

Seven Generations Charter School

Bid Conditions and Specifications For:

Seven Generations Charter School – 33 East Minor Street, Emmaus, PA 18049

CUSTODIAL SERVICES

Overview

This is a request for proposal for general custodial services for Seven Generations Charter School that will commence on July 1, 2022 and run through June 30, 2025. Specific responsibilities and frequency to which duties should be performed are detailed in the RFP.

I. Bid requirements

Seven Generations Charter School (the “School”) is a nonprofit corporation operating as a public charter school under the Pennsylvania Charter School Law (the “Law”). The School’s core belief is that “in our every deliberation, we must consider the impact of our decisions on the next seven generations.” With this in mind, the School is seeking proposals or bids for the provision of custodial services for their facility located at 33 East Minor Street, Emmaus, Pennsylvania. Specifically, the School requires environmentally friendly and socially conscious custodial services to maintain a clean, safe and sanitary environment for students, faculty and staff in accordance with the specifications set forth in this proposal. The School desires to examine proposals from qualified custodial companies (the “Contractor” or “Custodial Company”) in order to obtain the highest quality services at the lowest possible costs. In order for the bid to be considered, it must be in compliance with all the needs and requirements of the School contained herein.¹

Bids for the provision of custodial service will be accepted until 12:00 p.m. on May 11, 2022. The Bid is to be submitted in a sealed envelope marked "Seven Generations Charter School Custodial Service Proposal".

Bids will be opened on May 11, 2022 at 3:00 p.m. at the Elementary School Front Office, at 154 East Minor Street Emmaus, PA 18049. The School reserves the right to reject any and all proposals submitted that it determines are not responsive or from a Contractor it deems not to be responsible.²

¹ This includes the requirement that the successful bidder be both environmentally friendly and socially conscious.

² For additional detail regarding considerations taken into account by the School in determining a contractor’s responsibility, see the School’s [Vendor Purchasing Guidelines](#).

Time is of the essence for an Agreement hereunder. The Contractor shall be expected to provide a wide range of custodial services on a daily basis to the School, as detailed in this Bid Proposal, throughout the contract term including breaks in the School's academic calendar. The facilities to be serviced include 27 classroom spaces, 16 offices, six small group instructional spaces, student and staff restrooms, cafeteria, library, kitchen, and 4,000 square foot gym. The space is approximately 59,747 square feet located at 33 East Minor Street, Emmaus, Pennsylvania.

The school requires an add alternate for the 154 Minor Street property, which it currently occupies, and will need cleaning services for that building from July 1, 2022 as a monthly add alternate on the contract. This add alternate will not extend past December 30, 2022. The facilities to be serviced includes 18 classroom spaces, 13 offices, student and staff restrooms, and a 2,923 square foot multipurpose room. The space is approximately 28,000 square feet located at 154 East Minor Street, Emmaus, Pennsylvania.

The School requires custodial services for the entire facility. The Contractor must include with their bid proposal a price that includes the cost of all equipment, supplies and personnel necessary for the satisfactory implementation of custodial services. All bids must be in compliance with all applicable laws, and must suffice all of the needs and requirements of the School contained herein. In addition, the bid price should include any and all costs related to the provision of custodial services. All proposals must be addressed to:

Seven Generations Charter School
154 East Minor Street
Emmaus, PA 18049
Attn.: Liz Carballal, CEO
Tel: (610) 421-8844
Fax: 610-421-8849

Proposals must be received no later than 12:00 p.m. on May 11, 2022. The School will open all bids on **May 11, 2022 at 3:00 p.m.** Proposals will be accepted via hand delivery, first class mail or fax. Modifications, substitutions and amendments may be made to any bid after submittal. However, all modifications, substitutions or amendments must be made before the aforementioned proposal submission deadline. Any contractor submitting bids may withdraw its bid from consideration prior to the deadline date. **A walk thru meeting for all interested vendors is scheduled on May 4, 2022 from 2:30-4:00 at 33 East Minor Street, Emmaus, PA 18049.** For additional information, contact Liz Carballal, at the School.

The School anticipates making a formal award of a contract for the Custodial Services at a scheduled meeting of the Board of Trustees on June 21, 2022 at 6:30 p.m.

II. Scope of Services

A. CONTRACTOR RESPONSIBILITIES

1. The Contractor is to supply all labor and supervision necessary to complete the Contract under the specifications as detailed herein.
2. The Contractor shall maintain at its own expense liability insurance in an amount adequate to protect against any liability arising from the services to be provided under the Contract. The Contractor shall also carry at its own expense the statutorily required amounts of unemployment and workers' compensation insurance and any other insurance required by the Commonwealth of Pennsylvania. At the School's request, the Contractor will provide proof of the foregoing types and amounts of insurance in a manner satisfactory to the School.
3. The Contractor will provide documentation of all three completed Background Checks (FBI, Child Abuse, and Criminal Background Check) for all Contractor staff in accordance with the Public School Code of 1949, 24 P.S. § 1-111 to Seven Generations Charter School.
4. The Contractor shall be responsible for strict adherence to all federal, state and local laws and regulations including, but not limited to, OSHA, the Charter School Law, and all applicable codes of the Borough of Emmaus.
5. The Contractor shall provide the School with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times (pager/cellular phone numbers where applicable).
6. The Contractor shall submit a list of at least three (3) references, complete with name, contact individual, location, telephone number and type of facility. The Contractor must receive at least three (3) positive reference checks.
7. If any event results in the unscheduled closing of the School building, no payment(s) shall be made for that period of time when custodial services are not required or performed.
8. In addition, the Contractor shall maintain a complete and up-to-date list of all employees who are working at the School. The Contractor shall immediately inform the School of any personnel changes pertaining to those Contractor employees working at the Charter School.

9. At no time shall the Contractor's personnel:
 - ▶ Leave custodial products and/or equipment unattended
 - ▶ Leave lights on or doors open in unattended rooms or sections
 - ▶ Allow unauthorized persons into the School
 - ▶ Use any non-janitorial School equipment (e.g. TVs, sound systems, computer equipment)
10. The contracted work shall be performed daily after the regular school day has ended, to begin at approximately 3:45 PM Monday through Friday (or after students and staff have left the building).
11. The Contractor is responsible for the security of the building during the cleaning operation. The Contractor shall secure the building at the end of each shift and set the alarm (secure all doors and turn off all but designated lights and close all windows). If the Contractor fails to properly secure the building, the cost of the School's response, at the overtime rate, shall be deducted from the payments to the Contractor.
12. The Contractor will inform the School immediately of conditions, which will limit hours or decrease daily work crews, such as illness or injury. In addition, the Contractor shall notify the School in advance of any condition or situation, which will affect the performance of the work under the Contract.
13. The Contractor shall report, in writing, any damage that occurs in the course of its performance of the Contract.
14. The Contractor shall report, immediately any vandalism, evidence of attempts of forced entry, and all other damages to the building discovered or witnessed by Contractor's personnel when performing their custodial duties.
15. The Contractor shall possess not less than five (5) years' experience in the cleaning industry. The Contractor shall perform all services in a skillful, competent and workmanlike manner. Contractor warrants that all employees shall have sufficient skill and experience to perform the services assigned to them. Contractor further represents that it and its employees have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services under the Contract, and that such licenses and other approvals shall be maintained throughout the term of the Contract.

16. The Contract period will be for July 1, 2022 to commence on June 30, 2023 or such other date mutually agreed upon in writing.
17. Services will not be required on school holidays. Contractor will work out summer and winter break schedule with CEO prior to cleaning.
18. The School and the Contractor agree that the Contractor and any Sub-Contractors are neither employees nor agents of the School for any purposes.

B. PERFORMANCE SPECIFICATIONS

1. Seven Generations Charter School is requesting proposals for Custodial Services.

The following Custodial Services are to be provided:

1. ROUTINE DAILY SERVICES
 - A. Clean and sanitize water fountains, desks, and banisters;
 - B. Clean restrooms: use germicidal detergent to clean all toilets, inside and outside including seats;
 - C. Clean all mirrors, shelves under mirrors, and other shelves or brackets;
 - D. Clean all wash basins/sinks, and wipe dry;
 - E. Mop restroom floors daily;
 - F. Clean partitions, doors, and wall areas as needed;
 - G. Refill all toilet paper, paper towels, and refill soap dispensers;
 - H. Wipe clean all dispensers, walls, light switches, and trash receptacles as needed;
 - I. Report any vandalism immediately;
 - J. Dust mop daily
 - K. Wet mop or machine scrub floors according to cleaning schedule which will be a minimum of 1 time per week;
 - L. Wet mop ceramic tile daily;
 - M. Thoroughly vacuum all carpeted areas and walk off mats daily;
 - N. Empty trash containers: re-line as needed with properly sized bags and remove all trash and recycling to the designated dumpsters for disposal; wipe containers clean as necessary;
 - O. Daily shut off lights and lock doors;

- P. Clean entrance glass and internal window glass, remove fingerprints and smudges;
 - Q. Return chairs, furniture, and waste containers to proper places;
 - R. Spot clean carpets and furniture as needed;
 - S. Removal of all cobwebs and spider webs from ceilings and corners;
 - T. Weekly cleaning of exterior glass doors, sidelights, and windows;
 - U. Monthly dusting all molding, ledges, and windowsills, air registers regardless of height above floor, and light fixtures;
 - V. Bi-Annual Cleaning
 - ▶ Fully scrub all marmoleum floors during summer & winter recess.
 - ▶ Cleaning bleachers in the gymnasium during summer & winter recess.
 - ▶ Thoroughly scrub and/or shampoo all carpeting during summer & winter recess.
2. The Charter School will supply all of the items below. At no time should the Contractor substitute with their own products.
 - ▶ Cleaning equipment and chemicals
Hand Soap (installed by contractor at dispensers)
 - ▶ Paper Products (hand towels and toilet paper) (installed by contractor at dispensers)
 - ▶ Trashcan liners (installed by contractor at dispensers)
 3. The Contractor shall ensure that all hazardous chemicals are affixed with the proper labels in accordance with the Pennsylvania Worker and Community Right to Know Act.
 4. The Contractor shall have in place an on-going, effective and documented training program in accordance with Pennsylvania's Worker and Community Right to Know Act. The training shall include, but shall not be limited to, the following:
 - ▶ Provision of all Material Safety Data Sheets
 - ▶ Information on all hazardous chemicals used including the location, properties, chemical and common name, acute and chronic effects, symptoms arising from exposure, potential for flammability, explosivity and reactivity, appropriate emergency treatment, appropriate personal protective equipment and proper conditions for safe use, and emergency procedures for spills, leaks, fires or other accidents.

6. The Contractor will be responsible for strict adherence to all federal, state and municipal codes and regulations including, but not limited to, OSHA and Pennsylvania's Worker and Community Right to Know Act.
7. Contractor will submit the following for approval and implementation:
 - ▶ Work Plan that includes a detailed description of all cleaning and maintenance responsibilities, and schedules of tasks to be performed on a daily, weekly, monthly basis or as otherwise specified, to ensure that these tasks are uniformly and effectively completed in accordance with these specifications.
 - ▶ Work Schedule that includes proposed hours of operation and number of employees working during hours of operation. The Contractor shall communicate with the CEO or her designee to coordinate the Work Schedule and Work Plan so that it will not interfere with scheduled school activities.
 - ▶ Daily Log with record of arrival and departure time of Contractor staff. All staff is required to sign in before commencing work.
8. Contractor Supervisor will meet with the CEO or her designee once monthly for the purpose of a walk-through, inspection and evaluation of the general cleanliness of the facility and adherence to the specifications contained in the Contract.

C. SCOPE OF WORK

- ▶ The tasks outlined and the frequencies discussed are not meant in any way to limit the scope of the Contractor's work, but rather as a guide to express the School's expectations and establish minimum acceptable standards. It is not the intent of the School to limit, in any way, the responsibility of the Contractor to perform all tasks necessary to deliver a clean and safe building daily.

Nightly services to all areas, excluding restrooms, shall include, but is not limited to:

- ▶ All trash receptacles are to be emptied damp wipe inside of receptacles, new liners are to be installed, wipe exteriors as needed;
- ▶ No garbage should remain in waste receptacles overnight or over the weekend;
- ▶ Vacuum all carpeting, and entrance way mats;

- ▶ Clean and sanitize all drinking fountains;
- ▶ Dust mop hard surface floors with treated dust mop;
- ▶ Damp mop hard surface floors to remove spillage from soiled areas;
- ▶ Damp wipe entrance metal and remove fingerprints on entrance Interior and exterior glass doors with glass cleaner; and spot clean partition glass, and vending machines.
- ▶ Wipe down walls by disposal receptacles and serving line.

Nightly services to restrooms shall include, but is not limited to:

- ▶ Stock towels, tissues and hand soap dispensers;
- ▶ Empty sanitary napkin receptacles and wipe with disinfectant;
- ▶ Empty trash receptacles and wipe if needed;
- ▶ Clean and polish mirrors;
- ▶ Wipe all dispensers;
- ▶ Toilets to be cleaned and sanitized inside and outside, including polishing of chrome surfaces;
- ▶ Toilet area surfaces to be cleaned on both sides using a disinfectant;
- ▶ Scour and sanitize all basins;
- ▶ Dust partitions, tops of mirrors and frames;
- ▶ Remove splash marks from walls around basins; and any other touch point areas.
- ▶ Mop and rinse restroom floors with a disinfectant.

Weekly Cleaning shall include, but not be limited to:

- ▶ Dust all vertical surfaces of desks, file cabinets, chairs, tables and other furniture;
- ▶ Sweep, damp mop hard surface floors, including corner, edges and beneath furniture; and
- ▶ Thoroughly damp wipe all counters, desktops, door handles, and light switches.

Bi-Annual Cleaning shall include, but not be limited to:

- ▶ Fully scrub all marmoleum floors during summer & winter recess.
- ▶ Cleaning bleachers in the gymnasium during summer & winter recess.
- ▶ Thoroughly scrub and/or shampoo all carpeting during summer & winter recess.

III. Indemnification

The Contractor agrees to protect, defend and indemnify the School, its officers, agents, servants, volunteers, employees and students from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind nature, which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the School in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with Request for Proposal resulting in whole, or in part, from negligent acts or omissions of the Contractor, any Sub-Contractor, or any employee, agent or representative of the Contractor or any Sub-Contractor.

IV. Payment

Subject to earlier termination in accordance with the terms hereof, the term of this Agreement shall commence on **July 1, 2022** and shall terminate on **June 30, 2025**; provided, however, that the School shall have the right to exercise an option to extend this Agreement on the terms and conditions set forth herein for consecutive one (1) year terms by giving the Custodial Company written notice no less than thirty (30) days before the end of the then current term. No renewal option shall be valid unless approved in writing by the School's Board of Trustees.

V. Cancellation

(a) **Without cause**, the School may terminate this Agreement without cause upon not less than ninety (90) days prior written notice to Custodial Company.

(b) **With cause**, Either party shall have the right to terminate this Agreement upon (30) days prior written notice to the other party if such other party or any of its officers, employees, agents, consultants, or customers shall breach or violate any material provision of this Agreement and such breach is not cured within the (30) day notice period. For avoidance of doubt, it shall be considered a breach of this Agreement for any of Custodial Company's officers, employees, agents, consultants, contractors or sub-contractors to misrepresent its services, steal property from the School, engage in any activity which would constitute a criminal act while performing this Agreement, and fail to meet its insurance requirements, including Worker's Compensation Insurance.

Further, either party shall have the right to terminate this Agreement immediately upon written notice in the event of the other party (a) becoming or being declared bankrupt or insolvent, (b) becoming the subject of any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver, (c) making assignment for the benefit of all or substantially all of its creditors, or (d) failing to operate in the ordinary course of business.