



**Request for Proposal (RFP# 02-20) for Facilities, Janitorial,
Groundskeeping, Management Related Products and Services**

Presented To: **Region 14 Education Service Center**
 c/o National Cooperative Purchasing Alliance
 1850 TX - 351
 Abilene, TX 79601
 nca.bonfirehub.com
 June 16, 2020 at 2:00 PM CST

Presented By: **Southern Management Services**
 an HES Facilities Company
 Adam Miles, VP Business Development
 9202 S. Northshore Drive, Suite 202
 Knoxville, TN 37922
 615.768.0808
 AMiles@hesfacilities.com

June 16, 2020

Region 14 Education Service Center
c/o National Cooperative Purchasing Alliance
1850 TX - 351
Abilene, TX 79601



Regarding: Proposal for Region 14 ESC Facilities, Janitorial, Groundskeeping, Management Related Products & Services

Dear Evaluating Committee,

Thank you for considering Southern Management Services (SMS) an HES Facilities Company, for the provision of ESC Facilities, Janitorial, Groundskeeping, Management Services to the Region 14 Education Services Center (ESC). We understand and applaud the desire that Region 14 has for well maintained and properly managed facilities across their districts, and we are honored for the opportunity to compete for your partnership.

We believe we are the best fit for Region 14 due to our unmatched leadership and experience in education facilities management and operations for many similar sized districts across the country. By partnering with SMS, a dedicated local account manager will be in the district daily, with additional regional and senior management in the schools frequently to further support the operation. We understand education facilities and their specific needs and customize our program to your requirements. Region 14 ESC has our unwavering commitment to provide clean, safe, well maintained facilities across the school system. From community involvement to daily deep cleaning, you can always count on us to put Region 14 districts first. We will work collaboratively to address any challenges from the recent COVID-19 health concerns and will implement our pandemic and post-pandemic module training plans to assist with any lingering or future events.

SMS will ensure a well-managed, smooth transition, allowing the district to focus on other critical needs. By working closely with your administration, SMS will provide a best-in-class janitorial program; one that is unmatched by other providers. Our hope is that after reviewing our proposal, and speaking with our current clients, you will agree that SMS is indeed the company most qualified and capable of meeting and exceeding your expectations.

Should you have any questions or require additional information, please contact me directly.

Yours in Education,

A handwritten signature in blue ink, appearing to read 'Adam Miles'.

Adam Miles – Vice President Business Development

Proposed Pricing

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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

| | |
|-----------------------|---|
| Company name | HES Facilities, LLC d/b/a SMS |
| Address | 9202 S. Northshore Dr. STE 202 |
| City/State/Zip | Knoxville, TN 37922 |
| Telephone No. | 865-263-1905 |
| Fax No. | 865-337-5212 |
| Email address | CSpencer@hesfacilities.com |
| Printed name | Charlie Spencer |
| Position with company | CEO |
| Authorized signature |  |

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and HES Facilities, LLC d/b/a SMS (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 02-77, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Facilities, Janitorial, Groundskeeping, Management Related Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|-------------|----------|-------|-------------|-------------|
| | | | | |
| | | | | |
| | | | | |

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| <u>Annual Sales Through Contract</u> | <u>Administrative Fee</u> |
|--------------------------------------|---------------------------|
| 0 - \$30,000,000 | 2% |
| \$30,000,001 - \$50,000,000 | 1.5% |
| \$50,000,001+ | 1% |

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

| | | | |
|--|---|----------------|---|
| National Cooperative Purchasing Alliance: | | Vendor: | HES Facilities, LLC d/b/a SMS |
| Name: | Matthew Mackel | Name: | Charlie Spencer |
| Title: | Director, Business Development | Title: | CEO |
| Address: | PO Box 701273 Houston, TX 77270 | Address: | 9202 S. Northshore Dr. Suite 202 Knoxville, TN 37922 |
| Signature: |  | Signature: |  |
| Date: | July 1, 2020 | Date: | June 16, 2020 |

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** and **Women**

Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of **Knoxville**,
State of **TN**

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other:

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: **Andrea Rodriguez**

Title: **Accounting Administrator**

Company: **HES Facilities, LLC d/b/a SMS**

Address: **9202 S. Northshore Drive STE 202**

City: **Knoxville**

State: **TN**

Zip: **37922**

Phone: **865-263-1905**

Email: **AP@hesfacilites.com**

- Purchase Orders
 - Contact Person: Andrea Rodriguez
 - Title: Accounting Administrator
 - Company: HES Facilities, LLC d/b/a SMS
 - Address: 9202 S. Northshore Drive STE 202
 - City: Knoxville State: TN Zip: 37922
 - Phone: 865-263-1905 Email: AP@hesfacilities.com

- Sales and Marketing
 - Contact Person: Adam Miles
 - Title: VP of Business Development
 - Company: HES Facilities, LLC d/b/a SMS
 - Address: 9202 S. Northshore Drive STE 202
 - City: Knoxville State: TN Zip: 37922
 - Phone: 615-768-0808 Email: AMiles@hesfacilities.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

TAB 4 – Vendor Profile – Qualifications

Southern Management Services, (SMS), an HES Facilities LLC company, has received the Request for Proposal for Region 14 Education Services Center (Region 14 ESC) through the NCPA for Facilities, Janitorial, Groundskeeping, Management Related Products & Services. HES Facilities, LLC d/b/a SMS's corporate office is located at 9202 S. Northshore Drive, Suite 202, Knoxville, TN 37922. The Dun & Bradstreet number for SMS is 08-133-8879.

Unlike providers who are involved with many different products and service solutions, and within multiple market sectors, SMS only provides facilities management services, and we only do it for K-12 and higher education clients. We are not distracted by large corporate clients, and we fully understand the unique challenges of providing critical services to schools charged with the safety, education, and well-being of their students. We believe our list of satisfied education clients will be difficult to match for any other provider, and we have never lost a client due to performance. We believe our singular focus on education, passionate commitment to our partners, and willingness to not only meet, but exceed expectations, clearly sets us apart from other service providers. It is a great privilege to work with each education partner, focusing on one common goal - to provide a safe, clean, appealing learning environment for students and staff.

Upon notification of contract award with Region 14 ESC, SMS will utilize experienced management and start up teams to survey and inspect each building, while also establishing contact with principals and designated district staff. SMS will use this opportunity to compile a list of current Region 14 ESC endorsed employees in order to maintain the current custodial staff who have brought a positive work ethic and high level of experience to Region 14 ESC and now to the SMS team.

Please note, SMS's annual contract price is based on our understanding of the RFP requirements. If we missed important considerations, or if Region 14 ESC after the selection, or even during the selection process, chooses to make changes to project scope and, or scale, SMS is willing to negotiate price and other considerations based on those adjustments. When negotiations are completed, we want the result to be a better experience for your staff, and especially for your students. It is all about them.

TAB 4 – Vendor Profile – Qualifications

The SMS Difference

SMS is no stranger to the facility management industry. We are confident that our comprehension of education facility cleaning will meet and exceed Region 14 ESC's expectations. From daily school cleaning procedures and extracurricular event cleaning, to pandemic sickness outbreaks, SMS is prepared to meet and execute each required procedure and process for any, and all circumstances.

While the facility management services industry trends towards large corporations growing even larger through merger or acquisition, SMS remains true to the vision on which it was founded; be large enough to compete, but never lose touch with what matters most...the students and school systems who rely on us for daily service. SMS was established with the sole emphasis and goal to be the facilities management firm for education partners. We believe school facility cleaning is significantly more challenging and detailed than traditional commercial cleaning services, often offered by larger industry providers. With the single focus steered toward education facilities, SMS has experienced significant success and praise from existing education clients, whom we encourage you and your committee to contact. Please call any of our references and Hear the SMS difference for yourself.



TAB 4 – Vendor Profile – Company Background

Company History - About SMS

SMS, an HES Facilities, LLC company, is a privately held business, headquartered in Knoxville, Tennessee with additional offices in Nashville, Tennessee, and regional locations and partnerships across the Southeast. SMS was founded in 2007 and acquired in 2016 by industry leaders who have strong backgrounds in services management solutions and decades of experience providing custodial and facilities management services to educational facilities, ranging from Public Education’s K-12 school districts to higher education institutions. Most recently, SMS joined HES Facilities, LLC in 2020 to further strengthen its position in the facilities services sector in a quest to continue a long legacy of being a best-in-class provider of these services to education partners. Our experience within the education facility service industry has taught us that ultimately our success is dependent and driven by a culture of true partnership. That culture permeates the entire SMS organization and begins with our leadership, Buddy Helton as Chairman and Charlie Spencer as CEO and President. Communication, collaboration, and responsive staff are the keys to an effective, efficient custodial services management program.

The SMS management team has decades of combined leadership experience in the custodial and contract cleaning industry, with an emphasis on school facility management. Through our experience, we have the knowledge and capability to start up large and small school systems, while maintaining a structured operation. In addition, HES Facilities is an affiliated company with ESS, a substitute teaching staffing company. The same dedication to serve students, educators, and administrators, is the guiding principle of both companies. Both ESS and HES are sponsored by Nautic Partners, LLC who provide significant resources and support to both companies.

Our Philosophy


It is a great privilege to work with each education partner, focusing on one common goal - to provide a safe, clean, education-conducive learning environment for students, staff, and the community the district serves. We understand the most important aspect of a school system is ***its students***. We get it.



TAB 4 – Vendor Profile – Company Background

SMS is no stranger to the facility management industry. We are confident that our comprehension of education facility cleaning will meet and exceed Region 14 ESC's expectations. From daily school and extracurricular event cleaning procedures, to complex pandemic outbreaks, SMS is prepared to meet and exceed each required procedure and process for any, and all circumstances.

SMS remains true to the vision it was founded on; be large enough to provide ample resources to our partners, but always act local, with managers living in the school district community and corporate leadership engaged and active with district leadership, and visible in the school system. We never lose touch with what matters most; the students, staff, and school system who rely on us for critical daily service. What we do in partnership with a school district matters. Every day we ensure you have schools and classrooms that are ready for learning. Our mission is to provide a learning environment that not only looks inviting, but first and foremost, it is clean, and it is safe.



It has been the best relationship we have had with any custodial company. We are very fortunate to have SMS providing custodial services to our school district. I highly recommend SMS and trust they would do a great job for you, as they have for our school district

Mickey Hall, Wilson County

TAB 4 – Vendor Profile – Company Background

Who We Are.

Why is SMS successful when others fail?

We believe the best path to success is trust, communication, and transparency. By providing partners with a fully transparent program, venues for communication and collaboration, the program succeeds. What further sets SMS apart is the management structure and commitment to our employees and to our client. Each SMS leader has a vested interest in the company, therefore, a deep commitment to the success of each partnership. This is not just our job it is our career and it will be our legacy. We are very passionate about treating our clients like valued partners - because you are.

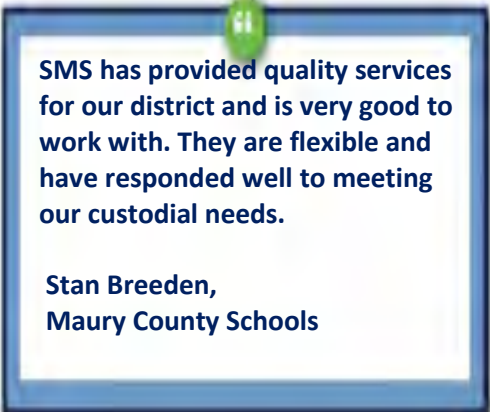
Where do you go for a better program?

School districts across the country are asking the same question. The contracted services industry, specifically as it pertains to K-12 facilities, has drastically changed in the last five years. The presence of multi-billion-dollar national contracting corporations who provide many ancillary services such as food, uniforms, and mats, in addition to custodial service, lose their focus on customers. Others, such as your incumbent, has the largest part of their business in commercial office cleaning, aviation, and multiple other verticals. SMS only serves education.

Why choose SMS over other providers?

SMS was established by a team of industry leaders who have proven, time tested experience. Our leadership team has created a company that is focused on our customers, delivering significant value to our education partners. **We will not race to the bottom with a low bid, lowest priced proposal that invests very little resources into your program and offers sub-par performance.** We provide a very fair price, a successful program, a great value and satisfied customers.

The Company is significantly investing in management in SY 2021 to ensure high operational excellence continues throughout the significant growth. The strength of its financial backing and successful growth pattern solidifies SMS as a financially stable, healthy, and capable company to provide service to your school system.



SMS has provided quality services for our district and is very good to work with. They are flexible and have responded well to meeting our custodial needs.

**Stan Breeden,
Maury County Schools**

TAB 4 – Vendor Profile – Company Background

How is SMS different?

We are different in many ways. Our core business model is to provide students and staff with a safe, clean, learning environment. We genuinely care about your school district and are counting on rave reviews of our services for other prospective partners to hear.

Custodial Experience

Ask Our Clients

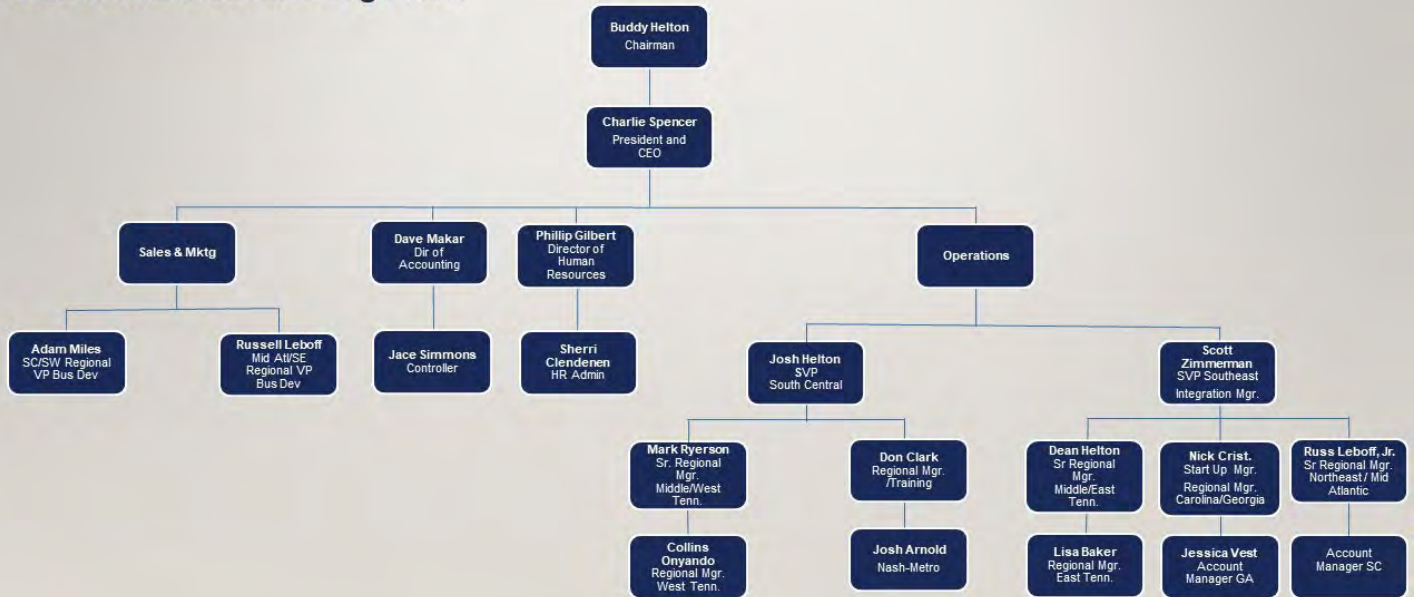
SMS has an unbending commitment to client satisfaction. Please speak with some of our K-12 clients who will explain the SMS difference since switching from their previous provider to SMS.

- Hardin County Schools, TN – Custodial Services
- Lauderdale County Schools, TN – Custodial Services
- Jackson-Madison County Schools, TN – Custodial Services
- Paulding County Schools, GA – Custodial Services
- Sevier County Schools, TN – Custodial Services
- Weakley County Schools, TN – Custodial Services
- Maury County Schools, TN – Custodial Services
- Loudon County Schools, TN – Custodial Services
- Cleveland City Schools, TN – Custodial Services
- Cheatham County Schools, TN - Custodial Services
- Dickson County Schools, TN - Custodial Services
- Wilson County Schools, TN - Custodial Services
- Williamson County Schools, TN - Custodial Services
- DeKalb County School District, TN - Custodial Services
- Newberry County Schools, SC – Custodial Services
- Metropolitan Nashville Public Schools, TN – Custodial Services



TAB 4 – Vendor Profile – Organization and Personnel Qualifications

HES FACILITIES/SMS Org Chart



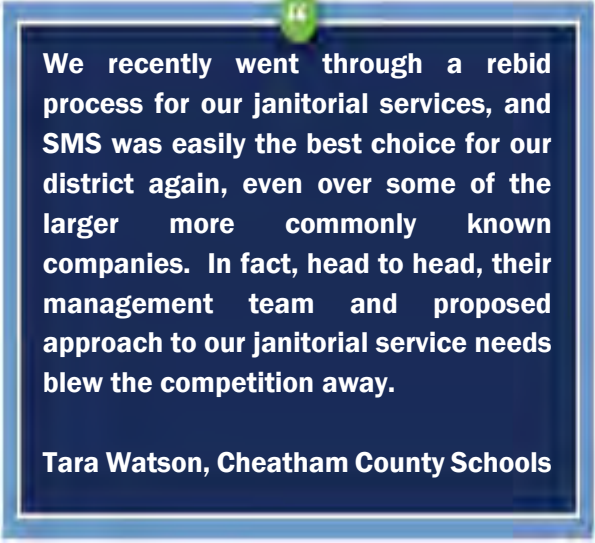
TAB 4 – Vendor Profile – Organization and Personnel Qualifications

Management Development

SMS is devoted to the development of management, internal growth, and partnership expansion opportunities. Our experience within the service industry has taught us that ultimately our success, and our partner's success, relies heavily on frequent, consistent communication between both entities. For this reason, we strive to hire the best professionals in the industry, ensuring clean and healthy environments for students, faculty, and staff.

The SMS leadership team and its trusted partners have decades of experience in the custodial and contract cleaning industry and we firmly believe that cleanliness aids in the achievements for students, recruiting of talented staff and retention of that staff within all educational facilities and learning environments.

The leadership within our organization is comprised of accomplished business executives with extraordinary experience in large-scale K-12 school system startups, daily operations, quality control, safety, training, recruitment, and customer relations. We are experts in our field, and value customer satisfaction as our highest priority. SMS personnel are remarkably familiar with all facets of custodial services within the educational facilities, and all our employees understand the importance and value of their positions within our organization.



We recently went through a rebid process for our janitorial services, and SMS was easily the best choice for our district again, even over some of the larger more commonly known companies. In fact, head to head, their management team and proposed approach to our janitorial service needs blew the competition away.

Tara Watson, Cheatham County Schools

Supervisor Qualifications

SMS is dedicated to hiring and training qualified Supervisors for each individual school. SMS will consider current staff endorsed by Region 14 ESC, hire outside candidates, or promote current staff members who show a strong work ethic, talent, ability, and willingness to lead others. We will train these Supervisors, Assistant Supervisors or Potential Supervisors with on the job and classroom training. SMS conducts follow-up evaluations on the job site. The purpose of this training is to help prepare Supervisors to perform their duties to serve and support Region 14 ESC in an effective, efficient, and professional manner. They are also encouraged to help develop, train, and motivate personnel that will enable us to promote from within the company. This program is designed to familiarize Supervisors with their job duties, to emphasize training, and to help them in dealing with personnel in a positive and professional manner. After attending classes, each Supervisor is trained on the job by the Manager. When all facets of the Supervisors job are being performed according to company standards, they are evaluated at the job site and Certified.

TAB 4 – Vendor Profile – Organization and Personnel Qualifications

MEET THE TEAM

HES Facilities was formed in 2020 by several very experienced, proven leaders in the education facility service industry. The idea had been previously discussed, but now, more than ever before, this team was reminded of the importance and critical need of having knowledgeable professionals who understand the K-12 and Higher Education market and the value it delivers for students, faculty and administrators, as well as the local community frequently visiting these campuses nationwide. A clean, aesthetically appealing, and safe environment is essential for learning. Our desire is to partner with education to create an environment conducive to safety and learning by providing property maintenance from curb appeal and a welcoming landscape, to building cleanliness and efficient, effective operations of the physical plant.

Our Purpose: To provide professional quality cleaning to educational facilities where training and supervision are paramount to success. *Clean, safe education facilities matter.*



Buddy Helton

Board Chairman – Mr. Helton brings over 35 years of business expertise to our clients. For twelve years, he led a national facilities services company with responsibility for K-12 schools and higher education operations across the United States. Buddy delivered excellent results to customers, resulting in high customer satisfaction and company growth. Buddy and the HES executive team continue to have a “pioneering” attitude. In addition to HES, Buddy is the Chairman and CEO for ESS which provides substitute teachers and paraprofessional support to school districts nationwide. Buddy graduated from the University of Tennessee with honors and holds a bachelor’s degree in Business Administration.



Charlie Spencer

President, CEO and HES Facilities founder – Mr. Spencer has over 35 years of management experience serving school districts and the higher education market. Prior leadership positions include 12 years of executive level management with a large national facilities services firm where he led various aspects of sales and operations. Charlie resides in Knoxville, Tennessee and is a 1986 graduate of the University of Tennessee with a bachelor’s degree in Economics.

TAB 4 – Vendor Profile – Organization and Personnel Qualifications



Josh Helton

Senior Vice President, South Central Region - Mr. Helton brings years of leadership and experience to our clients, as a second-generation facility management service provider. In 2016, Josh, along with a collaborative group of partners, established SMS Facilities, which grew exponentially over the course of 4 years. This success led to the acquisition by HES Facilities, LLC. Josh attended Trevecca Nazarene University where he earned a B.S. and was a standout student athlete on the basketball team.



Collins Onyando

Regional Manager - Mr. Onyando brings years of facility management, logistics coordination, and leadership experience to our clients. He has a well-established career in managing numerous school systems, including large urban systems as well as rural outlying systems. Mr. Onyando has also been involved in multiple large-scale startups, as well as daily operational management and quality control. Mr. Onyando attended Trevecca Nazarene University as a student athlete in Basketball, where he graduated with honors. During his time at TNU he was a NAIA All-American and holds numerous TNU records. Currently, Collins serves SMS as Regional Operations and Diversity Manager.



Jerrold McRae

Transition Manager - Mr. Jerrold McRae, Sr. has more than thirty-five years of administrative experience in development, implementation, and management of facilities and facility operations in the private and public sectors with direct responsibility for planning, coordinating, and directing all daily activities of custodial, janitorial, lawn care, beautification and grounds maintenance, and overseeing capital construction projects. He has more than 20 years of progressively responsible management experience in Higher Education in facilities and residence halls management that included responsibilities for providing a physical environment conducive of living, teaching, and learning. Additionally, Jerrold has extensive experience in athletics and as a professional athlete with the NFL.

TAB 4 – Vendor Profile – Organization and Personnel



Adam Miles

Vice President Business Development - Mr. Miles has more than 12 years of facilities management experience and has served in leadership roles within the operational and business development side of the industry. Adam was a managing partner of SMS Facilities and played an integral role in the success and rapid growth of the organization, which led to the recent acquisition by HES Facilities, LLC. Adam attended The University of Tennessee where he earned a B.A. and was also a student athlete.



Sherri Clendenen

Human Resources Director | Office Manager– Ms. Clendenen serves as the Human Resources Director for Southern Management Services. She has been with SMS for 3 years and has worked in the facility management services industry for over 15 years in human resources, marketing, and customer/client services. She assists the executive staff and clients in areas such as recruitment and employment, training and development, employee relations, workers compensation and benefits administration, and manages the SMS East office.



Tab 5 – Products and Services - Recruiting, Hiring and Documentation

SMS will utilize its Human Resource start-up support team to oversee the onboarding paperwork and documentation process, and these tasks will take place off school property so as not to disrupt or distract from the operation.

Appropriate levels of staffing will be controlled by the SMS management team. Habitual tardiness, and callouts are not tolerated. In the event of an unexpected outage, call-out, or planned time off, SMS uses a pool of existing floater employees, and willing on call employees who work within the school district to fill vacancies. On average, approximately 30% of SMS employees register to be an on-call employee. The applicant pool for new team members will be managed offsite from the operation, at the SMS Office, by a director of recruitment. This role will be to work daily on continued custodial candidate recruitment and vetting, including, but not limited to the oversight and management of: placement websites, school district websites, SMS website and social media, veteran placement programs, goodwill careers, and a number of other outlets. Additionally, walk-in candidates and word of mouth job openings are always welcomed to the SMS office.

SMS did a wonderful job planning prior to their official takeover date and began work as scheduled on their first official day. SMS understands the importance of relationships, not only with the school system that hires them, but also with the employees they hire.

Michael Davis, Hardin County Schools

- All applicants will be screened, hired, and orientated by onboarding specialists and management personnel.
- Each employee is eligible to participate in the SMS employee recommendation program. Current SMS employees who recommend successful candidates for hire, will be paid \$50 per employee and there is no cap. For every 5 successfully recommended employee, the recommending employee will receive one additional day of paid time off.
- All employees will sign a release for background checks to determine any previous criminal history. Thorough background checks will be run using Liberty Screening Services and Employee Screening Services.
- All employees understand and acknowledge they may be required to submit to a nightly or random security inspection, including but not limited to inspection of personal belongings.
- SMS will recruit from current employees, social media, recruitment centers, goodwill industries, veteran's services, references from customers, newspaper ads, magazine ads, and company reputation.
- SMS pays higher wage rates than the industry average to attract and retain quality personnel. This is proven by our minimal turnover rate of 10%.



HIRING EVENT

General Cleaners/Custodians Needed for
METRO NASHVILLE PUBLIC SCHOOLS

Friday, May 29th
9:00 AM — 11:30 AM & 1:00 PM — 3:00 PM

Glenciff High School Cafeteria
160 Antioch Pike, Nashville

Proper ID required to verify employment eligibility to work in the US.
(please refer to list of acceptable documents found at: [http://www.dhs.gov/e-verify](#))

Former contractor employees bring a copy of recent paycheck stub.

©2014 HES Facilities Company. All Rights Reserved. HES Facilities Company is an Equal Opportunity Employer. Minorities and women are encouraged to apply. For more information, please contact: [http://www.hesfacilities.com](#)

Sample Hiring Event Flyer

Tab 5 – Products and Services - Recruiting, Hiring and Documentation

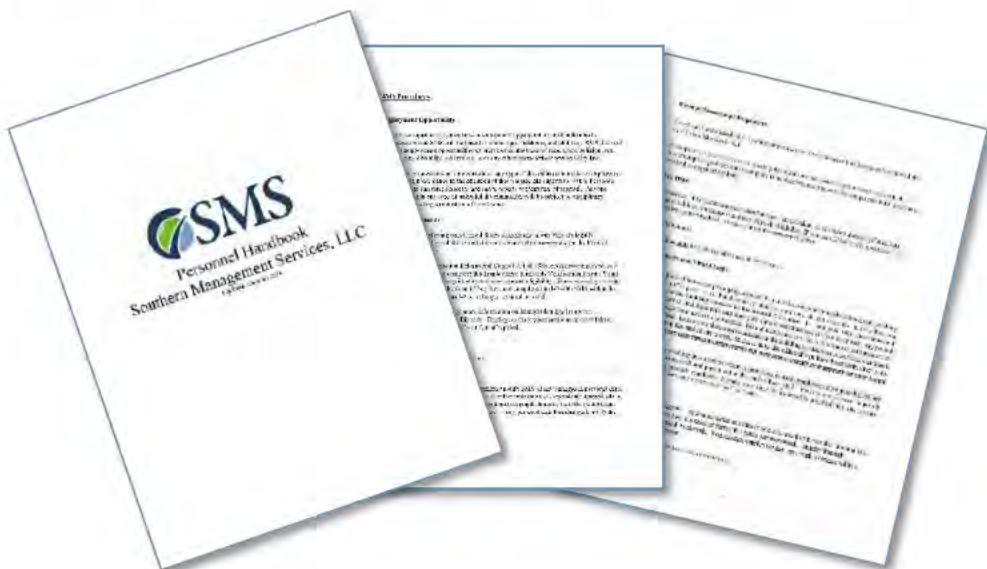
DRUG FREE WORKPLACE

SMS takes the problem of drug and alcohol abuse seriously and is committed to provide a substance free workplace. For this policy, the term “drug” includes alcoholic beverages and prescription drugs as well as illegal inhalants and illegal drugs. In order to maintain the Company’s high safety standards and to reduce accidents, **SMS** strictly prohibits the consumption, selling, possession, or purchase of any alcoholic beverage or controlled or illegal substance on the premises on the school district property, in a company vehicle, or while carrying out company business. The only exception is for legal drugs, which have been prescribed to the employee and are being used in the manner prescribed.

As a condition of employment, all Company employees must comply with this policy. Employees violating this policy including drinking alcoholic beverages or taking drugs during work hours or reporting to work under the influence of alcoholic beverages or drugs will be subject to disciplinary action up to and including termination. Any **SMS** employee who has been convicted under any criminal drug statute for a violation occurring in the workplace must report that conviction to the Company no later than 3 days after the conviction. Within 30 days after receiving notice of the conviction, the Company shall proceed with discipline. While we encourage any employee with a problem to contact their Manager to find out if assistance is offered through insurance, we are a zero-tolerance company.

EMPLOYEE HANDBOOK

All employee will receive the employee handbook upon employment. A complete employee handbook is available with this proposal upon request. This handbook was developed to describe the expectations of the employees and to outline the policies, programs and benefits available to eligible employees. Employees should familiarize themselves with the contents of the handbook as soon as possible, for it will answer many questions about employment with Southern Management Services.



Tab 5 – Products and Services - Recruiting, Hiring and Documentation

UNIFORMS AND IDENTIFICATION BADGES

SMS employees are a direct reflection of our company and their appearance contributes to the morale of all employees as well as the image to our customers. Appearance should always be clean and neat. Employees should always wear the company smock or shirt on the job site. Employees should wear slacks, neat blue jeans, or khaki pants. Shorts, tank tops, and T-shirts are not approved attire. (except for company T-shirts). For safety reasons, open toe shoes, and sandals are not permitted. Steel toe shoes may be required in some job locations. Identification badges must be worn at all times while on school premises.

SMS offers employees:

Optional health, vision and dental benefits to each team member who works the equivalent of 30 hours per week.

Eligible employees may participate in the following services offered by our banking partner as a business banking benefit.

- Healthcare Savings Account
- Free Checking
- Wealth Management
- Investment Services
- Credit Services
- Mortgage Services



TAB 5 – Products and Services – Recruiting, Hiring and Documentation

STAFFING SUMMARY

The SMS proposed staffing plan is designed to provide a turnkey custodial service to each facility from the time the SMS shift begins until each facility is locked and secured for the evening. SMS will work collaboratively alongside Region 14 ESC personnel to provide gap free coverage between the day and night shift personnel. SMS has a thorough understanding of daily school facility uses, as well as extracurricular and community events which often take place within the facilities after school is dismissed for the day.

In the proposed staffing matrix provided, you will see the designated custodial positions within our operation. Our goal is to identify current and future employees who are the best fit for each position. Cross-training of these specific duties will be part of the monthly training practices, so that the entire SMS Team is familiar with all aspects of the custodial operation. This will serve dual purposes: 1.) in the event of a job transfer or fill in, the team member will understand the duties required and 2.) because employee safety in the workplace is of utmost importance, proper product understanding and equipment training is critical and will promote an environment of workplace safety.

SMS is committed to promoting a working atmosphere which is safe, challenging, exciting, and rewarding for each employee. Therefore, each employee will be paid based on merit as opposed to tenure. If an employee continues to meet or exceed his or her job duties, they will be fast tracked for upward mobility within the company.

As with all SMS partnerships, the proposed staffing can be modified at the request of the principal or designee to best meet the needs of the facility and the students, staff, and community members who utilize it, but the current proposed program includes uninterrupted and continuous facility supervision and cleaning activities from day personnel to the nightly closure of each respective building. SMS understand the unique nature of school facility cleaning. For this reason, the account managers and regional manager will be available and on call 24/7/365 to react, respond, and facilitate necessary cleaning, emergency responses, and community event coverages. Together with the support of the Regional Manager, Operations Director and Corporate Team, the dedicated SMS Account Managers will serve as the direct point of contact for each building administrator, district leadership, and the custodial team.

SMS will offer employment to any existing custodian recommended by Region 14 ESC school administrators, contingent upon satisfactory pre-employment criminal background results and final approval by Region 14 ESC officials. Additionally, preference will be given to any current Region 14 ESC employee who desires a position with SMS, provided, a satisfactory recommendation is provided by school administration.

TAB 5 – Products and Services – Recruiting, Hiring and Documentation

ABSENTEEISM

SMS understands that employees will sometimes have to miss work for various reasons. Excessive absences, falsification of the reason for any absence, absences which form unacceptable patterns, or unauthorized time away during working hours will result in disciplinary action up to and including termination.

Employees will be required to call their supervisor two (2) hours prior to their shift if they will be absent or late for work. Leaving a message with another employee will not be accepted. Failure to call in or report to work for three consecutive days will be considered voluntary resignation from the position.

SMS always overstaffs its roster with **floating custodial employees** who are available to serve as a relief staff of employees who are available on an as needed basis to cover for absenteeism. As positions become vacant, these floating custodians are inserted on a permanent basis and additional floaters are onboarded for future coverages and vacancies. With the current job market at a record high level, SMS recognizes the importance of employee recruitment and retention. SMS has an in-house recruiting coordinator and onboarding specialist who constantly sources viable candidates for the custodial operations and distributes these candidates to the respective Account Manager. This task relieves the Account Manager of this time consuming duty and enables them to dedicate their time to the operational duties within the school facilities.

In respect to the staffing by facility, SMS has followed the information provided in the RFP, and has proposed a level of staffing which meets the required staffing levels, with the addition of **daily floating employees, who will be used to fill any gaps due to sickness, family matters, termination, resignation, etc.**



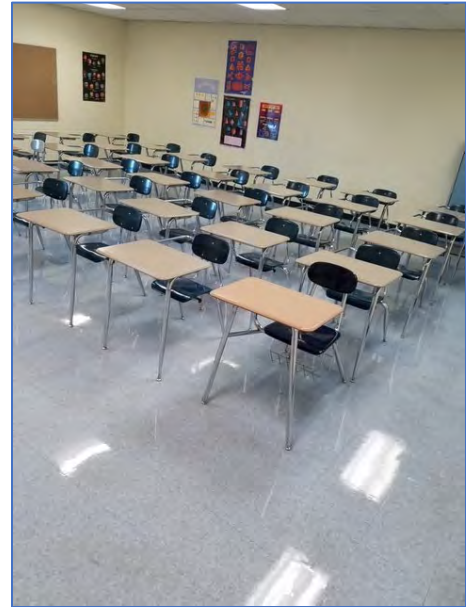
TAB 5 – Products and Services - Standard Cleaning Procedures

An example of the traditional SMS scope of work is provided for review. As you will see, many of the tasks routinely performed, currently meet, or even exceed those of the district's scope of work. Any tasks which are specific to the operation in the RFP will be implemented into the monthly training program for janitorial services employees, and these duties will be performed to the specification of the contract. As a note, these cleaning tasks will serve as a minimum cleaning service model. As your partner, we understand that school facilities require a tremendous level of supervision and attention. Our goal as your janitorial partner is to provide a level of service which exceeds expectations.

CLASSROOM

Supplies and Equipment:

- Trash barrel and trash liners
- Straw broom and dustpan
- 2.5gallon bucket
- Mop and mop bucket (to be used in this space only)
- Putty knife
- Cloth
- 24" pretreated dust mop
- Vacuum cleaner
- High duster and mitt
- Goggles, gloves, and dust mask
- Labeled spray bottle, disinfectant, and all-purpose cleaner
- Wet floor sign



Cleaning Procedures:

- Initial Inspection – Visually check area for open windows, broken furniture, spills, objects on the floor (books, gum, etc.), marks on wall and floor.
- Empty Pencil Sharpener – Place trashcan under pencil sharpener, remove cover from pencil sharpener, and pour contents into trash can.
- Remove Chalkboard Dust – Place trash can at the end of the chalkboard tray and use a damp cloth to wipe chalk dust from the tray into a trash can.
- High Dust – Use high duster with pretreated mitt (24hour treatment prior to use) to dust vents, tops of chalkboards, all wall-mounted objects, light fixtures, tops of window shades, as well as other above shoulder level objects. All dusting should begin at the room entrance and continue around the room until returning to the entrance area.
- Low Dust – Use clean cloth or low duster (24hour treatment prior to use) to dust computers, teacher workstations, bookshelves, and other furniture. All dusting should begin at the room entrance and continue around the room until returning to the entrance.

TAB 5 – Products and Services - Standard Cleaning

- Clean and Disinfect Furniture – Pour approved cleaning solution into a 2.5-gallon bucket with a clean cloth. Wring cloth and damp wipe desktops, teacher workstations, and tables. After wiping, spray furniture with approved disinfectant and allow to air dry.
- Dust Mop Floor – Sweep floor using a 24” pretreated dust mop. Sweeping should begin at the back, left corner, and end at the front right corner of the room.
- Vacuum Carpet – Run vacuum over district approved carpets and rugs.
- Empty Trash Cans – Empty trash can irrespective of level of fullness, replace liner only if wet, torn or soiled with food.
- Final Inspection Visually check all areas for appropriate level of cleanliness, safety, turn off lights and lock door.

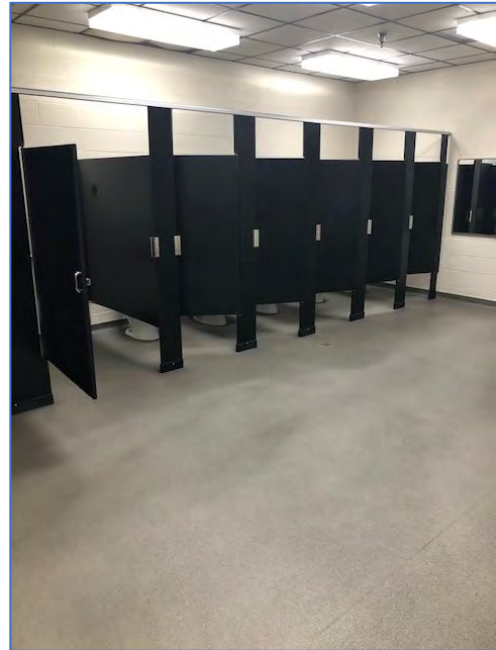


TAB 5 – Products and Services - Standard Cleaning

RESTROOM

Supplies and Equipment:

- Trash barrel and trash liners
- Straw broom and dustpan
- 2.5gallon bucket
- Bowl mop bucket
- Dedicated mop and mop bucket
- Solution
- Putty knife
- Cloth
- High duster and mitt
- Goggles, gloves, and dust mask
- Labeled spray bottle, disinfectant, and all-purpose cleaner
- Hand soap, toilet paper and paper towels
- Glass cleaner and approved cleanser
- Scrub pad and graffiti remover
- Wet floor sign
- Bowl mop and container



Cleaning Procedures:

- Initial Inspection – Visually check area for inoperable fixtures (sinks, toilets, urinals, etc.), floor drains, open windows, marks (graffiti), and spills.
- High Dust – Use high duster with pretreated mitt (24hour treatment prior to use) to dust vents, tops of partitions, all wall mounted objects, light fixtures, and all other above shoulder level objects.
- Clean Mirrors – Spray mirror with glass cleaner and wipe dry with a paper towel.
- Clean Countertops Dampen cloth with designated cleaner and wipe countertop.
- Clean Sinks Assemble red bucket, designated cleaner, and a clean cloth. Dampen cloth with designated cleaner and wipe surfaces (enamel and stainless steel), including that which is underneath the sink (drainpipes). Lastly, spray sink with disinfect and allow to air dry.
- Sweep Floor – Use a straw broom to sweep inside the partitions and other floor areas.
- Empty Trash Empty trash can irrespective of level of fullness. Replace liner only if it is wet, torn, or soiled with food.
- Clean Toilets Assemble bowl mop, bowl mop bucket, or container, bowl cleanser, clean cloth, and disinfectant. Flush toilets. Use saturated bowl mop to force water over the trap and out of the bowl. Saturate bowl mop with bowl cleanser. Use bowl mop to clean toilet seat, flush valve, under the toilet

TAB 5 – Products and Services - Standard Cleaning

rim and inside of toilet bowl in a circular motion. Rinse outside of toilet bowl to ensure removal of excess cleanser.

- Use cloth to dry toilet seat and flush valve. Spray toilet seat and flush valve with approved disinfectant and allow to air dry.
- Clean Urinals Assemble supplies to include bowl mop, bowl mop bucket or container, bowl cleanser, clean cloth, and disinfectant. Flush urinals. Use saturated bowl mop to clean inside and outside of urinals, as well as flush valves. Flush urinals again as a means of rinsing to remove excess cleanser. Use cloth to dry flush valve. Spray urinal and flush valve with approved disinfectant and allow to air dry.
- Clean Walls and Partitions – Assemble cloth, 2.5-gallon bucket and all-purpose cleanser. Pour cleanser into 2.5-gallon bucket and fill with water. Dampen cloth into mop bucket with approved cleanser content and wipe partitions starting from top to bottom, behind toilets and around urinals. Restock Supplies – Refill soap dispenser, paper towels, and toilet paper as needed.
- Mop Floor – Place wet floor sign at entrance area. Flush floor drains with clean water. Mop floor from furthest corner and continue until reaching the entrance area. Allow floor to air dry.
- Final Inspection – Verify that all areas have been properly cleaned and sanitized. Turn off lights.



TAB 5 – Products and Services - Standard Cleaning

CAFETERIA

Supplies and Equipment:

- Dedicated mop and mop bucket
- Straw broom and dustpan
- Putty knife
- 24”and 48” pretreated dust mops
- Trash barrel
- Cloth
- All-purpose cleaner, approved disinfectant, stainless steel cleaner
- Wet floor sign

Cleaning Procedures:

- Initial Inspection – Check for marks, spills, and other safety hazards.
- Raise Tables/Stack Chairs – Hold lever and lift bench tables until fully raised. Non-bench tables (round) cannot be raised; therefore, all chairs should be stacked.
- Clean Walls – Food objects should be scraped with a putty knife and spray all-purpose cleaner to remove remaining residue.
- Clean Water Fountains – Check fountain to ensure complete dryness. Pour stainless steel cleaner onto cloth and wipe entire fixture. Spray fixture with disinfectant and allow to air dry.
- Dust Mop Floor – Use 24” (under tables and around permanently mounted objects) and minimum 48” dust mops (open floor spaces) to sweep entire floor. All debris should be picked up using a straw broom and dustpan.



TAB 5 – Products and Services - Standard Cleaning

HALLWAY

Supplies and Equipment:

- Dedicated mop and mop bucket
- Trash barrel and trash liners
- 48” or 60” pretreated dust mop
- High duster with pretreated mitt
- Straw broom and dustpan
- Putty knife
- Cloth
- Graffiti remover with scrub pad
- Disinfectant, stainless steel cleaner and labeled spray bottle with glass cleaner content
- Wet floor sign



Cleaning Procedures:

- Initial Inspection – Visually inspect floor for spills, lockers for marks, ceiling tiles, light fixtures, walls for marks, open windows, door ledges, and broken fixtures (water fountains and sinks), and all wall mounted objects.
- High Dust – Dust tops of lockers, clocks, vents, windows, light fixtures, pictures, bulletin boards, and all other objects above shoulder level.
- Low Dust – Dust front of lockers, fire extinguishers, and all other objects below shoulder level.
- Dust Mop Floor – Apply dust mop treatment to the floor. Use 48” or 60” pretreated dust mop to sweep floor from one end to the other until all areas are covered. Sweep up debris with a straw broom and dustpan, and empty into a trash barrel.
- Empty Trash – Empty hallway trash can into trash barrel. Replace liner only if wet, torn, or soiled with food. Disinfect and wipe exterior area of trash can with approved disinfectant.
- Clean Glass – Use labeled spray bottle with glass cleaner content and spray all glass surfaces. Wipe glass clean with a paper towel or squeegee. Inspect glass for adequate removal of residue.
- Clean Water Fountains – Inspect fountain for complete dryness. Pour approved stainless-steel cleanser onto cloth and wipe entire fixture. Spray fountain with approved disinfectant and allow to air dry.
- Mop Floor. Place wet floor sign in a visible location. Mop floor (24oz. mop head preferred) in a S-pattern from one end of the floor to the other. Allow floor to dry.
- Final Inspection - Inspect floor, windows, fixtures, vents, and all wall mounted objects for appropriate cleanliness and safety.

TAB 5 – Products and Services - Standard Cleaning

STAIRWELL

Supplies and Equipment:

- Dedicated mop and mop bucket
- Trash barrel and trash liners
- 24” pretreated dust mop or straw broom and dustpan
- High duster with pretreated mitt
- Putty knife
- Cloth
- Graffiti remover with scrub pad
- Disinfectant and labeled spray bottle with glass cleaner content
- Wet floor sign

Cleaning Procedures:

- Initial Inspection – Check for marks, spills, and other safety hazards.
- High Dust – Dust ledges, window seals, vents, light fixtures, and all other above shoulder level wall mounted objects.
- Sweep Landings and Steps – Sweep steps and landings using either a 24” dust mop or straw broom (depending on floor surface).
- Clean Handrails – Spray rails with approved cleaner and wipe with a cloth. Spray rails with disinfectant and allow to air dry.
- Mop Landings and Steps – Place wet floor sign in a visible location. Mop steps and landing areas in a top to bottom sequence. Allow floor to air dry.
- Clean Door Hardware – Wipe and/or remove marks from doors with an approved cleaner and damp cloth. Spray hardware and door handles and allow to air dry.
- Final Inspection – Visually check floor and step treads for cleanliness.

TAB 5 – Products and Services - Standard Cleaning

LIBRARY

Supplies and Equipment:

- Pretreated high and low dusters
- 24” dust mop
- Vacuum cleaner
- Cloth and approved disinfectant
- Straw broom and dustpan
- Trash barrel and trash liners
- Putty knife
- Approved cleanser
- Mop and mop bucket
- Glass cleaner
- Wet floor sign

Cleaning Procedures:

- Initial Inspection – Visually check area for open windows, carpet stains, broken furniture, spills, objects on the floor (books, gum, etc.), marks on wall and floor.
- High Dust – Dust vents, tops of chalkboards, tops of window shades, light fixtures, wall mounted objects, and other above shoulder level objects.
- Low Dust – Dust bookshelves, computers, teacher workstations, HVAC units, and other objects below shoulder level.
- Empty Trash – Empty trash irrespective regardless of level of fullness. Replace liner only if it is torn, wet, or soiled with food.
- Dust Mop/Vacuum Floor – Sweep hard surface floor areas using a 24” dust mop head and vacuum all district approved carpeted areas.
- Clean and Disinfect Furniture – Assemble 2.5-gallon bucket, approved cleanser, and a clean cloth. Wring cloth and wipe desktops, teacher workstations, and tables. Spray furniture with approved disinfectant and allow to air dry.
- Mop Floor Place wet floor sign at location of area to be mopped. Mop floor using an approved cleaner. Allow floor to air dry.
- Final Inspection Visually check all areas for appropriate level of cleanliness, safety, turn off lights, and lock door.

TAB 5 – Products and Services - Standard Cleaning

AUDITORIUM:

Supplies and Equipment:

- Trash barrel and trash liners
- Broom and dustpan
- Mop, mop bucket and approved cleaner
- Putty knife
- Cloth
- 48” pretreated dust mop
- Vacuum cleaner, backpack vacuum and blower
- Goggles, gloves, and dust mask
- Labeled spray bottle, disinfectant, all-purpose cleaner, and graffiti remover

Cleaning Procedures:

- Initial Inspection – Visually inspect carpet, seats, aisles, walls, stage, dressing room, restrooms, and curtains.
- Raise Seats – Turn all seats in an upward position.
- Blow Debris – Blow debris from top of auditorium to front entrance using an approved blowing device.
- Sweep Floor – Sweep using a straw broom, pick up with a dustpan, and empty into a trash barrel.
- Dust Mop Stage Floor – Use a 48” pretreated dust mop to sweep floor (spot mop as needed).
- Final Inspection – Check seats, floor, carpet, curtains, dressing rooms, and restrooms for cleanliness, and turn off lights.



TAB 5 – Products and Services - Standard Cleaning

GYMNASIUM

Supplies and Equipment:

- Trash barrel and trash liners
- Straw broom and dustpan
- Dedicated mop, mop bucket and approved cleaner
- Putty knife
- Cloth
- High duster and mitt
- 24” and 60” pretreated dust mop
- Goggles and gloves
- Scrub pad with graffiti remover
- Wet floor sign

Cleaning Procedures:

- Initial Inspection – Visually check for spills and marks, windows, and bleachers.
- Sweep Bleachers – Use 24” pretreated dust mop to sweep seats and steps.
- Sweep Underneath Bleachers – Sweep floor area located directly underneath bleachers.
- Dust Mop Gym Floor – Use 60” pretreated dust mop to sweep entire floor in a vertical (north-south) direction. Spot mop as needed (place wet floor sign in visible area).
- Empty Trash – Empty trash regardless of level of fullness; replace liner only if torn, wet, or soiled by food.
- Spot Mop Gym Floor – Mop floor in specific areas as needed (spills, spots, or sticky objects).
- Final Inspection – Check floor and bleachers for cleanliness, turn off lights, and lock doors.



TAB 5 – Products and Services - Standard Cleaning

DRESSING/ LOCKER ROOM

Supplies and Equipment:

- Straw broom and dustpan
- Trash barrel and trash liners
- High duster and low duster
- Mop, mop bucket and approved cleaner
- Disinfectant
- Putty knife
- 24” or 48” pretreated dust mop
- Cloth
- Graffiti remover
- Wet floor sign

Cleaning Procedures:

- Initial Inspection– Visually check for spills and marks on floor, walls, and lockers. Inspect lights, and other safety matters.
- High Dust – Dust tops of lockers, tops of partitions, light fixtures, and vents.
- Clean Lockers – Remove all objects from inside of lockers.
- Sweep Floor – Depending on surface, use either a 24” or 48” pretreated dust mop, or straw broom, to sweep entire hard surface area.
- Clean Water Fountain – See water fountain cleaning process.
- Empty Trash – Empty trash regardless of level of fullness and replace liner only if torn, wet, or soiled with food.
- Mop Floor – Place wet floor sign in visible area and mop entire area with approved solution and allow to air dry.
- Final Inspection – Check floor, lockers, lights, other safety matters, turn off lights and lock doors if present.

TAB 5 – Products and Services - Standard Cleaning

OFFICE

Supplies and Equipment:

- Trash barrel and trash liners
- Straw broom and dustpan
- 2.5-gallon bucket
- Mop and mop bucket
- Putty knife
- Cloth
- 24” dust mop
- Vacuum cleaner
- High duster and mitt
- Goggles, gloves, and dust mask
- Labeled spray bottle, disinfectant, and all-purpose cleaner
- Wet floor sign

Cleaning Procedures:

- Initial Inspection – Check area for spills, spills, carpet stains, windows, and other safety hazards.
- Empty Trash – Empty trash into barrel regardless of level of fullness. Replace liner if torn, wet, or soiled with food.
- High Dust –Dust light fixtures, clocks, blinds, and other above shoulder level objects.
- Low Dust – Dust computers, desks, tables, bookshelves, cabinets, copiers, countertops, window ledges, and other below shoulder level objects.
- Clean and Disinfect Furniture – Spray clean cloth with an approved disinfectant, wipe furniture (countertops, desks, and telephones) and allow to air dry.
- Dust Mop and/or Vacuum Floor – Use 24” dust mop to sweep hard surface areas, and a vacuum cleaner to sweep district approved carpeted areas.
- Mop Floor – Place wet floor sign in appropriate area of visibility. Use approved solution to mop hard surface floor area with a 24oz. mop head and allow to air dry.
- Final Inspection – Inspect furniture, floor, and carpet for cleanliness, turn off lights, check windows, and lock doors.

TAB 5 – Products and Services - Standard Cleaning

BASIC CARPET CARE (DAMP MOP)

Supplies and Equipment:

- General purpose spot cleaner
- Clean white cloth
- Properly labeled spray bottle
- Soft brush or sponge
- Aerosol chewing gum remover
- Bristled brush
- Vacuum cleaner
- 2.5-gallon bucket
- Personal protective equipment (goggles, gloves, and overshoes)

Cleaning Procedures:

- Initial Inspection – Check carpet for stains, spills, and gum.
- Vacuum Carpet – Run vacuum cleaner over entire carpeted area to remove dirt and/or dust.
- Chewing Gum Removal – Spray aerosol chewing gum remover on gum to freeze it; use a putty knife to shatter gum; and pick up pieces for disposal.
- Pretreat Carpet Stains – Spray stained area with a spot remover and allow penetrating the carpet fibers for a minimum of 30 seconds.
- Remove Stain – Blot the treated area with a damp clean cloth, sponge or bristled brush (only use sponge or bristled brush for the most serious or aggressive stains) as a means for removing or loosening stain and repeat steps until spot fades or vanishes (some spots may require additional treatment before satisfactorily removed).
- Final Inspection – Check carpet for appropriate level of cleanliness.

TAB 5 – Products and Services - Standard Cleaning

FLOOR FINISH APPLICATION

Supplies and Equipment:

- Dedicated mop and mop bucket with wringer
- Wet floor sign
- Floor finish
- Trash liners
- Clean cloth

Cleaning Procedures:

- Initial Inspection – Check floor for complete removal of stripper, wax, overall cleanliness, and place wet floor signs.
- Clean Mop – Soak mop in an approved cleaning solution with hot water for 1015 minutes to ensure mop is cleaned and all loose strings are removed.
- Prepare Finish – Place trash liner into mop bucket; estimate amount of floor finish, required for one thin coat, and pour this amount into clean mop bucket.
- Pretreat Mop – Place mop into finish and allow soaking for 35 minutes; wring out mop just enough to keep mop from dripping (mop should be slightly damp).
- Apply Floor Finish – Begin applying finish in the farthest corner from the door all the way to the baseboard in sections of approximately 68 feet deep with two parallel lines, and mop between these lines using a figure eight stroke (keep turning mop over for more even distribution of floor finish).
- Drying Floor – Typically, the amount of time to allow floor finish to air dry is approximately one hour; however, due to varying conditions, additional time may be required.
- Reapply Floor Finish – Apply second coat of finish at least one hour after the first coat was applied by working in the opposite direction (referred to as the interlocking method).
- Drying Floor – More than two coats of finish may be required; nevertheless, allow the last coat of floor finish applied to dry overnight.
- Final Inspection – Check floor for proper max coverage, mop streaks and debris.

TAB 5 – Products and Services - Standard Cleaning

FLOOR FINISH REMOVAL

Supplies and Equipment:

- 20" low speed rotary machine with approved stripping pad
- Approved scrubbing pad and holder
- Dust mop
- Wet floor signs
- Trash barrel
- Straw broom and dustpan
- Baseboard stripper
- Putty knife
- Three mop buckets with wringer and three mops
- Wet dry vacuum
- Approved stripper
- Personal protective equipment (goggles, gloves, and overshoes)

Cleaning Procedures:

- Initial Inspection – Use putty knife to scrape up gum deposits stuck to the floor.
- Remove Furniture – Move furniture entire from area to be stripped.
- Dust Mop Floor – Use appropriate size dust mop to sweep floor of all dirt, dust, and debris.
- Clean Baseboards – Spray approved baseboard cleaner on baseboards at least three inches from the wall and allow to sit for 23 minutes; use scrubbing pad to scrub baseboards, corners, and along walls; wet mop baseboards and corners to remove all residue.
- Apply Stripping Solution – Apply approved stripping solution to an area approximately 100 sq. ft. and allow dwelling for 1015 minutes
- Strip Floor – Start stripping at the door entrance and towards the corners (in a clockwise motion) using a 20" low speed rotary machine with approved stripping pad to remove all floor finish and avoid getting solution on walls and baseboards.
- Remove Stripping Solution – Use a wet and dry vacuum to pick up dirty stripping solution; use mop and clean water (cold temperature preferred) to rinse floor 3 times in succession.
- Mop Floor – Mop floor area where stripping solution has been applied, rinse a total of three (3) times in succession, and allow to air dry.
- Final Inspection – Check baseboards, corners, and walls for no visibility of stripping solution and floor area for proper removal.

TAB 5 – Products and Services - Standard Cleaning

CARPET EXTRACTION

Supplies and Equipment:

- Clean white cloth
- Vacuum cleaner
- Extractor
- Wet floor sign
- Approved extraction solution
- Airless sprayer
- 20" low speed rotary machine
- Personal protective equipment (goggles, gloves, and overshoes)

Cleaning Procedures:

- Initial Inspection – Check carpet for stains, spills, or gum
- Remove Furniture – furniture out of room into the hallway or other safe area if possible; if not, then move to other side of room and place plastic film underneath to prevent staining.
- Vacuum Carpet – Run vacuum cleaner over entire carpeted area to remove dirt and/or dust.
- Pretreat Carpet Stains – Use airless sprayer to spray high traffic areas with an approved extraction solution and allow to penetrate carpet for a minimum of 5 minutes.
- Remove Soil Deposits – Use a 20inch low speed rotary machine attached with a carpet brush to release soil trapped in carpet.
- Extract Carpet – Fill extractor with hot water, release water into carpet, and then extract moisture from carpet using at least 3 dry passes for each wet pass.
- Dry Carpet– Use blower or fans to ensure proper airflow to dry carpet; otherwise, allow to air dry.
- Final Inspection – Check carpet to ensure complete dryness.
- Reset Furniture – Return furniture to original location.

TAB 5 – Products and Services - Standard Cleaning

BONNET CARPET CARE

Supplies and Equipment:

- 20" low speed rotary machine
- Carpet bonnet
- Wet floor sign
- Vacuum cleaner
- 2.5-gallon bucket
- Approved cleaning solution
- Two mop buckets with wringer
- Personal protective equipment (goggles, gloves, and overshoes)

Cleaning Procedures:

- Initial Inspection – Check carpet for stains, spills, or gum
- Remove Furniture – Move furniture out of room into the hallway or other safe area if possible; if not, then move to other side of room and place plastic film underneath to prevent staining.
- Vacuum Carpet – Run vacuum cleaner over entire carpeted area to remove dirt and/or dust.
- Pretreat Carpet Stains – Spray stained area with an approved soil lifting solution and allow penetrating the carpet fibers for no more than 56 minutes and place wet floor signs.
- Mix Cleaning Solution – Mix approved carpet cleaning solution in both a mop bucket with wringer and a 2.5-gallon bucket.
- Moisten Bonnet – Moisten in clean water (hot preferred), wring out, and submerge into cleaning solution located in mop bucket, and gently wring out again.
- Install Bonnet – Place pretreated pad onto the bottom of the 20" low speed rotary machine.
- Fill Solution Tank – Fill solution tank on the 20" low speed rotary machine with premixed carpet cleaning solution and then open supply valve.
- Shampoo Carpet – Begin shampooing in a side to side motion while dispensing solution; flip bonnet every 100sqft. Of space cleaned; rinse bonnet in clean water once both sides become soiled and wring out; reapply carpet cleaning solution to bonnet, wring out again, and continue cleaning until all carpeted areas are covered.
- Dry Carpet - Use blower to dry carpet or otherwise allow carpet to air dry.
- Final Inspection - Check carpet to ensure complete dryness.
- Reset Furniture – Return furniture back to original location.

TAB 5 – Products and Services - Standard Cleaning

SHOWER SCRUBBING

Supplies and Equipment:

- 20" low speed rotary machine with approved pad
- Approved scrubbing pad and holder
- Dust mop
- Wet floor signs
- Trash barrel
- Straw broom and dustpan
- Baseboard stripper
- Putty knife
- Three mop buckets with wringer and three mops
- Wet dry vacuum
- Approved shower scrubbing chemical
- Personal protective equipment (goggles, gloves, and overshoes)

Cleaning Procedures:

- Initial Inspection – Use putty knife to scrape up gum deposits stuck to the floor.
- Remove Furniture – Move furniture entire from area to be shower scrubbed.
- Dust Mop Floor – Use appropriate size dust mop to sweep floor of all dirt, dust, and debris.
- Clean Baseboards – Spray approved baseboard cleaner on baseboards at least 3 inches from the wall and allow to sit for 23 minutes; use scrubbing pad to scrub baseboards, corners, and along walls; wet mop baseboards and corners to remove all residue.
- Apply Shower Scrub Solution – Apply approved solution to an area approximately 100 sq. ft. and allow dwelling for 1015 minutes.
- Shower Scrub Floor – Start shower scrubbing at the door entrance and towards the corners (in a clockwise motion) using a 20" low speed rotary machine with red or green pad to remove one layer of floor finish and avoid getting solution on walls and baseboards.
- Remove Shower Scrubbing Solution – Use a wet and dry vacuum to pick up dirty solution; use mop and clean water (cold temperature preferred) to rinse floor 3 times in succession.
- Final Inspection – Check baseboards, corners, and walls for non-visibility of solution and floor area for proper removal

TAB 5 – Products and Services – Post Pandemic Cleaning Procedures

SMS will partner with Region 14 ESC to prepare your schools for reopening after COVID-19 closures. Account managers will train custodial employees on routine environmental cleaning and disinfection of your schools per Centers for Disease Control (CDC) recommendations. Enhanced cleaning procedures and frequencies outside of the scope of work in the RFP are available upon request. Account managers have been certified in the Spartan Chemical Post Pandemic Cleanup and Disinfection training program.

According to the Centers for Disease Control (CDC):

- **Cleaning:** refers to the removal of dirt and impurities, including germs from surfaces. Cleaning alone does not kill the germs. But by removing the germs it decreases their number and therefore any risk of spreading infection.
- **Disinfecting:** works by using chemicals, for example EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs. But killing germs remaining on a surface after cleaning further reduces any risk of spreading infection.

In most community facilities, unless there has been a known or suspected outbreak in the building during the past 7 days, the primary focus should be on cleaning the surfaces. In facilities with known or suspected contamination in the past 7 days, frequently touched surfaces need to be cleaned and then disinfected. Prior to entering the building allow 24 hours after last contamination or follow the CDC guidelines for air exchanges to ensure airborne droplets are out of the air thus not creating a potential recontamination issue.

POST PANDEMIC

In most community facilities, unless there has been a known or suspected outbreak in the building during the past 7 days, the primary focus should be on cleaning the surfaces. In facilities with known or suspected contamination in the past 7 days, frequently touched surfaces need to be cleaned and then disinfected. Prior to entering the building allow 24 hours after last contamination or follow the CDC guidelines for air exchanges to ensure airborne droplets are out of the air thus not creating a potential recontamination issue.

Post Pandemic Cleanup and Disinfection Steps

| OVERVIEW OF REQUIRED STEPS | REQUIRED PRODUCTS |
|---|--------------------------|
| 1. Identify all frequently touched surfaces | |
| 2. Apply personal protective equipment (PPE) | 2 Disinfectant/Sanitizer |
| 3. Gather supplies and prepare cleaning solutions | 3 All Purpose Cleaner |
| 4. Clean all soiled surfaces | 6 Degreaser |
| 5. Apply appropriate Spartan disinfectant | 9 Specialty Cleaner |
| 6. Wipe or rinse surfaces | |
| 7. Inspect work | |
| 8. Clean and return supplies | |
| 9. Remove PPE | |
| 10. Thoroughly wash hands | |

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Certified
DISINFECTION SPECIALIST

Pandemic Prevention




Keeping You Safe and Healthy

We are disinfecting high touch surfaces regularly to keep employees and visitors safe!

Please help us prevent infection... **WASH YOUR HANDS** and wipe down equipment after use!

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TAB 5 – Products and Services - Quality Assurance Program

SMS uses an application-based program called **CompuClean**, which is compatible with Apple and Android devices, for routine inspections, work order/deficient project assignments, and quality tracking or Key Performance Indicators (KPI's). All members of the SMS management team will be thoroughly trained on the components of the CompuClean application prior to Day 1 of the contract start date. From the CompuClean program, SMS will generate detailed reports, graphs, pictures, notes, and quality trends for the previous quarter and provide this information to Region 14 ESC' point of contact during the Quarterly Business Review meetings (QBR). At any point during the partnership, these reports can be generated and provided in a fully transparent manner, which will serve as an additional layer of assurance that the district is indeed receiving the level of service necessary and required.



SMS Account Managers will be required to perform at least 5 inspections per day from their mobile device. Each inspection contains 10 questions, all of which are worth 10 points. This will provide an adequate 0-100% compliance scale for each area, and over time, the trends can be tracked by week, month, quarter, semester, and year. A more detailed example of CompuClean can be reviewed in the literature provided.

In addition to routine inspections in each facility, the SMS Account Management Team is tasked with, but not limited to the following duties:

- Open lines of communication with all principals, administrators, and the district points of contact is key.
- Daily site visits and inspections will be performed by account, zone, and regional managers to ensure quality standards are being maintained.
- Monthly surveys given to each principal to pinpoint any areas of concern.
- Follow up with principals on any concerns from the monthly surveys with a plan of action and implementing that plan

TAB 5 – Products and Services - Quality Assurance

CUSTOMER SATISFACTION MEASUREMENT METHODS

SMS understands that customer satisfaction develops long term relationships. We promote open lines of communication with our customers and pride ourselves in being transparent. Our managers will make daily site visits, communicating with the district and SMS staff members to address any upcoming scheduled events and/or concerns. Weekly inspections will be conducted at each site to ensure the district is proactive within our operation. In addition to the internal inspections, we will distribute monthly surveys to the Principals or assigned contact. The data from the internal inspections and customer surveys will be compiled into reports and shared with specified members of the staff to monitor satisfaction levels and ensure that SMS is meeting and exceeding the district's quality expectations. To address areas of concern, from the surveys, a plan will be communicated, implemented, and followed up on, to provide consistency throughout the district. SMS will hold our employees accountable for their required job responsibilities. Employees' quality will be monitored by Supervisors, Account Managers, Zone Managers, and Regional Managers on a daily and nightly basis.



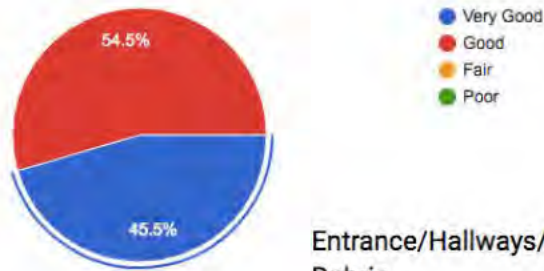
TAB 5 – Products and Services - Quality Assurance

ADMINISTRATOR FEEDBACK

SMS is committed to providing a consistent, honest, and effective level of quality and communication across the district. An honest assessment from each facility administrator is valuable in: rewarding employees who are achieving high levels of quality, identifying areas needing improvement, preventing items of concern from becoming habitual, and communicating with transparency to the school board who has hired us to perform a job. In addition to internal report card scoring, SMS will distribute online district approved surveys, requesting feedback from the previous month's performance. This detailed survey will be submitted to each administrator and the data provided will be used to generate pie graphs and quality scores, such as the examples provided, which are from another K-12 system currently participating in the online tracking surveys. Also included is a completed survey, returned by an Elementary School Principal.

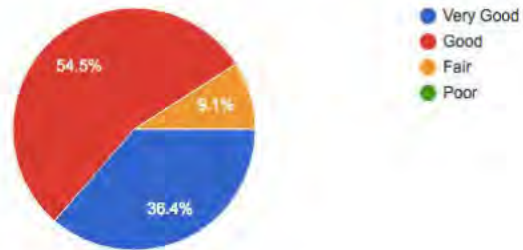
Entrance/Hallways/Cafeteria - Floors Buffed/Burnished

11 responses



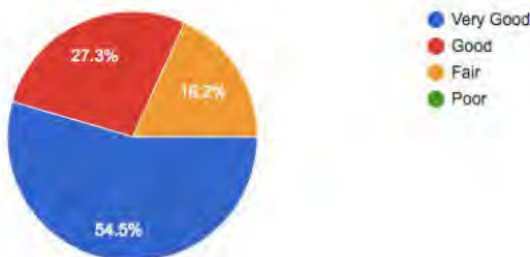
Entrance/Hallways/Cafeteria - Floors, Hallways, Stairs Clean and Free of Debris

11 responses



Day Crew - Overall Rating

11 responses



TAB 5 – Products and Services - Quality Assurance

| Survey Location | Average |
|---|--------------|
| Entrance/Hallways/Cafeteria - Floors, Hallways, Stairs Clean and Free of Debris | 93.29 |
| Entrance/Hallways/Cafeteria - Floors Buffed/Burnished | 94.32 |
| Entrance/Hallways/Cafeteria - Baseboards, Corners and Edges Free of Debris | 92 |
| Entrance/Hallways/Cafeteria - Carpets/Tile Clean and Free of Removable Spots/Gum | 92.25 |
| Entrance/Hallways/Cafeteria - Windows/Ledges Clean and Dusted | 93.55 |
| Entrance/Hallways/Cafeteria - Walls Clean and Graffiti Free | 94.44 |
| Entrance/Hallways/Cafeteria - Ceiling Line, Corners, Locker Tops and Outsides Clean and Dusted | 93.55 |
| Entrance/Hallways/Cafeteria - Ledges, Shelves, Wall Objects Dusted | 93.33 |
| Entrance/Hallways/Cafeteria - Radiators/Convectors/Vents Cleaned or Dusted | 92.66 |
| Entrance/Hallways/Cafeteria - Exit and Fire Doors Clean and Free from janitorial obstructions (equipment, etc.) | 94.22 |
| Entrance/Hallways/Cafeteria - Drinking Fountains Clean | 92.66 |
| Classrooms/Office Areas - Floors Clean and Debris Free | 92.44 |
| Classrooms/Office Areas - TVs, Carts and Computer Hardware Dusted | 92 |
| Classrooms/Office Areas - Baseboards, Corners, Edges Soil Free | 91.55 |
| Classrooms/Office Areas - Carpets/Tile Clean and Free of Removable Spots/Gum | 92 |
| Classrooms/Office Areas - Walls Clean/Wall Objects Dusted/Graffiti Free | 92.88 |
| Classrooms/Office Areas - Counter Tops, Shelves, Sinks/Fixtures Clean | 91.77 |
| Classrooms/Office Areas - Chalkboards, Trays and Vents Clean | 91.55 |
| Classrooms/Office Areas - Furniture/Light Fixtures Clean and Dusted | 92.22 |
| Classrooms/Office Areas - Windows/Ledges Clean and Dusted | 92.44 |
| Classrooms/Office Areas - Soap Available/Dispensers Working | 92.44 |
| Classrooms/Office Areas - Paper Towels and Toilet Paper Available / Dispensers Working | 92 |
| Library - Dusting/Vacuuming/Sweeping | 92.22 |
| Library - Walls Clean of Removable Dirt | 93.55 |
| Library - Baseboards, Corners, Edges Soil Free | 92.44 |
| Bathrooms/Locker Rooms - Floors/Drains Clean/Toilets Clean | 89.77 |
| Bathrooms/Locker Rooms - Walls/Stall Partitions Clean and Graffiti Free | 89.55 |
| Bathrooms/Locker Rooms - Toilets, Urinals, Fixtures Clean Inside/Outside | 90.22 |
| Bathrooms/Locker Rooms - Showers/Fixtures Clean and Disinfected | 90.66 |
| Bathrooms/Locker Rooms - Soap Available/Dispensers/Receptacles Working | 91.11 |
| Bathrooms/Locker Rooms - Paper Towels and Toilet Paper Available/Dispensers Working | 91.11 |
| Bathrooms/Locker Rooms - Vents Dusted/Clean and Odor Free | 90 |
| Gym Area - Gym Floors Clean and Dusted | 91.55 |
| Gym Area - Bleachers Clean, Spot Mopped, Trash Emptied | 91.11 |
| Gym Area - Gym Walls and Reachable Vents Clean/Graffiti Free | 92.88 |
| Custodial Storage - Equipment Operational and Batteries Checked | 93.33 |
| Custodial Storage - Closets Clean/Supplies Neatly Stored (if adequate storage space is available) | 91.77 |
| Custodial Storage - Required Wall Postings and SDS Books in View | 92.66 |
| Custodial Storage - Custodial Schedules Posted/Provided, Chemicals Labeled | 92.88 |
| Day Crew - Overall Rating | 94.66 |
| Night Crew - Overall Rating | 90 |
| Manager Rating - Overall Rating (Communication, Follow Ups, etc.) | 92.88 |
| Overall Summary - Southern Management Services (SMS) Job Performance | 92.22 |
| Overall Average - November and December Survey Scores | 92.23 |

36 Surveys Submitted For Months Of November and December 2018

Very Good = 100 Good = 92 Fair = 84 Poor = 76

TAB 5 – Product and Services - Proposed Listing of Supplies

SMS is committed to providing the Region 14 ESC with a best in class program. To achieve and maintain the highest levels of cleanliness in each facility, SMS will utilize cutting edge equipment as well as cleaning materials with exceptional industry ratings and performance. A description of proposed equipment and list of proposed products can be reviewed in the information provided.

SUPPLY DISTRIBUTION PARTNERSHIP

As a partner with Region 14 ESC and the surrounding community, SMS desires to utilize qualified and capable suppliers and will make an effort to work with MWBE suppliers when possible.



SMS intends to utilize American Paper and Twine as its primary source of janitorial and sanitary products for the partnership. SMS is indeed committed to contributing to the well-being of local area businesses, so in addition to the American Paper and Twine partnership, we will pursue one or more additional local distributors to serve as a secondary provider of products for the operation. SMS, together with Spartan Chemical and American Paper and Twine, will offer on the job training and continuing education sessions, which will cover industry topics and techniques that can be implemented into the daily service provided in each school.

American Paper & Twine Co.®

PROPOSED CLEANING PRODUCTS

| Manufacturer | Name and Description |
|------------------|-------------------------------------|
| Spartan Chemical | Tropical Airlift 13 |
| Spartan Chemical | Clean by Peroxy |
| Spartan Chemical | Damp Mop 8 |
| Spartan Chemical | GS Neutral Disinfectant Cleaner |
| Spartan Chemical | NABC Concentrate 1 |
| Spartan Chemical | Multi Surface Cleaner 4 |
| Spartan Chemical | TriBase Multi Purpose Cleaner |
| Spartan Chemical | Xcelente Multi-Purpose |
| Spartan Chemical | Deep Luster Stainless Steel Cleaner |
| Spartan Chemical | Cranberry Ice Foam Soap |
| Spartan Chemical | EnduraStrip |
| Spartan Chemical | iShine Floor Finish |
| Spartan Chemical | Shineline Emulsifier Plus |
| Spartan Chemical | The Fixx Premium Floor Finish |



TAB 5 – Product and Services - Proposed Listing of Supplies

SMS utilizes the 3M process to maintain and polish terrazzo flooring. Complete training manual and supplies available upon request.



SMS can use either water or oil-based finishes for gymnasium floors. We utilize the Hillyard line of products. Complete training manual and supplies available upon request.



TAB 5 – Products and Services – Equipment Descriptions

SMS will utilize their national supplier contracts to purchase equipment for the Region 14 ESC districts based on district size and inventory. Below are a few descriptions of custodial equipment utilized by SMS for custodial services.

CLEANING EQUIPMENT DESCRIPTIONS

28" Auto scrubber- Able to clean large areas efficiently and properly. This scrubber is equipped with (2) 14" pads to enable increased floor coverage. Used in larger schools with significant interior hallways and common areas.

20" Auto scrubber- Able to clean large areas efficiently and properly. This scrubber is equipped with (1) 20" pad to enable increased floor coverage. Used in small to average sized schools.

Carpet Extractor- Able to clean and extractor dirt, stains, and spots from carpets.

20" Low Speed Scrubber- Used for stripping or scrubbing floors. Standard pad holder included as well as grit brush for scrubbing restrooms.

Carpet Spotter- Used to extract and spot clean day to day carpet stains.

21" and 27" Propane Burnisher- Pads rotate at 1200, 1600, or 2000 rpms in working position for better gloss performance. Used routinely to maintain integrity and gloss of vct and terrazzo flooring. Propane is stored in security cages and not inside school facilities.

Propane Strip Machine- Used to strip and remove wax from large areas.

Wet/Dry Vacuum- Used to remove large amount of water from hard surfaces. Can have either a wand or front mounted squeegee.



TAB 8 – Value Added Products and Services - Transition Plan

Josh Helton will lead the pre-transition, startup, and daily operation for SMS in Region 14 as the Senior VP over Operations. Mr. Helton is a K-12 facility industry veteran, with over a decade of experience and specific knowledge of large-scale startup operations and onboarding of K-12 school districts across the country. Mr. Helton has held numerous leadership titles in the industry and will serve Region 14 as a Senior SMS point of contact for the custodial operation. Mr. Helton will also be working with Collins Onynado as the Regional Manager and Jerrold McRae as the Transition Manager and the assigned Account Manager to transition the program.

Upon award notification, these leaders, along with additional members of the SMS transition support team will meet with each school administrator or designee, to identify all current employees who are recommended for continued employment during the transition. These employees will immediately be contacted, interviewed, background checked, and offered positions with SMS so that they will have confidence and comfort knowing their career is stable. Based on experience, we anticipate retaining nearly all the current staff members who are recommended for employment by the principal. Any positions vacated or added to the operation will be filled from local area candidates.

SMS will hold a series of career fair / walk-in job interviews throughout the county and will simultaneously have career opportunities posted on social media, hiring websites, recruitment offices, career centers, goodwill, veteran services, and other means of recruitment. All employees will be properly evaluated, and background checked prior to beginning service within their respective schools. The current SMS vetting process takes 36-48 hours, so the turnaround time will be thorough, but efficient. Each employee will receive necessary identification, uniforms, personal protective equipment, and training, and will be provided with an assigned scope of work and job assignment.



TAB 8 – Value Added Products and Services - Transition Plan

The transition team and Account Managers will work with each crew to become comfortable and familiar with their assigned duties and areas. While many of the legacy employees will be familiar with the schools already, SMS will train all team members on the expected protocols and processes to ensure a consistent operation across the district. We are confident Region 14 ESC will see a noticeable improvement in communication, staffing, quality control, and ultimately job performance by switching to SMS. While no transition is 100% seamless, SMS will work directly with and for the Region 14 ESC points of contact to communicate daily and weekly reports and will update the transition chart as required steps are accomplished.

Our Transition Chart, included in this section of the proposal, will be updated weekly and available for review, provides a layout of tasks and assignments to include:

- Pre-Start Activities
- Start Up
- Office Organization
- Human Resources
- Operations Management
- Safety and Regulatory Compliance



Post Pandemic Cleaning Procedures

| Tasks and Assignments | Projected Initiation Date |
|--|---------------------------|
| Pre-Start Activities | |
| Contract Negotiation | Week 1 |
| Prepare Cell Phone Order | Week 1 |
| Prepare Computer Order | Week 1 |
| Prepare Vehicle Order (Lease or Purchase) | Week 1 |
| Prepare Initial Paperwork Order (apps/health ins./etc) | Week 1 |
| Research Temporary Housing | Week 1 |
| Interview Manager(s) | Week 1 |
| Start word of Mouth recruiting | Week 1 |
| Run Initial Hiring Ad | Week 1 |
| Set up sites for Job Fair (TBA) | Week 1 |
| Distribute Applications to ALL schools | Week 1 |
| Distribute Open Application Flyer to ALL Schools | Week 1 |
| Meet w/ Principals and discuss employment referrals | Week 1 |
| Compile paperwork from open Interviews | Week 1 |
| Assign Startup Team | Week 1 |
| Conduct pre-start meeting with transition team: assignments | Week 1 |
| Approve/Process computer hardware & software order | Week 1 |
| Approve/Process vehicle order | Week 2 |
| Approve/Process cell phone order | Week 2 |
| Purchase hardware & Software & install | Week 1 |
| Introduce transition team to key customers | Week 1 |
| Select management team | Week 2 |
| Full management team on-site for orientation | Week 2/ On-going |
| Meet with School System HR & Liaison to discuss any labor issues | As needed |
| Review training schedules for transition team & new staff | Week 2 |
| Begin interview process with existing staff | Week 2 |
| Vetting, background checks and drug testing as required | Week 2/ On-going |
| New staff orientation (mgmt.) | Week 2 |
| New staff paperwork, benefits, etc. | Week 2/ On-going |
| Review reporting requirements to liaison | Week 2 |
| Organize keys and key reporting structure | Week 2 |
| Gather key client listing and phone directory for schools | Week 2 |
| Gather health department, fire code information, etc. | Week 2 |
| Access equipment and supply inventory | Week 2 |

TAB 8 – Value Added Products and Services - Transition Plan

| Start Up | |
|--|------------------|
| Meet with staff to discuss transition | Week 1 |
| Schedule weekly briefings with District liaison | Week 1 |
| Prepare weekly review for District Liaison & Administration | Week 1/ On-going |
| Conduct room inventory of each building | Week 1 |
| Identify uniform requirements & order uniforms | Week 2 |
| Establish lists of acceptable vendors | Week 1 |
| Set dates for Monthly Meetings and Quarterly Joint Review Meetings | Week 1/ On-going |
| Establish Area Mgr.'s area of responsibility | Week 2/ On-going |

| Office Organization | |
|--|--------|
| Establish and secure location of office | Week 1 |
| SMS Forms and Manuals/Set Up Filing System | Week 1 |

| Human Resources | |
|--|------------------|
| Discuss Open Job Descriptions | Week 1 |
| Job Fair for applicants/Screening/Background checks/Fingerprinting | Week 1 |
| Introduce and Train Workers on Daily Time Keeping Procedures | Week 2/ On-going |
| Employee Records Reviewed | Week 2 |
| Job Descriptions Reviewed/Presented to Staff | Week 2 |
| Thoroughly review any outstanding labor issues and agreements | Week 2 |
| Establish individual staff training records | Week 2 |
| Complete Orientation Checklist | Week 2 |
| Implement Training Program | Week 2 |
| Establish employee recognition program | Week 3 |
| Order Uniforms | Week 2 |

| Operations Management | |
|---|------------------|
| Receive equipment/supplies distribution. | Week 1 |
| Obtain current school year calendar | Week 1 |
| Initiate monthly reporting to administration. | Week 2/ On-going |
| Review SDS sheets. | Week 1/ On-going |
| Implement log books | Week 2/ On-going |
| Implement Employee Training Schedule | Week 2/ On-going |
| Baseline QC Survey to client | Week 2/ On-going |
| Commence random QC inspections | Week 2/ On-going |
| QC scores reviewed with staff | Week 2/ On-going |

TAB 8 – Value Added Programs and Services - Training Programs

Site-Specific Orientation

INITIAL TRAINING

All new hires must complete the New Employee Orientation. This program provides on-site training relating to both work plan and use of equipment. Only after the training is completed do new employees begin independent work.

ALL EMPLOYEES

All employees are to complete at least 12 hours of in-service training, continuing education, and/or professional development courses on an annual basis. A portion of this training is annual refresher courses on the following topics:

- Refresher in Green Cleaning
- Review of Communication Procedures
- Restroom Cleaning
- Carpet Care Review
- Hard Floor Care Review
- Disinfectant Review
- Proper Use, Storage, and Maintenance of Equipment

In addition to this required training, employees are encouraged to attend special topics seminars that change from year to year, local seminars and courses offered by approved Vendors.

TRAINING AND ORIENTATION RECORDS

Training records are maintained for each employee and are in their employee file. In addition, the office will maintain a listing of training sessions, when conducted and the name of the instructor.

Management Development - Leadership

SMS is committed to developing our existing and future executive management team using a competency-based approach to leadership, with a focus on skill development and to better identify and develop our next generation of leaders.

These should be the skills that contribute to:

- Ensuring the organization is effective and successful by taking on responsibility for the implementation of an appropriate strategy that the organization can adapt to
- Effectively managing the demands of stakeholders
- Giving clear definitions of what constitutes effectiveness and success
- Ensuring the implementation of the strategy and the targeting of resources towards success
- Reviewing if their actions are relevant to the organization's overall goals

TAB 8 – Value Added Programs and Services - Training Programs

Management Training

SUPERVISOR/MANAGEMENT TRAINING PROGRAM

For Supervisors / Assistant Supervisors / Potential Supervisors/Managers

Purpose: Help prepare Supervisors to perform their duties to service contract in an effective, efficient, and professional manner. They are also encouraged to help develop, train, and motivate personnel that will enable us to promote from within the company

- Classroom training
- On the job training
- Follow-up evaluation (conducted on job site)

This program is designed to familiarize Supervisors with their job duties, to emphasize training, and to help them in dealing with personnel in a positive and professional manner.

After attending Supervisors classes, each Supervisor is trained on the job by the Manager. When all facets of the Supervisors job are being performed according to company standards, they are evaluated at the job site and Certified.

Custodial Personnel Training Program

EMPLOYEE TRAINING

All employees receive on the job training. Training includes green cleaning methods, proper chemical use and identification, equipment uses and care. Employee training is conducted by managers, supervisors, or designated trainers. All training includes detailed orientation which includes security training, safety training, and cleaning specifications training. These tasks are covered in the scheduled training as well as the module training provided by SMS' training software, CleanCheck. Both programs are provided in the information. Each customer is unique, and their specific needs are fully explained and demonstrated to new employees. Each employee is also shown the location of MSDS sheets and/or SDS sheets and their use.

The customer's specifications are used in creating a building specific job booklet. This booklet will include all daily, weekly, monthly, quarterly, semi-annual, and annual duties. This booklet also includes a schedule to meet the specifications. These booklets will be created after the award of a contract and made specific to that contract prior to the start date.

All new employees will receive feedback regarding their work performance and additional training as needed to complete their job duties fully. Inspections will be performed by supervisors or managers and feedback will be provided to all new employees in a timely manner.

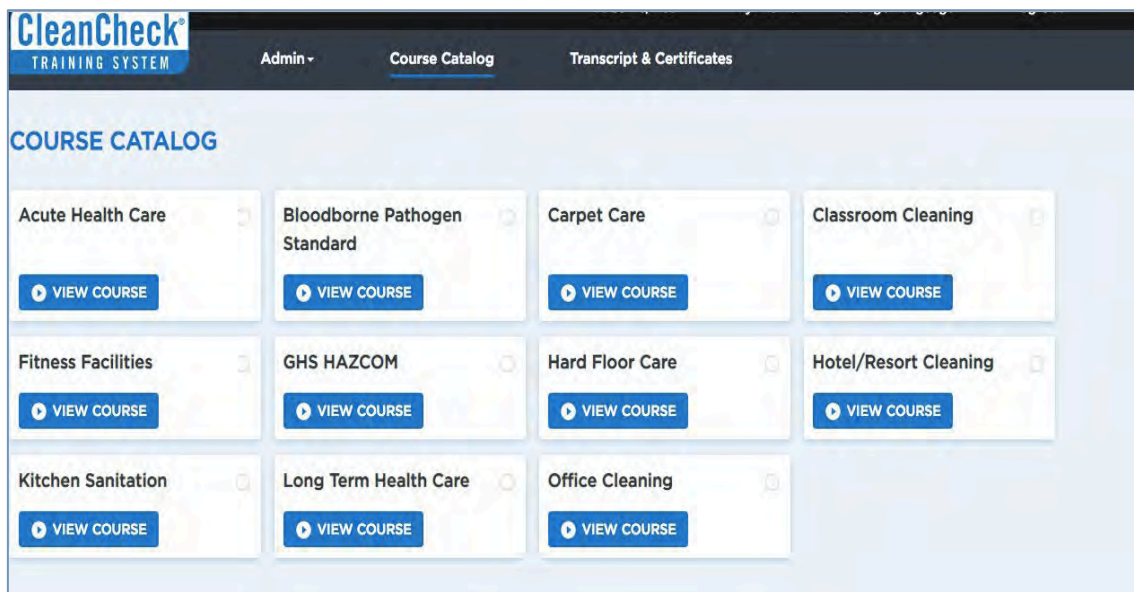
TAB 8 – Value Added Products and Services - Training Programs

EMPLOYEE TRAINING SCHEDULE (ETS)

| Week | Activity | Week | Activity |
|------|---------------------------------|------|---------------------------------|
| 1 | Bloodborne Pathogens | 26 | Violence in the Workplace |
| 2 | Baseboard Cleaning | 27 | SMS Safety Work Rules |
| 3 | Breakroom Cleaning | 28 | Shower Cleaning |
| 4 | Cabinet Cleaning | 29 | Spot Mopping with mops |
| 5 | Hazard Communications | 30 | Cleaning of Stainless Steel |
| 6 | Janitor's Cart Organization | 31 | Dusting, Office Cleaning |
| 7 | Cleaning Chemicals | 32 | Refrigerator Cleaning |
| 8 | Janitor's Closet Organization | 33 | Stairway and Landing Cleaning |
| 9 | Restroom Cleaning Procedures | 34 | Sink Cleaning |
| 10 | Personal Protective Equipment | 35 | Asbestos Awareness |
| 11 | Restroom Closing | 36 | Emergency Evacuation Procedures |
| 12 | Carpet Spotting | 37 | Toilet Cleaning |
| 13 | Counter-Top Cleaning | 38 | Customer/Client Safety Rules |
| 14 | Back Safety | 39 | Vacuuming - Uprights |
| 15 | Dust Mopping | 40 | Wall Washing |
| 16 | Elevator Cleaning | 41 | Vent Washing |
| 17 | Furniture Polishing | 42 | Trash Removal |
| 18 | Work Zones | 43 | Electrical Safety |
| 19 | Damp Mopping | 44 | Urinal Cleaning |
| 20 | Water Fountains | 45 | Upholstery Spotting |
| 21 | Dusting with Microfibers Cloths | 46 | Fire Safety |
| 22 | Door, Frames and Latches | 47 | Vacuuming with Back Packs |
| 23 | Glass Cleaning | 48 | Wall Spotting |
| 24 | Graffiti Removal | 49 | Window Washing |
| 25 | Reporting of Injuries | 50 | Windowsills and Ledges |

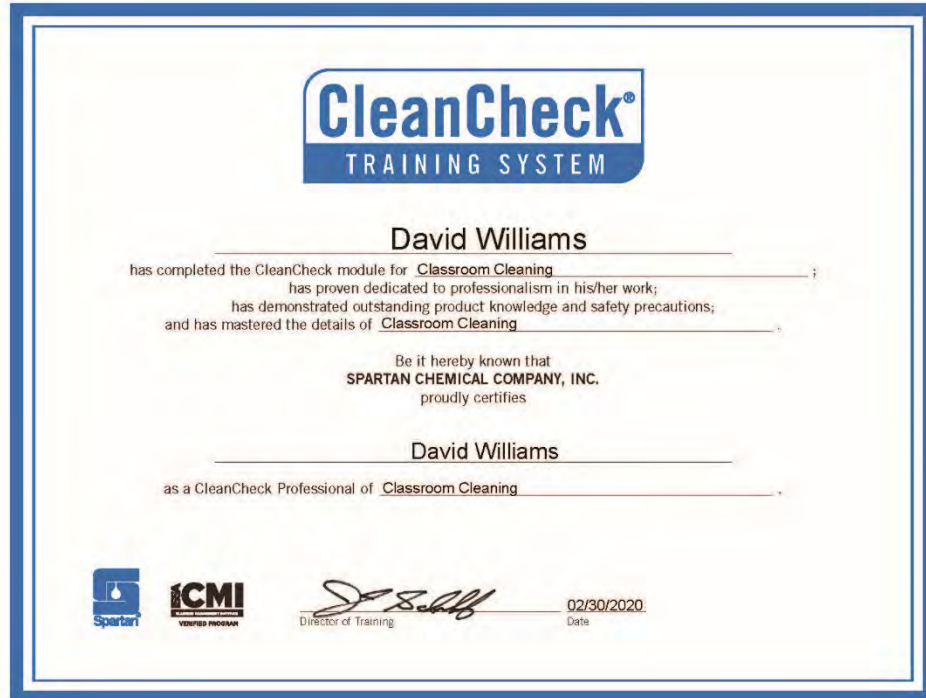
TAB 8 – Value Added Products and Services - Training Programs

SMS utilizes **CleanCheck** for many OSHA required training and education topics. A selected course catalog is customized for industry specific topics, and the modules can be administered online or in group settings to hourly and salaried employees. Upon completion, employees can elect to receive an electronic or hard copy certificate of completion. CleanCheck is an ISSA approved training program. Some example topics from the training menu and certificates of completions can be reviewed below. A complete training manual available upon request.



TAB 8 – Value Added Products and Services - Training Programs

SAMPLE TRAINING CERTIFICATIONS:



TAB 8 – Value Added Programs and Services - Training Programs

HAZARDOUS CHEMICAL SPILLS CLEAN UP PROCEDURE

Policy: To outline the correct methods for clean-up spills of hazardous substances and to safeguard personnel and the environment from any danger whether potential or real. This procedure is to provide guidance in the cleanup of hazardous materials but is not intended to replace or supersede the cleanup information contained on the MSDS sheet for the product.

PROCEDURE:

1. Most spills will be small. Spills of less than 100 millimeters will usually be treated as a housekeeping problem. However, the Maintenance Department keeps all the protective equipment and cleanup agents so they should be called for any spill of a hazardous chemical (i.e.: mercury).

2. The Maintenance Department will keep on hand the necessary equipment for handling hazardous chemical spills. The following list outlines what equipment will be kept in readiness:

- Mercury Spill Kit
- General Chemical Spill Kit
- Neutralizing agents for acids, bases, and petroleum products
- Absorbent materials
- Scoops for absorbent materials
- Flashlights
- Protective wear: rubber gloves, goggles, gowns, or other protective outerwear.

3. The following action plan is general and must be adapted for the substance as appropriate. Refer to the MSDS for specific information about the substance.

- All personnel will be evacuated from the immediate area of the spill.
- During regular working hours, the receptionist will notify the Environmental Specialist of the nature, size, and location of the spill.
- After hours, the Supervisor will notify the on-call Maintenance Staff of the nature, size, and location of the spill.
- The Environmental Specialist will coordinate the cleanup effort through Housekeeping and/or Maintenance Staff, depending on the size and nature of the spill.
- Any injured employees will be transported to the Emergency Room of a nearby hospital for medical treatment.
- The Department of the area where the spill occurred will complete the following the emergency an Incident Report.
- The corporate Risk Management Department will be notified of the spill.

TAB 8 – Value Added Programs and Services - Training Programs

4. Housekeeping and Maintenance employees who will be responding to the hazardous chemical spill situations will receive the following in-service or training annually:

- A review of hazardous substances and instruction in where the MSDS manuals are located within the hospital.
- A description and review of cleanup equipment.
- The purpose, proper use, and limitations of personal protective clothing and equipment available for use.
- Training in the proper procedures for the handling of spills, emergencies, and cleanup procedures.
- Training will be performed annually after initial training is provided.

BLOODBORNE PATHOGENS EMERGENCY CLEAN UP PROCEDURE

In an emergency involving blood or potentially infectious materials, employees should always **use Universal Precautions** and try to minimize your exposure by wearing gloves, splash goggles, pocket mouth-to-mouth resuscitation masks, and other barrier devices.

If you are exposed, however, you should:

1. Wash the exposed area thoroughly with soap and running water. Use non-abrasive, antibacterial soap if possible.
2. **If blood is splashed in the eye or mucous membrane, flush the affected area with running water for at least 15 minutes.**
3. Report the exposure to your supervisor as soon as possible.
4. Fill out an exposure report form if you desire. This form will be kept in your personnel file for 40 years so that you can document workplace exposure to hazardous substances. This report is available from your supervisor.
5. You may also request blood testing or the Hepatitis B vaccination if you have not already received it.

RULES TO FOLLOW:

- Always wear personal protective equipment in exposure situations.
- Remove and replace PPE that is torn or punctured or has lost its ability to function as a barrier to bloodborne pathogens.
- Remove PPE before leaving the work area.
- If you work in an area with routine exposure to blood or potentially infectious materials, the necessary PPE should be readily accessible. Contaminated gloves, clothing, PPE, or other materials should be placed in appropriately labeled bags or containers until it is disposed of, decontaminated, or laundered. It is important to find out where these bags or containers are located within your area before beginning work.

TAB 8 – Value Added Programs and Services - Training Programs

Decontamination and Sterilization

All surfaces, tools, equipment, and other objects that contact blood or potentially infectious materials must be decontaminated and sterilized as soon as possible. **Equipment and tools must be cleaned and decontaminated before servicing or being put back to use.**

- Decontamination should be accomplished by using a solution of 5.25% sodium hypochlorite (household bleach / Clorox) diluted between 1:10 and 1:100 with water. The standard recommendation is to use at least a quarter cup of bleach per one gallon of water.
- Lysol or some other EPA-registered tuberculocidal disinfectant. Check the label of all disinfectants to make sure they meet this requirement.

If you are cleaning up a spill of blood, you can carefully cover the spill with paper towels or rags, then gently pour the 10% solution of bleach over the towels or rags, and leave it for *at least 10 minutes*. This will help ensure that any bloodborne pathogens are killed before you begin cleaning or wiping the material up. By covering the spill with paper towels or rags, you decrease the chances of causing a splash when you pour the bleach on it.

If you are decontaminating equipment or other objects (be it scalpels, microscope slides, broken glass, saw blades, tweezers, mechanical equipment upon which someone has been cut, first aid boxes, or whatever) you should leave the disinfectant in place for *at least 10 minutes* before continuing the cleaning process.

Of course, any materials you use to clean up a spill of blood or potentially infectious materials must be decontaminated immediately, as well. This would include mops, sponges, re-usable gloves, buckets, pails, etc.

To protect yourself, it is essential to have a barrier between you and the potentially infectious material.



Proposed Pricing

ASBESTOS AWARENESS AND SAFETY TRAINING

PURPOSE: Exposure to airborne asbestos fibers can create a potential hazard for employees. Very few operations within the company will cause an employee to work in an area where the threat of asbestos exposure is present. If employees do not disturb identified asbestos or asbestos containing material, employees face little or no risk. SMS has established a program to promote the safest possible work environment and ensure regulatory requirements are followed at each work location.

- The program applies to the following:
 - buildings, structures, and areas where SMS companies operate
 - all employees and subcontractors of SMS routine work when an employee might encounter asbestos
 - work near areas where repair or removal of asbestos-containing material is in progress

The Federal OSHA Asbestos Standard (29 CFR 1910.1028) establishes uniform requirements to ensure the hazards of asbestos in U.S. workplaces are evaluated and safe work practices are established.

POLICY: Operational Site Management will ensure that any asbestos exposure potential is evaluated prior to assigning employees to work and protective measures are identified. Site surveys with a client representative are conducted as needed. The program will be enforced to protect employees, contractors, sub-contractors, visitors, and client employees from any potential health hazard resulting from a work process or task.

In general, employees will not touch, move, clean-up or disturb asbestos or asbestos containing materials. Only qualified employees shall be involved in any asbestos repairs, maintenance, or removal operations (abatement).

PROCEDURES: The Asbestos Program will be referred to as SMS's written program in accordance with 29 CFR 1910.1028. The program will be periodically reviewed and updated when necessary. Existence of this written program will be communicated to all employees through education upon initial employment and written copies will be available for review at the jobsites or local office during the work shift.

5. Employee Training and Education: Training will be provided for employees to help them identify asbestos containing material and work safely around identified areas. Training will be given at a Level 1 (OSHA). Employees shall be oriented to:

- signage and procedures for work around areas where asbestos containing material may be present
- carry out their work without endangering themselves, their coworkers or other building occupants
- the types, properties and uses of asbestos
- ways to recognize asbestos containing material
- the hazards of asbestos fiber inhalation and ingestion
- types of activities which could release asbestos fibers



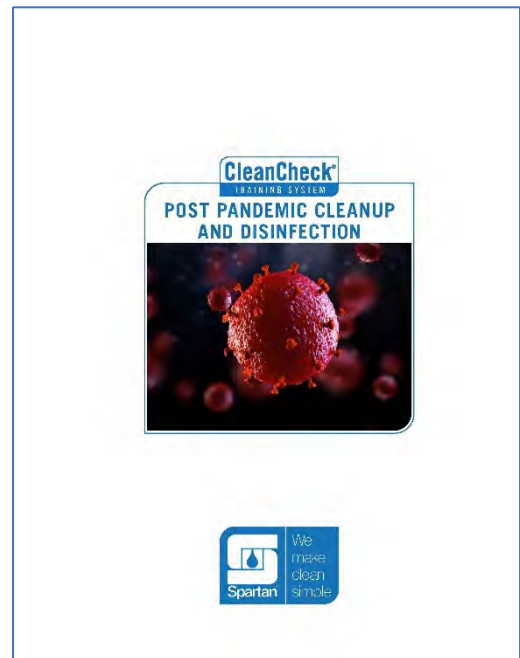
TAB 8 – Value Added Products and Services - Training Programs

- identification of signage and warning barriers
- avoidance of asbestos work areas
- host facility requirements regarding ACM

Retraining will be scheduled on an annual basis as needed. Retraining will also take place if an employee's work takes them closer to a hazardous or regulated area; there is a change in a process that presents a new hazard; there is a change in asbestos safety procedures; safety procedures fail resulting in a near-miss, illness, or injury; and, whenever a periodic inspection reveals there is reason to believe deviations or inadequacies in the employee's knowledge of known hazards exists. All employee training/education will be documented on standardized forms. All documentation will be retained in the employee's safety file.

POST PANDEMIC CLEANUP AND DISINFECTION TRAINING

Managers and employees will be trained through Spartan Chemical's Clean Check Training System on post pandemic cleanup and disinfection. Available in both English and Spanish, CleanCheck video modules also offer DVD or web-based viewing to meet the needs of a diverse and dispersed organization.




Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

| | |
|----------------------|---|
| Potential Vendor | <u>HES Facilities, LLC d/b/a SMS</u> |
| Print Name | <u>Charlie Spencer, CEO</u> |
| Address | <u>9202 S. Northshore Drive, Suite 202</u> |
| City, State, Zip | <u>Knoxville, TN 37922</u> |
| Authorized signature | <u></u> |
| Date | <u>06/16/20</u> |

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature 

Date

06/16/20

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | |
|-----------------------|---|
| Company name | HES Facilities, LLC d/b/a SMS |
| Address | 9202 S. Northshore Drive, Suite 202 |
| City/State/Zip | Knoxville, TN 37922 |
| Telephone No. | 865-263-1905 |
| Fax No. | 865-337-5212 |
| Email address | cspencer@hesfacilities.com |
| Printed name | Charlie Spencer |
| Position with company | CEO |
| Authorized signature |  |

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>