above written.

BOARD OF SCHOOL DIRECTORS OF  
DANIEL BOONE AREA SCHOOL  
DISTRICT

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Board Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Board President

Name of Contractor

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

END OF DOCUMENT

## SPECIFICATIONS

- I. GENERAL CONDITIONS: These General Conditions apply to custodial services.
1. Contractor shall supply all labor, supervision, supplies, equipment and vehicles necessary to complete the contract under these specifications, except for the supplies to be provided by the District, as noted below in Section I.21 of these General Conditions. Contractor shall ensure that all Contractor personnel operating a vehicle in the performance of services maintains a valid driver's license for the term of the contract.
  2. Training, employee retention and absenteeism, and substance abuse are all conditions that materially affect the level of services that the District receives from the Contractor. It is the District's position that only a Contractor that has a formal, documented program in place for each of these areas is capable of delivering services at a level of effectiveness that will meet the District's specifications. Therefore, Contractor shall maintain formal programs for the following areas:
    - Custodial Training
    - Employee Recruitment and Retention
    - Substitute Employee Pool
    - Substance Abuse Program
    - Safety Training
  3. All Contract personnel must wear, at all times: (1) the approved uniform and (2) the approved identification badge that will be charged to the Contractor. If an identification (ID) badge is lost or stolen, the District personnel department will be notified immediately and replacement ID badge will be reissued to Contractor's Personnel at a cost of \$20 per occurrence. No Contract personnel will be permitted to enter or remain on District property unless both conditions are met. All Contract personnel must be thoroughly reliable and of good moral character. Contractor agrees that the District shall have the right to request dismissal from service to the District any person who, in the opinion of the District, is not qualified or otherwise acceptable to fulfill the terms of the Contract, and the Contractor shall not unreasonably refuse such request.
  4. The Contractor's personnel shall report directly to the Contractor's manager assigned to the District's Contract. Contractor's head personnel shall report to the District representative designated by the District on a regular basis (daily if needed) to allow for a thorough discussion of the scheduled activities and such other items that are included in the Contract.
  5. As applicable to the services being provided, the District shall provide a set of interior keys to be issued to Contractor's personnel, which shall be stored in the

designated key rack, and which shall never be taken from the building. Contractor's personnel will be provided with exterior/interior keys, if needed, for weekend activities. At no time shall copies be made of any keys issued. If the District deems it necessary to rekey any locks due to inadequate key control/loss of issued keys by the Contractor's personnel, the cost will be deducted from the monthly payment. Keys shall not be traded between employees nor forwarded to new employees: the keys are to be returned to the District to be re-issued. There will be a \$50.00 charge for the replacement of any lost or stolen key. The District reserves the right to inventory the Contractor's keys at any time.

6. In District buildings that have alarm systems with security codes, the Contractor's personnel will be given a code to be used in that building, if necessary for the applicable services being provided. The Contractor will notify the District when a change of Contractor's personnel occurs. A new code will be issued by the District to the Contractor's personnel at a cost of \$35.00 per occurrence.
7. The Contractor shall provide the District with a list, updated regularly, of all personnel including the telephone numbers where each person may be reached at all times (pager/cellular phone numbers where applicable). In addition, the Contractor shall maintain a file of "Child Abuse Clearances" and "Criminal Background Checks," and FBI clearances for all current employees at district office. Further, the Contractor shall maintain a complete roster of current employees in the District's Operations Department.

The Contractor will comply with all provisions of Act 34 of 1985, Act 151 of 1994, and Act 114 of 2006, as the same have been or may be amended from time to time regarding background checks of prospective employees, and to provide to the District the criminal history record information required by the aforementioned Acts in advance of assigning any person to perform services under this Contract. All the Contractor's employees shall pass a satisfactory background clearance as set forth in Section 1-111 of the Public School Code of 1949, and Act 151, Child Abuse Clearance Check, as the same has been or may be amended from time to time. The failure to comply with Act 34, Act 151, Act 159, PA Worker & Community Right to Know, Act 114, or any other federal, state, or local law, regulation or ordinance applicable to personnel or labor requirements shall constitute a breach by Contractor of this Contract. The District reserves the right to review and/or audit background checks/clearances for all employees of the Contractor.

8. The Contractor shall notify the District immediately of conditions which will limit hours or decrease the daily work crews. In addition, the Contractor shall notify the District in advance of any condition or situation, which will affect the performance of the work under the Contract. In either case, the Contractor shall submit a plan, in writing, of how the affected work is to be rescheduled. All substitute employees shall also be background checked and pass all clearance requirements prior to their being assigned duties in the District due to an unforeseen event.

9. Neither party hereto will hire personnel employed by the other, during the term of the Contract, without written permission. At the conclusion of the Contract, the District reserves the right to hire and the Contractor agrees to waive any covenants restricting the hiring of past or present hourly employees of the Contractor, without penalty to either the District or the employee.

10. The Contractor is not required to work on the days listed below, but the crews are to be scheduled in such a way as to ensure that all buildings are cleaned and maintained and ready to open the next business day.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

11. The Contractor shall report, in writing, any damage that occurs as a result of the performance or non-performance of the services under the Contract. Furthermore, the Contractor shall report, in writing, any items that require maintenance or repair that are discovered during the process of the Contract.

12. The contracted crews are to be scheduled to provide coverage Monday through Sunday during the hours set forth on Appendix "A". Services are provided year-round (while school is in session and during summer recess). Contractor shall provide a qualified substitute individual in the event that Contractor's regularly scheduled employee is unavailable (e.g. sick, vacation, personal day, etc.).

13. It is the intent of the District to award one contract for custodial services for the buildings listed and more fully described on Appendix "A". The Contract will commence on July 1, 2023, and continue for 3 years, ending on June 30, 2026. The Contract will be re-evaluated annually at the end of each fiscal school year. If the District is not satisfied with the performance of the Contractor, then the Contract will be terminated at that time, or at such earlier time as allowed per the Agreement.

14. At no time shall the Contractor's personnel:

- a) Allow custodial closets, storage sheds/buildings to stand open and unattended.
- b) Leave custodial products and/or equipment unattended.
- c) Leave lights on or doors open in unattended sections or storage sheds/buildings.
- d) Congregate or have food/drink in unauthorized areas.
- e) Use any District equipment (e.g., TVs, VCRs, Computers)
- f) Play radios or other similar devices without approval of the applicable District supervisor.
- g) Use cell phones during work hours for personal calls.

**Commented [1]:** do we want to specify that they work the other days during break? This year their practice was different

**Commented [2]:** Today I am going to investigate how a few other schools schedule custodial staff during holidays and break.

**Commented [3]:** During Christmas break SSC has all custodial staff working day shift. I am fine with this. We do not have any evening sports or events during this week.

In speaking with another district facility director his custodial is off 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Monday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday and Memorial Day. If holiday falls on a weekend, we follow the federal holiday schedule where it is normally celebrated on a Friday if the holiday falls on a Saturday or Monday if the holiday falls on a Sunday.

- h) Smoke cigarettes on District property
- i) Consume alcohol /bring alcohol on District property
- j) Access unauthorized areas or areas within spaces to be serviced which are not germane to the task at hand.

15. The Contractor is responsible for the security of the building and storage sheds/buildings during the performance of services, and shall secure each section of the building as it is completed and secure all storage sheds/buildings when not in use. The Contractor shall secure the building and storage sheds/buildings at the end of each shift and set the alarm (such security measures shall include, without limitation, the following: secure all doors, turn off all but designated lights, turn off ceiling fans and window air conditioning units, close all windows and set building alarm). If the Contractor fails to properly secure any building or storage building/shed, the cost of the District response, at the overtime rate, shall be deducted from the monthly payment.
16. The Contractor is responsible for the conduct of its personnel. The Contractor must maintain (and provide copies to District) written policies and procedures regarding suspected theft and other unlawful conduct by its personnel. The Contractor shall fully cooperate with the District and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel employed by the Contractor are found to have committed theft or other unlawful activities, the Contractor shall be responsible to the District for restitution which will include, but not necessarily be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.
17. The Contractor is to inform the designated District personnel of any vandalism, evidence of attempts to force entry, and all other damages to the building or grounds.
18. The designated District personnel shall inspect each building daily (or at such other appropriate intervals) and report any deficiencies and all unsatisfactory performance to the Contractor. At that time, the Contractor will be given an opportunity to make the necessary corrections in a reasonable amount of time. Where it is necessary, in the District's opinion, to correct unsatisfactory performance in order to conduct school activities in a clean and safe atmosphere, the costs of the correction will be deducted from the monthly payment. The Contractor's manager shall be available for weekly inspections. This does not mean in any way to limit the Contractor's responsibility to inspect or control its own work, nor does it limit the District's right to inspect any building or grounds at any time.
19. In the event of a strike, act of God, or other event resulting in the closing of the building(s) or grounds, no payment(s) shall be made for that period of time when services are not required/performed. In the event of a strike, act of God, or other event which does not result in the closing of the building(s) or grounds, the Contractor shall continue to perform its normal duties. The District has the right

to secure such other services as may be necessary, at the overtime rate, for interrupted service, and to deduct such amount from monthly payments.

20. The Contractor shall provide commercial grade equipment, in sufficient quantity and design to perform the services as specified. The Contractor shall maintain all equipment in effective working order throughout the life of the Contract. All equipment must meet applicable federal, state, and local laws, regulations and ordinances. Contractor shall maintain a list of the equipment (type, quantity, age, manufacturer, and model) to be maintained on-site for each building and grounds. The equipment shall remain the property of the Contractor and the Contractor shall be responsible for the replacement, repair and maintenance of the equipment. Contractor shall be responsible to ensure that its personnel comply with all federal, state, and local laws, ordinances, and regulations in regard to storage, use, and safety of all equipment.
21. The contractor shall provide all consumable supplies reasonably necessary to perform the services required under the Contract. By way of example, with regard to custodial services, the Contractor shall supply cleaners, waxes, stripper, disinfectants, polishes, rags, dust cloths, paper towels, toilet paper, etc. A list of the supplies provided by the contractor is attached as Appendix "D". All supplies will be of commercial grade and of sufficient quality to be used in a school setting. The District must approve all chemicals and supplies to be used in the District buildings. Contractor shall be responsible to ensure that its personnel comply with all federal, state, and local laws, ordinances, and regulations in regard to storage, use, and safety of all supplies. The Contractor and the District will maintain a complete inventory of MSDS sheets for all products used in each building and on the grounds and a Master Book with a section for each building and grounds in the Operations Department office.
22. The Contractor shall maintain, in each building, a Procedures Book, specific for that building, that shall include, at a minimum:
  - a) MSDS sheets for all products used, and Right-To-Know procedures.
  - b) List of equipment maintained in the building or on the grounds.
  - c) Maintenance and use Manuals for all equipment.
  - d) Standard Company policies and procedures.
  - e) Standard procedures for the completion of routine tasks.
  - f) Daily routine or schedules for personnel assigned to the building.
  - g) Emergency and safety procedures.
23. The Contractor shall be responsible for the strict adherence to all Federal, State, and local laws, regulations, and ordinances, such as, but not limited to OSHA and the Worker and Community Right-To-Know Act.

Commented [4]: see me

Commented [5]: I fixed this. The contractor shall provide everything.

24. All School District buildings and grounds are “no smoking areas.” It is the policy of the School District to establish and maintain an Alcohol and Drug-Free Workplace. The Contractor shall be responsible for its employees’ strict observance of these policies.

25. The District may inspect (spot check) each building and grounds as it is opened each day. These inspections will result in a “satisfactory or unsatisfactory” evaluation. In the event of an unsatisfactory area or building evaluation:

- The Contractor will be granted a reasonable time approved by the Facilities Director to correct the deficiencies.
- In the event that the Contractor fails to correct the deficiencies within the time allowed, the District may correct the deficiencies at the District overtime rate and deduct the cost from the monthly invoice.

26. Additional requirements:

- a. The Contractor’s manager must be fluent in spoken and written English.
- b. The Contract shall include all areas of all buildings (including gyms, weights & cardio rooms, football stadium trash during and after games, all buildings parking lot trash, auditoriums, cafeterias, multi-purpose rooms, etc.) and grounds, as applicable to the services being provided.
- c. District vehicles will not be provided. Contractor shall supply all vehicles necessary for Contractor’s performance of its services.
- d. The District allows its facilities to be used by private groups and organizations, as well as for school sponsored events, after school hours. The Contractor will be responsible for staffing special events and performing set- up, tear-down and cleaning services according to an agreed upon hourly rate per employee. The Contractor’s personnel will also be responsible for opening and securing facilities in conjunction with such events.

**Commented [6]:** What about the parking lot trash?  
What about stadium trash after games?

**Commented [7]:** I added the stadium and all buildings parking lot trash

**Commented [8]:** great

II. PERFORMANCE SPECIFICATIONS The Performance Specifications in this Section II apply to custodial services.

1. The Contractor shall comply with manufacturer instructions and recommendations for use of all supplies and equipment. The Contractor shall comply with manufacturer instructions for chemical applications, area preparation and time allocations.
2. The Contractor shall provide and properly display all MSDS documents pertaining to all chemicals used in the services provided by Contractor.
3. The Contractor shall provide proper training for operation and use of all equipment and supplies and shall provide appropriate protective gear to all of Contractor’s personnel providing services under the Contract.



4. Tasks outlined and the frequencies discussed in Appendix “B” are not meant in any way to limit the scope of the Contractor’s work, but rather as a guide to express the District’s expectations and establish minimum acceptable standards.

III. PERFORMANCE SPECIFICATIONS FOR CUSTODIAL SERVICES:

1. **It is not the intent of the District to limit, in any way, the responsibility of the Contractor to perform all tasks necessary to deliver a clean and safe building daily.**
2. The Contractor shall provide custodians in accordance with the number of positions and hours set forth in Appendix “A”, unless otherwise mutually agreed to between the District and Contractor. It is the Contractor’s responsibility to determine the minimum number of workers to fulfill all the requirements of these specifications.
3. The Contractor shall provide at a minimum, the services set forth in Appendix “B”, Sections 1 through 7 and in the job descriptions for the custodians, also set forth in Appendix “B”. “Architectural Size” of the District Buildings and acreage is outlined in the following table. This is not the acreage to be mowed.

Building	Square Feet	Acres
Daniel Boone High School (HS)	276,794 square feet	52 acres
Daniel Boone Middle School (MS)	225,000 square feet	22.5 acres
Amity E.C. (AEC)	103,888 square feet	24.5 acres
Monocacy E.C. (MEC)	83,500 square feet	14 acres
Weavertown Road Building	80,500 square feet	N/A

**APPENDIX “A”**

Building	Position	Number of Positions	Hours Mon-Fri
Daniel Boone Area High School (DBAHS)	Head Custodian	1	6:00am – 2:00pm
	Stage Worker/Cafe	2	7:00am – 3:00pm
	2 <sup>nd</sup> Shift	5	3:00pm – 11:00pm
Daniel Boone Area Middle School (DBAMS)	Head Custodian	1	6:00am – 2:00pm
	Café Worker	2	11:00am – 7:00pm
	2 <sup>nd</sup> Shift	3	3:00pm – 11:00pm
Daniel Boone Area Intermediate Center DBAIC	Head Custodian	1	7:00am – 3:30pm
	2 <sup>nd</sup> Shift	1	12:00pm – 8:00pm
	2 <sup>nd</sup> Shift	2	3:00pm – 11:00pm
Daniel Boone Area Primary Center DBAPC	Head Custodian	1	7:00am – 3:30pm
	2 <sup>nd</sup> Shift	3	3:00pm – 11:00pm
DBASD Weavertown Road Building- As Needed	There is not currently any specific person assigned to this building. Shares coverage with AEC.		

**APPENDIX “B”**

**1. Classrooms, Preparation Areas, and Laboratories.**

<b>ROUTINE CLEANING</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>AS REQUIRED BY DISTRICT</b>
Dry Mop Floor	<b>X</b>			
Spot Wet Mop	<b>X</b>			
Wet Mop Floor		<b>X</b>		
Scrub & Recoat Floor				<b>X</b>
Spray, Buff & Polish				<b>X</b>
Wash Tables/Desks/Chairs		<b>X</b>		
Remove Graffiti from Desks, Clean ALL smoke detectors				<b>X</b>
Empty Pencil Sharpener(s)	<b>X</b>			
Empty Trash/Recycle Containers	<b>X</b>			
Clean/Dust Window Sills, Baseboard, & Moldings		<b>X</b>		
Wash Chalk Boards/Trays/White Boards		<b>Twice/Wk</b>		
Clean Windows, Walls, Interior				<b>Three/Yr.</b>
Clean Door(s) Glass & Hardware (interior & exterior)	<b>X</b>			
Spot Wash Walls, Remove Graffiti				<b>X</b>
Clean/Dust Window Blinds			<b>X</b>	
Clean/Dust Fan Blades			<b>X</b>	
Clean Vents		<b>X</b>		
Clean Trash Cans		<b>X</b>		<b>X</b>
Clean Lights			<b>X</b>	
Clean Sinks & Sanitize Fountains (1)	<b>X</b>			
Dust Shelving & Built-in Furniture (1)		<b>X</b>		
Complete High Dusting		<b>X</b>		
Clean Classroom Lavatories	<b>**</b>	<b>**</b>	<b>**</b>	<b>**</b>

\*\* See #4 Restrooms, Locker Rooms, and Shower Rooms

**CARPETED SPACE**

<b>ROUTINE CLEANING</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>AS REQUIRED BY DISTRICT</b>
Vacuum Floor		<b>X</b>		
Spot Clean	<b>X</b>			

Extract Entire Floor				<b>X</b>
Spot Vacuum Carpets	<b>X</b>			

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

<b>ROUTINE CLEANING</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>AS REQUIRED BY DISTRICT</b>
Dry Mop Floor	X			
Spot Wet Mop	X			
Wet Mop Entire Floor		X		
Scrub & Recoat Floor				X
Spray, Buff & Polish				X
Wash Tables/Desks/Chairs		X		
Remove Graffiti from Desks, Clean ALL smoke detectors				X
Empty Pencil Sharpener(s)	X			
Empty Trash/Recycle Containers	X			
Wash ChalkBoards/Whiteboards Trays	X			
Clean Windows, and walls Interior		X		
Clean Door(s) Glass & Hardware (interior & exterior)	X			
Spot Wash Walls, Remove Graffiti				X
Clean/Dust Window Blinds			X	
Clean/Dust Fan Blades			X	
Clean Vents		X		
Clean Trash Cans		X		
Clean Lights				X
Clean Sinks	X			
Dusting Shelving & Cleaning Built-in Furniture		X		
Spot Clean Upholstered Furniture				X
Complete High Dusting		X		
Clean Classroom Lavatories	**	**	**	**

\*\* See #4 "Restrooms, Locker Rooms, and Shower Rooms"

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

<b>ROUTINE CLEANING</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>AS REQUIRED BY DISTRICT</b>
Clean, Dry & Odor Free	X			
Dry Mop Floor		X		
Spot Wet Mop		X		
Wet Mop Entire Floor			X	
Scrub & Recoat Floor				X
Remove Graffiti, Clean ALL smoke detectors				X
Empty Trash/Recycle Containers	X			
Clean Mops and Equipment (maintenance to reduce odor)	X			
Clean Door(s) Glass & Hardware (interior & exterior)		X		
Spot Wash Walls, Remove Graffiti				X
Clean Vents/Diffusers			X	
Clean Trash Cans				X
Clean Lights				X
Clean Sinks	X			
Complete High Dusting			X	
Clean Interior Lavatories	**	**	**	**

\*\* See #4. "Restrooms, Locker Rooms, and Shower Rooms"

**4. Restrooms, Locker Rooms, and Shower Rooms:**

<b>ROUTINE CLEANING</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>AS REQUIRED BY DISTRICT</b>
Dry Mop Floor	X			
Wet Mop Floor	X			
Clean and Sanitize all Fixtures	X			
Scrub & Recoat Floor				X
Remove Graffiti, Clean ALL smoke detectors				X
Empty Trash/Recycle Containers	X			
Clean and Refill Soap & Paper Dispensers	X			
Clean Mirrors	X			
Clean Windows, Interior		X		
Clean Door(s) Glass and Hardware (interior and 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		<b>Shower Room</b>		X
Clean & Scrub Lockers (exteriors)			X	
Clean Vents/Diffusers		X		
Clean Trash Cans		X		
Clean Lights				X
Complete High Dusting		X		

**5. HS Football Stadium, Gymnasium's, Weight & Cardio Rooms:**

ROUTINE CLEANING	DAILY	WEEKLY	MONTHLY	AS REQUIRED BY DISTRICT
After Games: HS <u>Sports stadium, which is sometimes referred to as the Football Stadium. Contractor shall</u> pick up all loose trash including all walkways/concourse areas, empty trash cans, clean restrooms and clean bleachers.	X			
Next day cleaning for all school and sporting events including graduation ,pep rallies and Monday through Friday outside organization events.				X
Dust Mop Seating Area & Isles for all gymnasium bleachers	X			
Spot Clean Floors and Seats, Clean ALL smoke detectors				X
Mop Floors, Clean Seats		X		
<b><u>GYMS'S</u></b>				
Clean and Sanitize all Fountain/ Fixtures and gym bleachers	X			
Remove Graffiti				X
Empty Trash/Recycle Containers	X			
Clean Windows, Interior		X		
Clean Door(s) Glass and Hardware (interior and exterior)	X			
Clean and Scrub Vertical Surfaces (walls & stalls)		X		
Clean Vents/Diffusers		X		
Clean Trash Cans		X		
Clean Lights (accessible)				X
Complete High Dusting		X		



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

<b>ROUTINE CLEANING</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>AS REQUIRED BY DISTRICT</b>
Dry Mop Floor	X			
Spot Wet Mop	X			
Wet Mop Entire Floor		X		
Scrub & Recoat Floor				X
Clean Walk-off Mats (incl. Exterior)	X			
Clean, Scrub, Extract Walk-off Mats (incl. Exterior)				X
Sweep Ext. Entrance Area	X			
Spray, Buff & Polish Clean ALL smoke detectors				X
Clean/Sanitize Water Fountains	X			
Empty Trash/Recycle Containers	X			
Clean/Scrub Trash Cans		X		
Clean Windows, Interior		X		
Clean Door(s) Glass and Hardware (interior and 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, Riders, Landings, Railings, Balusters & Base		X		
Clean Vents		X		
Clean Lights		X		
Complete High Dusting		X		

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

<b>ROUTINE CLEANING</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>AS REQUIRED BY DISTRICT</b>
Dry Mop Floor	X			
Spot Wet Mop	X			
Wet Mop Floor		X		
Spray, Buff & Polish				X
Scrub & Recoat Floor				X
Empty Trash/Recycle Containers	X			
Clean/Scrub Trash Cans		X		
Clean Windows, Interior		X		
Clean Door(s) (1) Glass & Hardware (interior & exterior)	X			
Spot Wash Walls, Remove Graffiti	X			
Clean/Scrub Walls, Base & Moldings (1)				X
Clean Vents/Diffusers		X		
Clean Lights		X		
Clean Sinks & Sanitize Fountains (1)	X			
Complete High Dusting		X		
Clean Interior Lavatories	**	**	**	**

\*\* See #4. "Restrooms, Locker Rooms, and Shower Rooms"

**TITLE: Head Custodian**

Requirements for the Position

1. Physical adaptability for assigned work
2. Possess working knowledge of plumbing, heating and electrical systems
3. Possess ability to oversee day-to-day operation of the building
4. Be dependable in attendance and completion of work assignments
5. The individual's credentials are in compliance with all federal and state laws and regulations governing individuals functioning in the capacity of this position
6. Properly communicate with all district employees and use DBASD Facility Management Work Order System.
7. Be able to safely use a man lift and forklift if necessary.
8. Provide cleaning schedules, reports or pictures when necessary.
9. Contractor will supply one 4x4 truck ½ ton with a lift gate.

Major Responsibilities

1. Comply with all directions given by Contractor Management
2. Be primarily concerned with the cleanliness and general condition of their building and grounds, and routine repairs and maintenance
3. Be responsible for the work of the custodians in their building
4. Be responsible for informing Contractor Management and the Facilities Supervisor of any supplies needed for the completion of their duties (any supplies necessary shall be ordered through the Facilities Supervisor or Business Manager) and the inventory of all supplies.
5. Contractor Management shall confer daily with the head custodian, building principal and Facilities Supervisor to ensure the cleanliness and general condition of the building and grounds, and routine repairs and maintenance

Duties and Responsibilities

1. Report directly to Contractor Management. Contractor Management shall report to the school building principal and the District Facilities Supervisor
2. See to the needs of groups and organizations when an approved function occurs at their building
3. Be responsible for security checks of their buildings on weekends and holidays
4. Be responsible for the grounds at their location (such as, without limitation, emptying trash receptacles, keeping sidewalks and entrance ways clear of snow and ice, applying salt or ice melt if requested by the District)
5. Be responsible for routine repairs and maintenance (vacuum breakers, light bulbs, drop ceiling tile replacement, belt replacement, filter changes, cleaning all smoke detectors, etc.)
6. Report any necessary repairs which cannot be made to Contractor Management and the Facilities Supervisor
7. Be responsible for the preparation of their building for each day's activities
8. Guard against the waste of fuel, water and power

9. Be responsible for loading and unloading all supplies, materials and equipment received with using district supplied forklift
10. Be responsible for the condition of all safety equipment and systems
11. Refer requests for use of their buildings and grounds to the building principal
12. Projects during summer vacation shall be directed by Contractor Management.  
Contractor Management shall consult with the Facilities Supervisor or Business Manager with respect to summer projects.
13. Cleaning of assigned areas during the day
14. Cleaning the remaining areas on an as needed basis
15. Lunch coverage
16. Assist Maintenance staff when needed
17. Set up events – Auditorium, café, gym, classrooms, football stadium
18. Assist with assemblies
19. Perform fire drills – call off alarm company
20. Coordinates summer cleaning
21. Move/relocate/assemble furniture as needed in classrooms/all buildings
22. Schedule coverage for weekend events being held in the building
23. Maintain contractor supplied custodial equipment and district supplied equipment
24. Manage coverage for staff that is out/meet contracted staffing requirements
25. Maintain inventory of custodial products, filters, parts specific to the bldg..
26. Lock/Unlock doors for staff arrival
27. Communicate needs of buildings with Contractor Management
28. Strip and wax floors
29. Refinish gym floors
30. Escort contractors as needed
31. General knowledge of all building utilities
32. Resolve emergencies
33. Perform all other duties as assigned by contractor management. Perform all other duties as assigned by Contractor Management

**TITLE: Custodian 2<sup>nd</sup> Shift**

Requirements for the Position

1. Physical adaptability to complete assigned work
2. Be dependable in attendance and completion of work assignment
3. The individual's credentials are in compliance with all federal and state laws and regulations governing individuals functioning in the capacity of this position.

Major Responsibilities

1. Comply with all directions given by Contractor Management
2. Assume such responsibilities as may be assigned by Contractor Management
3. Be responsible directly to the head custodian for work assignments, changes in daily schedules and performance
4. Be responsible for informing head custodian of any supplies needed for the completion of their duties

Duties and Responsibilities

1. Be responsible for areas as assigned by head custodian
2. Be responsible for dry-mopping hallway in your area daily
3. Be responsible for cleaning the lavatories in your area daily
4. Cleaning daily shall include the following for classrooms and halls:
  - Vacuum carpets
  - Wash blackboards and chalk trays
  - Dust all surfaces
  - Clean tops of desks as needed
  - Clean sinks
  - Clean water fountains
  - Clean walls and doors
  - Empty trash in every room
  - Empty pencil sharpeners
  - Lock classroom doors
  - Keep all glass clean
  - Align desks
  - Clean classroom floors and hallways
  - Remove graffiti from hall walls and classroom walls
5. Help with reorganization/cleaning of areas after games, dances, meetings, etc.
6. Cover areas for absent staff
7. Lunch coverage – Performed on a rotation in elementary schools, HS and MS have assigned staff
8. Set up events
9. Cover evening building use
10. Strip and wax floors
11. Resolve emergencies
12. Summer cleaning
13. Cleaning daily shall include the following in toilet areas:
  - Toilets and urinals must be cleaned
  - Floors wet mopped
  - Walls behind toilets must be cleaned
  - Stall walls cleaned

- Sinks cleaned
- Perform all other duties as assigned by head custodian

- Mirrors cleaned
- Torpedoes emptied
- Pine Sol used as a disinfectant
- Restock paper towels, toilet paper, and fill soap dispensers

**TITLE: Custodian Café Worker**

Requirements for the Position

1. Physical adaptability to complete assigned work
2. Be dependable in attendance and completion of work assignments
3. The individual's credentials are in compliance with all federal and state laws and regulations governing individuals functioning in the capacity of this position.

Major Responsibilities

1. Comply with all directions given by the Facilities Supervisor
2. Assume such responsibilities as may be assigned by the principal
3. Be responsible directly to the head custodian for work assignments, changes in daily schedules and performance
4. Be responsible for informing head custodian of any supplies needed for the completion of their duties

Duties and Responsibilities

- Be responsible for areas as assigned by head custodian
- Be responsible for trash removal for areas assigned by head custodian
- Daily lunch-time duties are:
  - Monitor the cafeteria for spills, proper disposal of trash, etc.
  - Empty trash containers after each lunch setting
  - Sweeping and wet cleaning of cafeteria and kitchen floors
  - Align cafeteria tables
  - Assist cafeteria staff as needed
  - Dust all surfaces
- Daily cleaning of floor areas assigned by head custodian
- Cleaning of above areas daily shall include:
  - Vacuum carpets/Strip and wax floors
  - Wash blackboards/whiteboards and chalk trays
  - Dust all surfaces
  - Clean tops of desks as needed
  - Clean sinks
  - Clean walls and doors
  - Empty trash and pencil sharpeners
  - Clean water fountains
  - Clean toilets and urinals
  - Fill soap containers, replenish toilet paper and paper towels
  - Lock classroom doors in your area
  - Keep all glass clean
  - Dry-mop all terrazzo and run floor machinery as necessary
  - Align all desk

- Resolve emergencies
- Summer cleaning
- Perform all other duties as assigned by head custodian APPENDIX “C”
- Help with reorganization of areas after games, dances, meetings, etc.
- Occasional mowing of grass and shoveling of snow when requested
- Cover areas for absent staff
- Set up events
- Cover evening building use



### **Building Details**

**BUILDING:** Daniel Boone High School

**ADDRESS:** 501 Chestnut St, Birdsboro, PA 19518

**TOWNSHIP/COUNTY:** Union Township, Berks County, Pennsylvania

*Additional Information:*

- **Principal:** Aaron Sborz
- **Student capacity based on Thompson Associates Architects and Planners analysis:** high school 9<sup>th</sup> to 12<sup>th</sup> grade: 1445 students
- **Current enrollment:** 1156 - 9<sup>th</sup> grade to 12<sup>th</sup> grade students (75.6% of 1530-student capacity)
- **Major use:** high school
- **Date of construction:** 1966 B; 1971 A/R, 1997 and 2009 A/R
- **Square Footage:**
  - High School area: 157,477 square feet
  - Annex area: 119,317 square feet
  - Gross area: 276,794 square feet

**BUILDING:** Daniel Boone Middle School

**ADDRESS:** 1845 Weavertown Rd, Douglassville, PA 19518

**TOWNSHIP/COUNTY:** Amity Township, Berks County, Pennsylvania

*Additional Information:*

- **Principal:** Jim Towers
- **Student capacity based on Thompson Associates Architects and Planners analysis:** Middle school 6<sup>th</sup> to 8<sup>th</sup> grade: 1003 students
- **Current enrollment:** : 867 – 6<sup>th</sup> grade to 8<sup>th</sup> grade students (86.4% of student capacity)
- **Major use:** multi-disciplinary middle school
- **Date of construction:** 2005
- **Square Footage:** Gross area: 225,000 square feet

**BUILDING:** Daniel Boone Area Intermediate Center  
**ADDRESS:** 200 Boone Drive, Douglassville, PA 19518  
**TOWNSHIP/COUNTY:** Amity Township, Berks County, Pennsylvania

*Additional Information:*

- Principal: Chris Becker
- Student capacity based on Thompson Associates Architects and Planners analysis:  
Elementary school K - 5: 730 students
- Current enrollment: 621 – K to 5<sup>th</sup> grade students ( $621/730 = 85.1\%$  of student capacity)
- Major use: elementary school
- Date of construction: 2002
- Square Footage: Gross area: 103,888 square feet

**BUILDING:** Daniel Boone Area Primary Center  
**ADDRESS:** 576 Monocacy Creek Road Birdsboro, PA 19508  
**TOWNSHIP/COUNTY:** Amity Township, Berks County, Pennsylvania

*Additional Information:*

- Principal: Melanie Hefter
- Student capacity based on Thompson Associates Architects and Planners analysis:  
Elementary school K - 2: 630 students
- Current enrollment: 386 K to 2<sup>nd</sup> grade students ( $386/630 = 61.3\%$  of the student capacity)
- Major use: elementary school
- Date of construction: 2007 B
- Square Footage: Gross area: 83,500 square feet

**BUILDING:** Daniel Boone Area School District  
**ADDRESS:** 2144 Weavertown Road Douglassville, PA 19518  
**TOWNSHIP/COUNTY:** Amity Township, Berks County, Pennsylvania

*Additional Information:* Leased - River Rock

- Student capacity based on Thompson Associates Architects and Planners analysis:  
Elementary school 3 - 5: 556 students
- Current enrollment: 40 Alternative Ed. Students
- Major use: Leased
- Date of construction: 1931 and 2011
- Square Footage: Gross area: 80,500 square feet

