

## ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS

### EQUALIS GROUP: FACILITY MANAGEMENT PRODUCTS, SERVICES & SOLUTIONS

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## Section 1. General Guidelines

### 1.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this [Attachment A – Technical Proposal Requirements & Proposal Specifications](#). Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of Attachment A structured like the example below, simply click in the green cell on the “Click here to enter response” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
This is a sample question. Do not provide a response.	

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Bidders to provide any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review Team’s (“PRT’s”) consideration, click in the green cell on the “Click here to provide additional commentary, if necessary.” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) clarifying or additional information as appropriate.

1.1.2.	<b>Training.</b> Does your organization provide training services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

### 1.2. Trade Secrets

Bidders are encouraged to review **RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer** in conjunction with developing their responses to this RFP. Any information provided by a Bidder in its proposal that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law.

### 1.3. Attachments

Bidders may incorporate additional documents by reference as part of their response to [Attachment A – Technical Proposal Requirements & Proposal Specifications](#). For example, you may want to include brochures, charts, or graphs in response to specific questions included in this Attachment A. Bidders should clearly state in their response to questions in Attachment A whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not references or referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include, in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to [Section 3.2.1.](#), the following electronic file name would be appropriate: ***Technical Proposal – Bidder Name – Section 3.2.1. – Financial Statements.pdf***.

## Section 2. Initial Qualifying Criteria

### 2.1. Completing & Submitting Initial Qualifying Criteria Documentation

As described in **RFP Section 5 – Criteria for Proposal Evaluation & Selection**, Bidders must complete and provide executed originals of the following documents as part of the proposal Bidders submit. *Equalis Group will not consider a Bidder's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the Bidder's proposal.*

2.1.1.	<b>Attachment C – Required Bidder Information &amp; Certifications.</b> This document includes information about the Bidder, key points of contact for proposal and legal questions that may arise during Equalis Group's review of the response, minority business enterprise and certifications, required affirmations subject to Ohio Revised Code guidelines, equal employment opportunity questions, questions regarding the subcontracting of certain elements of a Bidder's service delivery to Members, and confirmation that Bidder has reviewed and annotated, if applicable, the Equalis Group model i) Master Agreement, and ii) Administration Agreement entered into with Winning Suppliers.
Complete	
2.1.2.	<b>Attachment D – W-9.</b> Bidders must complete the W-9 form and include the completed W-9 form in their response.
Complete and Submitted	
2.1.3.	Does your proposal include the properly completed and executed <b>Attachment C</b> and <b>Attachment D</b> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	

## Section 3. Bidder Overview & Qualifications

### 3.1. Company Information

3.1.1.	<b>Company Name &amp; Address.</b>	
Company Name:	HES Facilities LLC	
Headquarters Street Address:	9202 S. Northshore Drive STE 202	
City, State & Zip Code:	Knoxville, TN 37922	
Main Telephone Number:	865-263-1905	
Website:	www.hesfacilities.com	
3.1.2.	<b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
HES was formed and acquired SMS in 2020. SMS was founded in 2007. Please see the attachement Technical Proposal – HES – Section 3.1 -Company information and executive summary.pdf for additional information		
3.1.3.	<b>Legal Structure.</b> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Click here to enter response.
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input checked="" type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Limited Liability Company, State of Incorporation Delaware

### 3.2. Financial Strength & Legal Considerations

3.2.1.	<b>Financial Strength.</b> Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a "Trade Secret" per the terms of <u>RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer</u> and provide your response to this question in a separate electronic file that includes a "Trade Secret" watermark. Any company financial information provided should be included as part of the Technical Proposal. The proposal scoring of this <u>Section 3.2.1.</u> for Bidders that do not provide any financial information will be zero/fails to meet.</i>
Please see the attachement Technical Proposal – HES – Section 3.2.1 – Financial Statements.pdf	



3.2.2.	<b>Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
None	
3.2.3.	<b>Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
None	
3.2.4.	<b>Mandatory Contract Performance Disclosure.</b> Pursuant to <b>RFP Section 3.13</b> , disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
None	
3.2.5.	<b>Mandatory Disclosure of Governmental Investigations.</b> Pursuant to <b>RFP Section 3.14</b> , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
None	

### 3.3. Industry Qualifications

3.3.1.1.	<b>Network Relationship.</b> Describe your direct sales and service force and how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. Is your direct sales force employed by your company or by a third party? Please explain.
HES has a team of sales and operational representative across the country. Please see the attachement Technical Proposal – HES – Section 6.1 – Orgainzational Structure.pdf for additional information.	

3.3.2.	<b>Industry Experience.</b> For how long has your company been in the facility management and/or related products and services industry? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from the provision of facility mana and/or related products and services?
100%. The leadership at HES has over 40 years of experience in the education facilities industry.	
3.3.3.	<b>Geographic Reach.</b> Describe your company's service area in the United States (e.g., nationwide, the continental United States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.
HES currently services over 47 million square feel and 300,000 student in five state. HES is growing their operations and sales force to cover the rest of the country focusing on the Southeast, South Central and Southwest and growing from there.	
3.3.4.	<b>Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
The HES operations team holds CIMS certifications and other facilities cleaning certifications.	

### 3.4. Public Sector Focus

3.4.1.	<b>Public Sector Contract Vehicles.</b> What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide facility management and/or related products and services to public sector entities under an exemption from the standard public sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle), and how much annual revenue your company generated through the contract(s) in each of the last three (3) calendar years?
National Cooperative Purchasing Agreement (NCPA) Established 6/30/2020. \$0.00 in annual revenue to date. SMS has an agreement with Purchasing Cooperative of American (PCA) Expiring 11/2022. \$0.00 in annual revenue to date.	
3.4.2.	<b>Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?
HES total renenu amount is approximately \$47,000,000. 100% derived from educational instiutions	
3.4.3.	<b>Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?
0%	
3.4.4.	<b>Public Sector Strategic Growth Plan.</b> Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's revenue generated by sales to local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?

Please see the attachement Technical Proposal – HES – Section 3.4.4 – Go to Market – Strategic Growth Plan.PDF

### 3.5. Customer References

3.5.1.

Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Your references should include a mix of types and sizes of public sector entities such as municipalities, K-12 schools or schools districts, and colleges and universities. Each reference should include:

- Customer name and location;
- Customer contact person and their title, telephone number, and email address;
- A brief description of the products and services provided by your company;
- Customer relationship starting and ending dates; and,
- Notes or other pertinent information relating to the customer and/or the products and services your company provided.

Please see the attachement Technical Proposal – HES – Section 3.5 – References.pdf

### 3.6. Insurance Coverage

3.6.1.

**General Liability, Property & Automobile Insurance.** If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.

☒ Yes ☐ No

Please see the attachement Technical Proposal – HES – Section 3.6 – Sample Insurance Certificate.pdf

3.6.2.

**Employee Dishonesty – Members.** The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.

☒ Yes ☐ No

Click here to provide additional commentary, if necessary.

3.6.3.

**Third Party Employment Practice Liability – Members.** The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company,

☒ Yes ☐ No

	in an amount not less than \$1,000,000 per occurrence for each Equalis Group Member utilizing the Program.	
Click here to provide additional commentary, if necessary.		

## Section 4. Products and Services

### 4.1. Products & Services

4.1.1.	<b>Product Description(s).</b> Provide a detailed description of the products you are offering as a part of your proposal.
Full service custodial services, facilities maintenance, grounds and landscaping management	
4.1.2.	<b>Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.
None	
4.1.3.	<b>Customized Offering.</b> Describe how you are able to customize the program offering to Equalis Group Members.
Please see the attachement Technical Proposal – HES – Section 4.1 – Products and Services.pdf	
4.1.4.	<b>Service(s) Description.</b> Provide a detailed description of the services you are offering as a part of your proposal.
Please see the attachement Technical Proposal – HES – Section 4.1 – Products and Services.pdf	
4.1.5.	<b>Differentiators.</b> Describe what differentiates your company's products and services from your competitors.
Please see the attachement Technical Proposal – HES – Section 3.1 -Company information and executive summary.pdf	

### 4.2. Additional Features

4.2.1.	<b>Value Add.</b> Describe any other features or capabilities relating to facility management that would improve or enhance your proposal offering. Your response may include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
Please see the attachement Technical Proposal – HES – Section 4.2 Additional features.pdf	

### 4.3. Additional Offerings

4.3.1.	<b>Other Capabilities.</b> Identify and describe any other products and/or services your company offers <u>outside</u> the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <b>Attachment B – Cost Proposal</b> in accordance with the directions provide in <b>RFP Section 2.3 - Cost Proposal &amp; Acceptable Pricing Formats</b> .
HES provides a cleaning process that covers requirements for COVID. First all surfaces are deep cleaned, then disinfectant is applied a variety of ways, then the disinfectant is wiped off. Unique or special COVID cleaning, such as spraying busses/driver ed vehicles, are outside of the scope and pricing would be negotiated within the cost per square foot or hourly rates included in our RFP response to Equalis.	

## 4.4. Warranty

4.4.1.	<p><b>Warranty.</b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment as instructed in <u>Section 2.3</u> of this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. How long is the warranty? Please indicate, and describe if applicable, if there are any optional extended warranty coverage available to Members. How does your warranty coverage compare to that of your competitors? Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.</p>
<p>Each customer provides a scope of work - what we are required to do, how, and when. Our management staff and education partners perform periodic inspections to evaluate our performance. The HES team and the partner have access to these scores. Any scores that fall below preestablished expectations will trigger an immediate response for correction. These results are also reviewed during Periodic Performance Reviews (PPR) twice per year, quarterly or as often as our client requires. In addition to the inspections, our management team provides performance surveys to principals and higher education stakeholders to complete performance evaluations that provide positive feedback and outline areas of improvement.</p>	
4.4.2.	<p><b>Claims.</b> Describe your warranty claims process.</p>
<p>The supplies and equipment provided to the education client belong to HES and are warranted by our suppliers. If we have problems our vendors repair or replace the item, but this does not involve the customer as the provision and maintenance of this equipment is HES' responsibility. If a service/performance issue is not resolved through our escalation process to the on-site manager, regional manager, senior VP and corporate leadership, the client can initiate a cure process by providing written notice of the breach. HES has 30 days to cure the breach. If not cured, client may provide 60 day notice of cancellation and may cancel at the conclusion of the 60 days if still not resolved.</p>	

## Section 5. Business Operations

### 5.1. Customer Service

5.1.1.	<b>Customer Service Department.</b> Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
Please reference answers in Q. 4.4. Customer service is handled directly by the assigned account manager and building supervisors. The escalation process is implemented by the client if not resolved locally. (Please see the attachment Technical Proposal – HES – Section 5.1 – Customer Service – Quality Assurance.pdf) CompuClean is a digital inspection tool that is used by our HES team members and may be set up for client use as requested. This is a no charge, value added service. Please see the attachment Technical Proposal – HES – Section 5.1 – Customer Service – Quality Assurance.pdf	
5.1.2.	<b>Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
If a service/performance issue is not resolved through our escalation process to the on-site manager, regional manager, senior VP and corporate leadership, the client can initiate a cure process by providing written notice of the breach. HES has 30 days to cure the breach. If not cured, client may provide 60 day notice of cancellation and may cancel at the conclusion of the 60 days if still not resolved. (Please see the attachment Technical Proposal – HES – Section 5.1 – Customer Service – Quality Assurance.pdf) Please see the attachment Technical Proposal – HES – Section 5.1 – Customer Service – Quality Assurance.pdf	
5.1.3.	<b>Product Returns.</b> Describe your product return policy and procedures.
Equipment (product returns) are handled by HES directly with the supplier.	

### 5.2. Order & Invoice Processing; Payment

5.2.1.	<b>Purchasing Options.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.
HES will be the single point of contact for supplies and equipment to administer the scope of services as required by the Member.	
5.2.2.	<b>Order Process.</b> Describe your company's proposal development and order submission process.
All proposals and order submissions will be handled by Sales and Marketing based out of Knoxville, TN. HES leadership works with the client to review standard scope of work and customizes the proposal and program to their specific needs. The additions or subtractions to the scope are reflected in our service agreement and the resulting price within the range of pricing.	
5.2.3.	<b>Invoice Process.</b> Describe your company's invoicing process.
HES will invoice the Member directly from our accounting department in Knoxville, TN	
5.2.4.	<b>Payment.</b> What is your standard payment terms? What methods of payment do your company accept?

Billing at beginning of the month. Net 30. HES accepts payments by check or electronic transfer.	
5.2.5.	<b>Financing.</b> Does your company offer any financing options or programs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
N/A	

### 5.3. Members Contracting for Services

5.3.1.	<b>Customer Set Up.</b> Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?
The Member needs to contact the sales representative, Russell Leboff, 804-380-7466, to set up proposal and contract.	
5.3.2.	<b>Customer Agreements.</b> Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and provide a response to question 6.3.3. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
We do have a standard customer agreement (contract). We have one that we adapt to the specific customer. The final contract will include additions and edits mutually agreed to by HES and the client. Copy provided.	
5.3.3.	<b>Contracting.</b> What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?
The sales representative will work with the Member on the contract. Typical length of term is a one year contract with four optional one year contract extensions. Contract execution takes approximately two weeks.	



## Section 6. Go-To-Market Strategy

### 6.1. Bidder Organizational Structure & Staffing of Relationship

6.1.1.	<b>Primary Point of Contact for Equalis Group.</b> Who is the individual that will serve as Equalis Group's primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual's name, title, a description of their role, and a resume or biography.	
Russell Leboff, VP of Business Development. For additional information please see Technical Proposal – HES – 6.1 – Organizational Structure.pdf		
6.1.2.	<b>Key Staff.</b> Provide the names, roles, and tenure with the company of other key staff members who will be working with Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.	
For additional information please see Technical Proposal – HES – 6.1 – Organizational Structure.pdf		
6.1.3.	<b>Organizational Chart.</b> Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.	
For additional information please see Technical Proposal – HES – 6.1 – Organizational Structure.pdf		
6.1.4.	<b>Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).	
For additional information please see Technical Proposal – HES – 6.1 – Organizational Structure.pdf		

### 6.2. Contract Implementation Strategy & Expectations

6.2.1.	<b>Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a piggybackable Master Agreement with Equalis Group to win and retain local government and educational institution business over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	
Our 5 year revenue goals ramp to over \$500M by year five front loaded with acquisitions years 1-2 for K-12 and higher education provider acquisitions. This will flip in the remaining 3 years with mostly organic growth and some acquisition growth by leveraging decades of relationships who want to and have been waiting to work with HES' leaders again without going through a labor intensive and costly procurement process by utilizing our Equalis contract if awarded. Once awarded HES will host kickoff and training calls with the sales leaders over the first two weeks after award. Training will include the Go to Market Plan in our proposal.		
6.2.2.	<b>Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement as compared to any other traditional sales process or cooperative contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HES will be a true partner. Our leadership team has a long history of a successful "family culture." Many of us are former educators, military, coaches who started as a frontline associate and worked into current leadership		

positions. HES has a culture and strong reputation for partnering with clients and vendors. We will participate in comarketing initiatives and utilize the Equalis opportunity in every possible opportunity. Our Go To Market Strategy at the conclusion of our proposal, outlines the plan in great detail. We will treat it like a “marriage” working hard to help each other get better for mutual success. Our team is incented to make profitable, high value proposals to our clients that allow both the Equalis member and HES to succeed in the partnership.

6.2.3.	<i>Revenue Objectives.</i> What are your sales revenue objectives in each of the five (5) years of the piggybackable Master Agreement?
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Year 1 \$5M, Year 2 \$8M, Year 3 \$12M, Year 4 \$16M, Year 5 \$20M
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## Section 7. Other Requirements

### 7.1. Administrative Fee & Reporting

7.1.1.	<b>Administrative Fee.</b> Equalis Group generates revenue as a percentage of the Winning Supplier's revenue from local government and educational institutions purchasing products and services from Winning Supplier through the piggybackable Master Agreement between the Winning Supplier and Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Equalis Group – Equalis Group only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Members. The Administrative Fee for this Program is two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Equalis Group Members. Confirm that, if selected as the Winning Supplier of this RFP process, Bidder agrees to this Administrative Fee structure.	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate
The HES definition of revenue does not include education clients' mandated employee wages and associated payroll taxes .		
7.1.2.	<b>Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 <sup>th</sup> of each month and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting requirement. If your company cannot meet this reporting requirements schedule, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HES will provide audited reporting directly from our CFO showing our price to the customer, all revenue received, less HES labor and associated costs, our gross margin, and fees paid to Equalis on the gross margin.		



**RFP # COG-2110**

## **Facility Management Products, Services & Solutions**

**Presented To:**

**The Cooperative Council of Governments  
On Behalf of Equalis Group  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Submitted via Bonfire  
November 19, 2020 at 4:00 PM EST**

**Presented By:**

**HES Facilities LLC, d/b/a SMS  
Russell Leboff, VP Business Development  
9202 S. Northshore Drive, Suite 202  
Knoxville, TN 37922  
804.380.7466  
RLeboff@hesfacilities.com**

**Electronic Copy**

November 19, 2020



The Cooperative Council of Governments  
On Behalf of Equalis Group  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Regarding: RFP # COG-2110 – Equalis Group: Facility Management Products, Services & Solutions

Dear Proposal Review Team,

Thank you to the Cooperative Council of Governments (CCOG) for considering HES Facilities LLC, for the provision of facility management products, services, and solutions to current and future members of Equalis Group. We understand and applaud the desire Equalis Group Members have for safe, well maintained, and properly managed school Equalis Group Member facilities and the surrounding grounds. We are honored for the opportunity to compete for a partnership.

We believe we are the best fit for Equalis Group Members due to our unmatched leadership and experience in education facilities management and operations. HES offers our services to school districts and higher education across the country.

By partnering with HES, dedicated managers will be in the schools daily, with additional regional and senior management in the buildings and on-site frequently to further support the operations. We understand education facilities and their specific needs and customize our program to those special requirements. Equalis Group Members can count on our unwavering commitment to provide clean, safe, well maintained facilities and grounds for all members who partner with HES. From community involvement to daily deep cleaning, you can always count on us to put Equalis Group Members 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.

HES will ensure a well-managed, smooth transition, allowing the Equalis Group Member to focus on other critical needs. By working closely with Equalis Group Members' facilities leadership, HES will provide a best-in-class facilities management 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 HES is indeed the company most qualified and capable of meeting and exceeding Equalis Group Member expectations.

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

Sincerely,

A handwritten signature in blue ink that reads "J. Russell Leboff". The signature is stylized and fluid.

J. Russell Leboff

Vice President Business Development

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### **3.6 Sample Insurance**

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### **5.1 Customer Service – Quality Assurance Program**

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### **Proposal Summary – Attachment B Cost Proposal**



## **HES Purpose Statement**

HES was founded on the principle of building the best facility services company in America for education clients, our employees, and our shareholders. Our purpose is to partner with education to provide the schools and colleges we serve, clean, attractive, and safe environments for learning. HES provides excellent quality at a fair price, which results in a best-in-class facilities services program. Our values include:

- ✓ Serving customers in such a way as to earn their ongoing respect, trust, and confidence
- ✓ Treating customers, suppliers, peers, and employees with integrity and fairness
- ✓ Being a good corporate citizen by contributing to the social and economic well-being of each community in which we operate
- ✓ Aspiring to be the most respected company in our industry



## 3.1 Executive Summary

### A Culture of Partnership

HES Facilities LLC, received your request for a proposal for facility management products, services, and solutions. Unlike providers who are involved with many different products and service solutions, and within multiple market sectors, HES only provides facilities management services, and we only do it for K-12 and higher education. 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 and staff. 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 member partner, focusing on one common goal - to provide a safe, clean, appealing learning environment for students and staff.

Upon notification of contract award, HES will utilize experienced management and start up teams to survey and inspect the Equalis Group Member locations, while also establishing contact with the stakeholders and staff. HES will use this opportunity to compile a list of current Equalis Group Member endorsed employees in order to maintain the current staff who have brought a positive work ethic and high level of experience to the Equalis Group Member and now to the HES team.

The proposed pricing in this response is based on the required pricing as outlined in the RFP and incorporates the highest anticipated costs an Equalis Group Member may encounter. It is understood that each Equalis Group Member will have varying needs and we are willing to negotiate to the exact specifications of each Equalis Group Member outside of the proposed price ranges. HES can customize a facilities management program to fit each Equalis Group Member's needs and budget.





## 3.1 Executive Summary

### The HES Difference

HES is no stranger to the facility management industry. We are confident that our comprehension of education facility cleaning, grounds services and building maintenance will meet and exceed the Equalis Group Member's expectations.

While the facility management services industry trends towards large corporations growing even larger through merger or acquisition, HES 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, staff and education facilities who rely on us for daily service. HES was established with the sole emphasis and goal to be the facilities management firm of choice for education partners.

We believe school facility management is significantly more challenging and detailed than traditional commercial property management, often offered by larger industry providers. With the single focus on education facilities, HES has experienced significant success and praise from existing education clients, whom we encourage you and your evaluation team to contact. Please contact our references and hear the HES difference for yourself.



## 3.1 Company Background



### Company History - About HES

HES Facilities LLC, is a privately held business, headquartered in Knoxville, Tennessee with additional offices in Nashville, Tennessee, and regional locations and partnerships across the Southeast and soon to be across the country. HES acquired SMS Facilities, LLC in 2020. SMS was founded in 2007 and in 2016 was joined 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. Together with HES, our company has further strengthened 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. Communication, collaboration, and responsive staff are the keys to our effective, efficient facilities management program.

The HES management team has decades of combined leadership experience in the contract cleaning and maintenance industry, with an emphasis on school facilities. Through our experience, we have the knowledge and capability to start up large and small programs, while maintaining a structured operation. HES is sponsored and backed by Nautic Partners, LLC who provides significant resources and support to our company.

### 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 Equalis Group Member serves. We understand the most important aspect of a school system is **its students**. We get it.



## 3.1 Company Background

### Decades of Experience

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

HES 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 Equalis Group Member community and corporate leadership engaged and active with Equalis Group Member 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 an Equalis Group Member 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.

### Partner for Education

HES is proud to support various education associations. As a daily facility service provider to nearly 300,000 students, teachers, and administrators, HES is committed to being a true partner for education.

#### Certifications, Associations & Organizations:

- National School Boards Association (NSBA)  
National Association of College and University Business Officers (NACUBO)
- National School Plant Management Association (NSPMA)
- American Association of School Administrators (AASA)
- Community College Business Officers (CCBO)
- International Sanitary Supply Association (ISSA)
- International Facility Management Association (IFMA)
- Janitorial Cleaning Services Association (IJCSA)



## 3.1 Company Background



### Who is HES?

#### Why is HES more successful than other service providers?

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 HES apart is the management structure and commitment to our employees and to our client. Each HES 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 custodial services program?

**School districts and higher education across the country are asking the same question.** The contracted services industry, specifically as it pertains to K-12 and higher education 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 facilities management, lose their focus on customers. **The majority of their resources and attention are focused on commercial office cleaning, aviation, and multiple other verticals. HES only serves education.**

#### How is HES different?

HES is different in many ways. Our core business purpose is to provide students and staff with a safe, clean, healthy learning environment. We do not just clean your facilities; we process the locations with proven standard operating procedures. You will not hear us say what we cannot do. We will tell you what we can do, and we will do it. If we do not, we will make it right. We are not perfect, but we learn from our mistakes. We will not nickel and dime you for every little request because we provide a fair price allowing us to keep critical resources in your program. HES is the most responsive company offering custodial and grounds services. We support our employees with a serve the server attitude. We have never lost a client for poor performance.

#### Why choose HES over other providers?

HES 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 or the people, and then offers sub-par performance.** We provide a fair price, a great work environment, very responsive leadership, great value, and very satisfied education partners.

## 3.1 Company Background

### Ask Our Education Partners

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

- Metropolitan Nashville Public Schools, TN (Formerly with GCA / ABM)
- Hamilton County Public Schools, TN
- Paulding County Schools, GA (Formerly with Aramark)
- Beaufort County School District, SC (Formerly with GCA/ABM)
- Hardin County Schools, TN (Formerly with GCA/ABM)
- Lauderdale County Schools, TN (Formerly with GCA/ABM)
- Jackson-Madison County Schools, TN (Formerly with GCA/ABM)
- Weakley County Schools, TN (Formerly with GCA/ABM)
- Maury County Schools, TN (Formerly with GCA/ABM)
- Dickson County Schools, TN (Formerly with GCA/ABM)
- Wilson County Schools, TN (Formerly with GCA/ABM)
- Williamson County Schools, TN (Formerly with GCA/ABM)





### 3.4.4 Go to Market - Strategic Growth Plan

#### The HES Go to Market Strategy is All About Our Culture

HES Facilities LLC is unlike other service providers who are involved with a vast number of vendors and suppliers in multiple market sectors with enormous corporate client lists, a global presence, and many who are based outside of the U.S. and who all too often, lose track of the internal and external partners who have been critical to their success. HES is a U.S. based company that answers to its clients and its employees, and while experiencing significant growth in a short period of time, we have not, and will not forget those who have contributed to our success. You will always feel like a valued partner.... Because you are. We will set aggressive business goals and work diligently to meet and exceed them.

HES is proud to maintain a manageable number of strategic and trusted relationships to share ideas and best practices, and, to mutually promote each company. We work hard with these business partners to build strong vendor, supplier relationships promoting our partners to current and prospective clients while they reciprocate those efforts with their member base. Our mutual goal is to have each entity in the partnership grow and develop into a best-in-class organization. HES only provides facilities management services for custodial, facilities operations management, and groundskeeping services. We only support K-12 and higher education, and we look for partners who can assist us in achieving our purpose statement while we in turn help them achieve theirs.

HES has worked with cooperative procurement partners in the past with mixed results. We are looking for the following qualities in our partner that we believe we too possess.

- ✓ A sincere partnership culture – not just talk, we “walk the walk”
- ✓ Ultra-responsiveness to our partner
- ✓ Proactive behavior
- ✓ Organized, good planning, and strategic
- ✓ Dedicated to excellence
- ✓ Accountability



### 3.4.4 Go to Market - Strategic Growth Plan

Once selected as an Equalis Group Member vendor, HES will announce its new found partnership through multiple media venues to include emails, direct mail, social media, conferences, co-sponsorships, our website, and word of mouth via the sales and operations teams. We will also work to exchange current client lists and contact information for cross marketing and client communications.

The HES Business Development representatives will encourage potential clients to utilize Equalis Group as a purchasing vehicle to obtain HES products and services. We will actively promote the opportunity to work through Equalis Group to complete important procurement projects.

We will communicate the advantages offered by Equalis Group to include:

- ✓ A free service to the member, and an easy process for membership
- ✓ A prudent, efficient, competitively bid, legally procured, Equalis Member contract
- ✓ An efficient, cost effective procurement process saving time and money
- ✓ A contract that is flexible, consistent, and innovative
- ✓ A completely documented process
- ✓ Members work directly with Vendors
- ✓ Available to all schools and government entities in the U.S.
- ✓ The Equalis Group Member remains in control and can utilize the HES supplemental contract to ensure their needs are met



### 3.4.4 Go to Market - Strategic Growth Plan



#### Program Launch for Call for Equalis Group & HES Leadership

Purpose: Establish plan for successful partnership & design Go-to-Market Plan.

Desired Outcome: develop a clear understanding of how to maximize the value of this partnership, establish Go-to-Market Plan, and define next contract launch action items, including: securing HES sales rep contact list, sharing point of contact information, and scheduling HES training of Equalis Sales, Marketing & Reporting teams.

Proposed Agenda & Discussion Points for Launch:

1. Equalis Group and HES introductions & overview **(Equalis)**
2. HES introductions & overview **(HES)**
3. Key Master Agreement contract terms (e.g., pricing structure, term, admin fees, limitations) **(HES)**
4. Assessment of cooperative agreement experience **(HES)** [if applicable]
5. HES's typical process for deploying a new cooperative agreement **(HES)** [if applicable]
6. HES's sales organization structure and compensation model **(HES)**
7. Discuss target customers **(HES)**
8. Define and agree to Master Agreement HES sales revenue objectives **(Equalis & HES)**
9. How will our sales organizations engage? **(Equalis & HES)**
10. Identify collateral and content to develop **(Equalis & HES)**
11. Develop 12-month GTM Plan action calendar including next actions, who is responsible, and timeframes **(Equalis & HES)**
12. Operational considerations **(Equalis & HES)**
13. Open forum **(Equalis & HES)**
14. Next actions, who is responsible, and timeframe **(Equalis & HES)**

**We are ready!**



## 3.5 Letters of Recommendation

Purchasing Department  
1320 West Main Street, Suite 202  
Franklin, Tennessee 37064-3700  
Phone (615) 472-4010  
Fax (615) 595-4869  
[www.wcs.edu](http://www.wcs.edu)



September 1, 2020

To whom it may concern,

This brief statement is simply to share with you our history and experience with HES Facilities (formerly) Southern Management Services (SMS). Williamson County Schools is a public K – 12 school system located about 25 miles south of Nashville. We employ about 5,400 staff and serve approximately 41,000 students. We serve a growing mix of suburban and rural communities with 51 schools spread out over a 500 square mile county. Williamson County's demographics incorporate a largely affluent and educated cross-section. We have been working with HES (formerly SMS) since June of 2015 for comprehensive, outsourced custodial services. The contract term is a five-year award with a sixth-year extension. This is a turnkey outsourced program – that requires the awarded vendor to provide turnkey, 100% comprehensive - all necessary custodial products, materials, supplies, equipment, labor, supervisory management, and background checks. I am delighted to report that HES Facilities has consistently provided turnkey, quality, cost effective results. The service provided by HES is especially noticeable and critical during the challenges that we face – due to Covid-19 prevention in our public schools. WCS most certainly values our partnership with HES. Not only do they provide efficient, quality service but in order to receive the award, HES (formerly SMS) was vetted thru a very rigorous & competitive RFP process. Their pricing is fair, effective, and competitive. Our RFP award was actually split between two custodial providers and HES (SMS) was awarded 24 schools in the north zone of WCS comprising Franklin, Cool Springs, Nolensville, and Brentwood.... I can say without reservation that HES and their management team – consistently meet or exceed our demands and expectations. Their program has resulted in streamlined quality and savings thru responsible, fixed pricing. I have been involved with contracting outsourced custodial service for over 20 years. It has been our experience, that some custodial vendors only render the bare, minimum basics in order to simply “get by”. We prefer and tend to champion – experienced providers who possess a deeper understanding of value-added service and commitment combined with industry and relationship wisdom. It is this type of relationship that can be a genuine game changer in the world of outsourced custodial service – for public school districts! The daily work that HES performs is integrally woven into the fabric of our operations. So, it is not lightly that I say HES' relationship with WCS has evolved from vendor to that of a trusted and dependable partner! We have a base of over 450 vendors, and this is a compelling plateau for a vendor to achieve this level of success with WCS. I believe that HES is driven and competent to perform well throughout the remainder of the contract. I highly recommend HES for your school system's outsourced custodial needs. I trust you will be just as pleased.

Best Regards,  
Kirk Elliott  
WCS Purchasing Mgr.  
615-472-4011  
[kirke@wcs.edu](mailto:kirke@wcs.edu)

“

***I am delighted to report that HES Facilities has consistently provided turnkey, quality, cost effective results. The service provided by HES is especially noticeable and critical during the challenges that we face – due to Covid-19 prevention in our public schools.***

**Kirk Elliott,  
Williamson County Schools**



”

### 3.5 Letters of Recommendation

WILSON COUNTY SCHOOLS  
Mickey Hall  
Deputy Director of Schools



415 Harding Drive, Lebanon TN 37087  
Tel : (615)444-3282  
Fax : (615) 449-3858

August 21, 2020

To Whom It May Concern:

The Wilson County Board of Education has contracted with HES to provide cleaning services to all of our facilities. HES has been diligently working to provide a high level of quality and streamlined services to ensure our facilities are to the standard of cleanliness we expect. We have found the staff of HES to be very reliable and thorough in their duties, as well as cooperative and flexible when meeting our needs and schedule.

In conclusion, Wilson County Schools is very pleased with the service HES has provided and would recommend them to anyone needing to contract with an outside vendor for the services they offer.

Sincerely,

Mickey Hall  
Deputy Director of Schools

“

***HES has been diligently working to provide a high level of quality and streamlined services to ensure our facilities are the standard of cleanliness we expect.***

**Mickey Hall,  
Wilson County Schools**

**HES**  
FACILITIES MANAGEMENT

”

---

*"Excellence in all we do!"*

## 3.5 Letters of Recommendation



### **CHEATHAM COUNTY SCHOOL DISTRICT** *Achieving Excellence Together*

**Director of Schools - Cathy Beck, Ed.D**

102 Elizabeth Street • Ashland City, TN 37015 • Phone: 615.792.5664 • Fax: 615.792.2551

**Communication • Consistency • Relationships • Service**

August 25, 2020

David Helton  
Helton Education Services  
9202 S. Northshore Drive, Suite 202  
Knoxville, TN 37922

Re: HES Letter of Recommendation

To Whom It May Concern:

This letter is to express our satisfaction with Helton Education Services (HES), and highly recommend them as a facility management service provider for your school district.

For the past few years I have worked with HES and can say with confidence, they are by far the easiest to work with and most capable services provider we have ever had. After going through a rebid process for our janitorial services, HES was the best choice for our district. In fact, their management team and their proposed approach to our janitorial services needs blew the competition away.

Throughout our working relationship HES has consistently provided a full-service program that has not only saved our school district money but has also improved the overall cleanliness of each facility. Our previous vendor often cut corners and waited to be instructed to perform tasks; however, HES has really grasped the fact that school cleaning is far different and more detailed than traditional cleaning. From student sickness to event cleanups, they are there as our partner whom we trust, and we do not say that lightly.

I am happy to recommend HES and would encourage you to consider them for janitorial services in your school district as well.

Sincerely,

Tara Watson, Ed. D  
Chief Operations Officer  
Cheatham County School District  
(615) 792-5664

“

***After going through a rebid process for our janitorial services, HES was the best choice for our district. In fact, their management team and their proposed approach to our janitorial services needs blew the competition away.***

**Tara Watson,  
Cheatham County Schools**

**HES**  
FACILITIES MANAGEMENT

”

[www.CheathamCountySchools.net](http://www.CheathamCountySchools.net) • [www.CheathamAchieves.com](http://www.CheathamAchieves.com) • Twitter: @CCBOE

Cheatham County School District does not discriminate on the basis of age, sex, race, color, creed, religion, national origin or handicap in the operation of its educational programs and activities including employment practices

## 3.5 Letters of Recommendation



The Paulding County School District officially began its partnership with SMS in September of 2019. Any service transition is challenging, especially one during the school year. SMS has been responsive to concerns and have worked to meet our expectations. We both continue to work collaboratively to make this a successful partnership.

Don Breedlove  
Executive Director of Safety & Operations  
Paulding County School District  
7-AAAA Executive Comm. Rep/Secretary

“

***HES/SMS has been responsive to concerns and have worked to meet our expectations.***

**Don Breedlove  
Paulding County School District**



”



## 3.6 Sample Insurance Certificate



### CERTIFICATE OF LIABILITY INSURANCE

5/8/2021

DATE (MM/DD/YYYY)

5/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> HES Facilities, LLC 1477605 9202 S Northshore Drive, Suite 202 Knoxville TN 37922		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Company of America <b>INSURER B:</b> Travelers Property Casualty Co of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25666 25674	

**COVERAGES** **CERTIFICATE NUMBER:** 16747794 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	P-660-8P189484-TIA-20	5/8/2020	5/8/2021	EACH OCCURRENCE \$ <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>\$300,000</b> MED EXP (Any one person) \$ <b>\$5,000</b> PERSONAL & ADV INJURY \$ <b>\$1,000,000</b> GENERAL AGGREGATE \$ <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>\$2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BA-8P209254-20-43-G	5/8/2020	5/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>\$1,000,000</b> BODILY INJURY (Per person) \$ <b>XXXXXXXX</b> BODILY INJURY (Per accident) \$ <b>XXXXXXXX</b> PROPERTY DAMAGE (Per accident) \$ <b>XXXXXXXX</b>
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	UB-8P20880A-20-43-G	5/8/2020	5/8/2021	EACH OCCURRENCE \$ <b>\$5,000,000</b> AGGREGATE \$ <b>\$5,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CUP-8P209358-20-43	5/8/2020	5/8/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ <b>\$1,000,000</b> E L DISEASE - EA EMPLOYEE \$ <b>\$1,000,000</b> E L DISEASE - POLICY LIMIT \$ <b>\$1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability: \$1,000 Property Damage deductible

#### CERTIFICATE HOLDER

16747794

For Informational Purposes Only

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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## 4.1 Standard Cleaning Procedures

### 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
- 24" pretreated dust mop
- Vacuum cleaner
- High duster, cloth, 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.
- 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 Equalis Group Member 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.



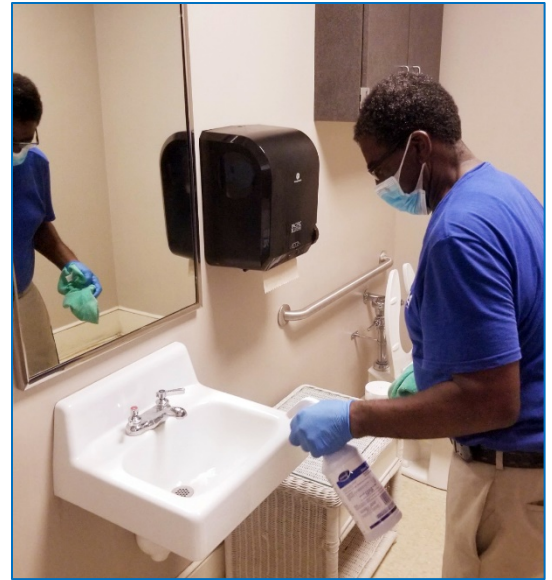


## 4.1 Standard Cleaning Procedures

### 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

## 4.1 Standard Cleaning Procedures

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.



## 4.1 Standard Cleaning Procedures

### 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.



## 4.1 Standard Cleaning Procedures

### 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.



## 4.1 Standard Cleaning Procedures

### 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.

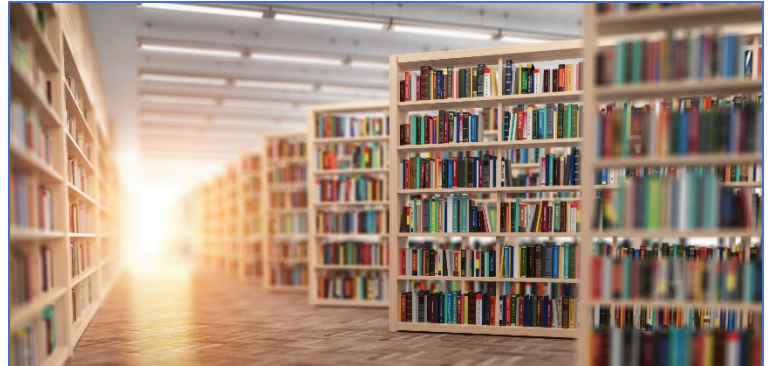


## 4.1 Standard Cleaning Procedures

### 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 Equalis Group Member 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.



## 4.1 Standard Cleaning Procedures

### 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.



## 4.1 Standard Cleaning Procedures

### 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.



## 4.1 Standard Cleaning Procedures

### 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.

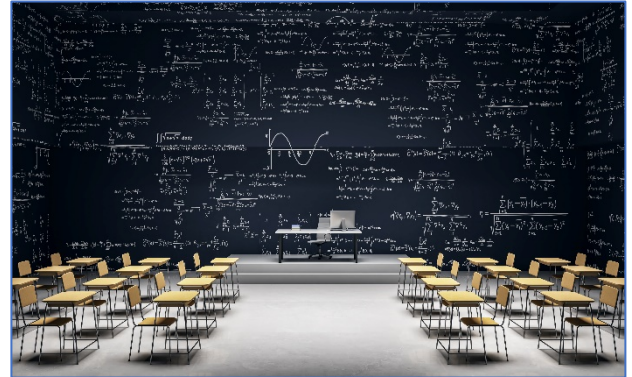


## 4.1 Standard Cleaning Procedures

### 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 Equalis Group Member 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.

## 4.1 Standard Cleaning Procedures

### 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.





## 4.1 Standard Cleaning Procedures

### 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.



## 4.1 Standard Cleaning Procedures

### 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.

## 4.1 Standard Cleaning Procedures

### 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.



## 4.1 Standard Cleaning Procedures

### 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.

## 4.1 Standard Cleaning Procedures

### 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

## 4.1 Standard Cleaning Procedures

### Performance Assessment

HES will utilize industry standards, proven benchmarks, and trend reports in determining performance goals and Key Business Indicators with our Equalis Group Member partners.

We will utilize inspection and evaluation tools to determine our performance as it relates to actuals versus identified targeted results. These will be established with the Equalis Group Member partner.

These resources for the standards and benchmarks include APPA (Association of Physical Plant administrators) and American School and University (ASU) Magazine among other sources to include HES subject matter experts and our decades experience reviewing our results and evaluating our performance for schools and higher education facilities we serve.

APPA conducts studies annually that result in a Facilities Performance Indicators (FPI) Report that is published annually and free to the public at their website.



## 4.1 Standard Cleaning Procedures

### APPA's Five Levels of Clean

The following is a summary of key indicators for each of APPA's five levels of cleanliness. The lower the score higher the level of cleanliness. They can be translated into percentage scores. These conversions are not from APPA. See link below for origination. You can establish yours.

<https://www.orangeqc.com/blog/convert-appa-scores-to-percentages/>

<p><b>Level 1</b></p> <p>• APPA Level 1: 89–100%</p>	<p><b>Level 1—Orderly Spotlessness indicators</b></p> <ul style="list-style-type: none"> <li>Floors and base molding shine and/or are bright and clean; colors are fresh.</li> <li>There is no buildup in corners or along walls.</li> <li>All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean.</li> <li>Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.</li> <li>Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.</li> </ul>
<p><b>Level 2</b></p> <p>• APPA Level 2: 77–88%</p>	<p><b>Level 2—Ordinary Tidiness indicators Same as Level 1 with the following exceptions</b></p> <ul style="list-style-type: none"> <li>There can be up to two-days build-up of dust, dirt, stains, or streaks on floors and base molding</li> <li>Dust, smudges, and fingerprints are noticeable on vertical and horizontal surfaces odor free.</li> </ul>
<p><b>Level 3</b></p> <p>• APPA Level 3: 65–76%</p>	<p><b>Level 3—Casual Inattention indicators</b></p> <ul style="list-style-type: none"> <li>Floors are swept or vacuumed clean, but upon close observation, there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.</li> <li>There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base molding.</li> <li>All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean.</li> <li>Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.</li> </ul>
<p><b>Level 4</b></p> <p>• APPA Level 4: 53–64%</p>	<p><b>Level 4—Moderate Dinginess indicators</b></p> <ul style="list-style-type: none"> <li>Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a noticeable buildup of dirt and/or floor finish in corners and along walls.</li> <li>There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.</li> <li>All vertical and horizontal surfaces have conspicuous dust, dirt, marks, smudges, and fingerprints. Lamp fixtures are dirty, and some lamps (up to 5 percent) are burned out.</li> <li>Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.</li> </ul>
<p><b>Level 5</b></p> <p>• APPA Level 5: 0–52%</p>	<p><b>Level 5—Unkempt Neglect indicators</b></p> <ul style="list-style-type: none"> <li>Floors and carpets are dull, dirty, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.</li> <li>All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.</li> <li>Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.</li> <li>Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.</li> </ul>



## 4.1 Proposed Custodial Supplies & Equipment

### Supply Distribution Partnership

As a partner with the Equalis Group Member and the surrounding community, HES desires to utilize qualified and capable suppliers and will make a good faith effort to work with MWBE suppliers when possible.

HES 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. HES, 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.

### Proposed Cleaning Products

Manufacturer	Name and Description
Spartan Chemical	Tropical Airlift 13
Spartan Chemical	Clean by Peroxy
Spartan Chemical	Damp Mop 8
Spartan Chemical	X-Effect Non-Alkaline Disinfectant Cleaner
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



## 4.1 Proposed Custodial Supplies & Equipment

### Custodial Equipment

HES plans to invest in all new equipment for each project as well as company vehicles. HES has strong, established relationships with industry-leading supply, chemical and raw material manufacturers that share our commitment to excellence. This affords us cost control advantages and provides you with several distinct advantages:

- Best quality products available at the best possible prices
- Cost control due to our ability to negotiate with our suppliers
- Access to new products and concepts that save time while increasing productivity
- Personal attention when it comes to problem solving for you and managers
- Increased safety because our employees are thoroughly trained and familiar with the equipment, as covered under the Training section of this proposal
- Reduced training time and expense because we limit the types of equipment used
- Most equipment that we will utilize on your sites can be repaired within 24 hours by our trained managers or area manufacturers' representatives



## 4.1 Proposed Custodial Supplies & Equipment

### Sample School Equalis Group Member Equipment List

Manufacturer / Description
44 Gallon Brute Barrel & Dolly
Advance 2400D Air Mover Floor Fan
Utility Tilt Truck 1 CU.YD
Mop Bucket/Wringer Combo
Brute Maids Caddy
Rubbermaid Wet Floor Sign
Carlisle Janitor's Cart
Sanitaire Upright Commercial Vacuum
Agility Backpack Vacuum
ET610 Carpet Spot Cleaner
Advance VL500 Wet/Dry Vac
Advance Pacesetter Low Speed 20" 175 rpm
StoneKor Eagle Propane Strip Machine
Advance PBU 27" Propane Burnisher
Advance SC900 Auto Scrubber 28" / 32"
Advance PBU 21" Propane Burnisher
ES400 Carpet Extractor
Advance SC500 Auto Scrubber 20"
Advance High-Speed Electric Burnisher 20"



## 4.1 Facilities Operations & Maintenance

### A Customized Operations Maintenance Program

#### It begins with an Operations Maintenance Analysis (OMA) for All Locations

HES can design an efficient and effective Facilities Operations Maintenance (FOM) program that is customized for each facility. Before beginning the design of that FOM program it is paramount that we have a thorough understanding of your current FOM situation prior, therefore, the first step will involve a complete analysis of each site.

1. First, we will need a **Building/Site List** that includes all assets requiring maintenance to include buildings, athletic facilities, recreation facilities (i.e. pool), physical plants, etc. It should include:
  - a. Building/Site name, description, and address
  - b. Total square footage
  - c. Year building was constructed
  - d. Building/site diagrams
2. **Maps of each campus** to include buildings and grounds.
3. **FOM Budgets for each building and site.** The line item budgets of interest for this exercise include:
  - a. A complete **organizational chart**
  - b. **Employee list:** titles, list of licenses/credentials, designation as hourly, administrative or management with wages and all associated payroll costs including benefits cost per position, benefit load, job descriptions and qualifications
  - c. **Maintenance Supply List:** uniforms and PPE, safety supplies, OM supplies, HVAC, plumbing, electrical, painting, locks, general repair supplies
  - d. **Current OM vendor contracts** to include HVAC, plumbing, electrical, building locks/entry access, waste management, safety, PPE, generators, pest control, painting, elevators, water treatment and energy management – need description of scale and scope of work and agreement terms and conditions.
  - e. **Utilities** including electrical, water/sewer, natural gas, propane, oil, solar, wind, other
4. **A Computerized Maintenance Management System (CMMS)** is critical to efficient work order management. What to consider: which system is being utilized and is being fully utilized? Are all OM assets inventoried and tagged? Are PMs being completed on schedule?
5. **Strategic Capital Improvement Plan (CIP)** – Is there a CIP in place? Who developed the plan? Has it been updated recently? Obtain copy of plan and budget.
6. **Building Automation System** – is there one in place, if so which system? Are all locations utilizing the system? Are you happy with the system – open to a different system?
7. **Comprehensive Asset List** – Includes: CMMS inventoried equipment, other PM equipment, vehicles, lifts, Gators, etc.

Once HES receives the OMA, they will utilize the information to determine any missing pieces, obtain that information, and complete the comprehensive analysis that will ultimately lead to the HES FOM program for the Equalis Group Member, whether college, university or K-12 schools.

The program plan includes memorializing standard operating procedures (SOP), operating protocols and all building systems for a completely customized site management plan.

The site management plans are retained at each corresponding site at the administrative office, with copies to HES FOM leadership, technicians and Equalis Group Member points of contact as determined.

## 4.1 Facilities Operations & Maintenance

These plans are critical to the successful transition, start up and ongoing maintenance operations and are updated regularly as determined by HES and Equalis Group member leadership.

Site specific FOM plans optimize HES staff productivity and improve quality and timeliness of work completed. These hardcopy manuals and electronic versions not only assist the HES staff, but they provide a valuable resource to Equalis Group member leadership, facilities directors, service technicians, emergency personnel, architects, construction, insurance providers, safety, and other ancillary service providers.

These plans memorialize site data that is often lost or not recorded during the historical management of site and building operations. Information included: site name, location, contacts, dates of construction and renovation, system descriptions, safety protocols, emergency plans, site/building diagrams, assets, emergency shut-offs, associated PM tasks.

The HES FOM program will include maintenance for the following building/site requirements:

<ul style="list-style-type: none"><li>• HVAC Systems</li><li>• Air Filters</li><li>• Supply System</li><li>• Thermostats</li><li>• Ventilation</li><li>• Exhaust Fans</li><li>• Air Quality/Safety</li><li>• Exhaust Fans</li><li>• Boilers</li></ul>	<ul style="list-style-type: none"><li>• Temperature</li><li>• Waste Management</li><li>• Lighting</li><li>• Carpet Repair</li><li>• Structural</li><li>• Pest Control</li><li>• Elevator</li><li>• Vehicles</li><li>• Heavy Equipment</li></ul>	<ul style="list-style-type: none"><li>• Safety</li><li>• Electrical</li><li>• Plumbing</li><li>• Safety and Security</li><li>• Fire</li><li>• Sanitization</li><li>• Chillers</li><li>• Cooling Towers</li></ul>
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HES is currently evaluating several systems for OM work orders and we can utilize our systems, your system, currently being used, or any other system preferred by the Equalis Group Member. HES uses **CompuClean** as covered in the training section of this proposal for Custodial level requests.

**HES can customize a Facilities Operations and Maintenance (OM) program that fits the Equalis Group Member's needs. Some of the other services offered include:**

- HVAC systems all types including, roof mount units, central plant, cooling tower maintenance, filters, motors, programed control units.
- Automated systems for HVAC and Security/Fire alarms.
- Filtration systems
- Plumbing systems, potable water units, sewage treatment plants, facility and grounds piping to the tap as applicable.
- Electrical Systems for Solar, Battery Storage and Backup, Emergency Generators & other.
- Lighting

## 4.1 Facilities Operations & Maintenance

- Analysis of facility equipment for energy consumption and maintenance for repair and replacement Energy Saving and Facility Financing Options
- Electrical Vehicle Charging Systems
- O&M Option for Job Order Contracting JOC (Construction)





## 4.1 Facilities Operations & Maintenance

### Staffing Analysis

HES will utilize industry standards, proven benchmarks, and trend reports in determining proposed staff.

Some of the resources for the standards and benchmarks are often provided by APPA (Association of Physical Plant administrators) and American School and University (ASU) Magazine among other sources to include HES subject matter experts and our decades experience analyzing and staffing schools and higher education facilities.

APPA conducts studies annually that result in a Facilities Performance Indicators (FPI) Report that is published annually and free to the public at their website.

<https://www.appa.org/wp-content/uploads/2020/04/Web-Report-2019.pdf>

2018-19 Facilities Performance Indicators Report

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Questions	2014	2015	2016	2017	2018	2019
# of Participants	327	284	287	267	254	255
GSF Maintained	3,885,200	4,168,067	4,076,753	4,415,764	3,405,391	3,234,820
CRV	1,128,926,293	1,216,004,151	1,127,566,636	1,245,628,912	1,369,835,580	1,656,329,842
CRV per GSF	361.19	376.78	378.49	396.61	390.88	431.69
Facilities Exp/GIE	6.35%	5.80%	6.12%	5.98%	5.43%	5.80%
Custodial Cost per GSF	1.43	1.41	1.45	1.46	1.56	1.54
GSF per Custodian	35,049	34,899	35,502	35,638	35,967	36,629
Grounds cost per acre	\$5,487.79	\$5,406.82	\$5,400.08	\$5,481.87	\$5,552.86	\$6,081.79
Acres per Grounds FTE	17.30	18.09	17.70	17.28	18.16	18.09
Maintenance Cost per GSF	\$1.70	\$1.63	\$1.67	\$1.78	\$1.39	\$1.84
GSF per maintenance FTE	72,929	72,183	75,375	75,753	79,838	79,523
Energy cost per GSF	\$2.46	\$2.31	\$2.35	\$2.06	\$2.19	\$2.16
BTU per GSF	129,722.29	119,961.16	123,696.68	113,710.72	97,818.97	122,540.41
Average Age of Buildings	33.32	33.87	33.96	34.62	34.85	34.49
Useful Life of MCB	56.80	56.19	54.53	54.32	47.04	55.29
Building Age Ratio	59.45%	60.28%	62.05%	62.68%	62.26%	61.26%
Total Cost of Ownership	20.69	20.85	21.01	22.15	22.84	22.98
FCI	10.59%	12.20%	11.58%	12.08%	12.89%	12.34%
Needs Index	16.83%	17.02%	17.48%	17.85%	20.25%	20.76%
Minimum Investment	1.92%	1.96%	2.00%	2.03%	2.00%	1.96%
Actual Investment	1.52%	1.38%	1.98%	2.07%	2.20%	2.90%
Customer Rating	4.512	4.606	4.545	4.518	4.524	4.568
Employee Rating	4.234	4.217	4.277	4.256	4.200	4.248
Training/work hours	1.42%	1.36%	1.27%	1.47%	2.16%	1.46%
% Internal Candidates	36%	35%	35%	34%	22%	31%

### APPA's Five Levels of Maintenance Service Descriptions

The following is a summary of key indicators for each of APPA's five levels of maintenance. The lower the score higher the level of cleanliness. They can be translated into percentage scores. (\*) These conversions to percentages are not from APPA. See link below for origination. You can establish your own.

<https://www.orangeqc.com/blog/convert-appa-scores-to-percentages/>

## 4.1 Facilities Operations & Maintenance

### **Level 1: Showpiece Facility \*89-100%**

Maintenance activities appear highly focused. Typically, equipment and building components are fully functional and in excellent condition. Service and maintenance calls are responded to immediately. Buildings and equipment are regularly upgraded, keeping them current with modern standards and usage.

### **Level 2: Comprehensive Stewardship \*77-88%**

Maintenance activities appear to be somewhat organized, but they remain people dependent. Equipment and building components are usually functional and in operating condition. Service and maintenance calls are responded to in a timely manner. Buildings and equipment are regularly updated, keeping them current with modern standards and usage.

### **Level 3: Managed Care \*65-76%**

Maintenance activities appear to be somewhat organized, but they remain people dependent. Equipment and building components are mostly functional, but they suffer occasional breakdowns. Service and maintenance call response time are variable and sporadic without apparent cause. Buildings and equipment are periodically upgraded to current standards and usage, but not enough to control the effects of normal usage and deterioration.

### **Level 4: Reactive Management \*53-64%**

Maintenance activities appear to be somewhat chaotic and are people dependent. Equipment and building components are frequently broken and inoperative. Service and maintenance calls are typically not responded to in a timely manner. Normal usage and deterioration continue unabated, making buildings and equipment inadequate to meet present usage needs.

### **Level 5: Crisis Response \*≤52%**

Maintenance activities appear chaotic and without direction. Equipment and building components are routinely broken and inoperative. Services and maintenance calls are never responded to in a timely manner. Normal usage and deterioration continue unabated, making buildings and equipment inadequate to meet present usage needs.

## 4.2 Recruiting, Hiring, & Documentation

### Human Resources are Key to Success

HES will utilize its human resources startup 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 HES management team. Habitual tardiness, and callouts are not tolerated. In the event of an unexpected outage, call-out, or planned time off, HES uses a pool of existing floater employees, and willing on call employees who work within the locations to fill vacancies. On average, approximately 30% of HES employees register to be an on-call employee. The applicant pool for new team members will be managed offsite from the operation, at the HES 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 oversite and managed placement on recruiting websites, Equalis Group Member websites, 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 HES office.

- All applicants will be screened, hired, and orientated by onboarding specialists and management personnel.
- Each employee is eligible to participate in the HES employee recommendation program. Current HES 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.
- HES will recruit from current employees, social media, recruitment centers, goodwill industries, veteran's services, references from customers, newspaper ads, magazine ads, and company reputation.
- HES typically pays higher wage rates than the industry average to attract and retain quality personnel. This is proven by our minimal turnover rates.

“

*HES/SMS did a wonderful job planning prior to their official takeover date and began work as scheduled on their first official day. HES/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, TN**

”



**HES**  
FACILITIES MANAGEMENT

## HIRING EVENT

**First Shift Custodians Needed**

**3 DAYS - 3 LOCATIONS**

WEDNESDAY JULY 29TH 10AM — 6PM	THURSDAY JULY 30TH 8AM — 3PM	FRIDAY JULY 31ST 8AM — 3PM
Lookout Valley Middle/High School 1751 Lookout High St. Chattanooga, TN 37419	Snow Hill Elementary 9042 Cancer Lane Collierville, TN 37033	East Ridge High School 1520 Bennett Road East Ridge, TN 37412

PER THE STATE OF TENNESSEE & HAMILTON COUNTY MANDATE,  
ALL APPLICANTS MUST WEAR FACE MASKS TO HIRING EVENT

Please bring proper ID required to verify employment eligibility to work in the US in order to complete your ID  
(please refer to list of acceptable documents found at <https://www.dhs.gov/e-verify>)

Employment is contingent upon the successful completion of our background check and fingerprint clearance

HES, an HES Facilities Company is an Equal Opportunity Employer (EEOE). Qualified applicants are considered for employment without regard to age, race, color, religion, sex, national origin, sexual orientation, disability or veteran status.

[www.hesfacilities.com](http://www.hesfacilities.com)

## 4.2 Recruiting, Hiring, & Documentation

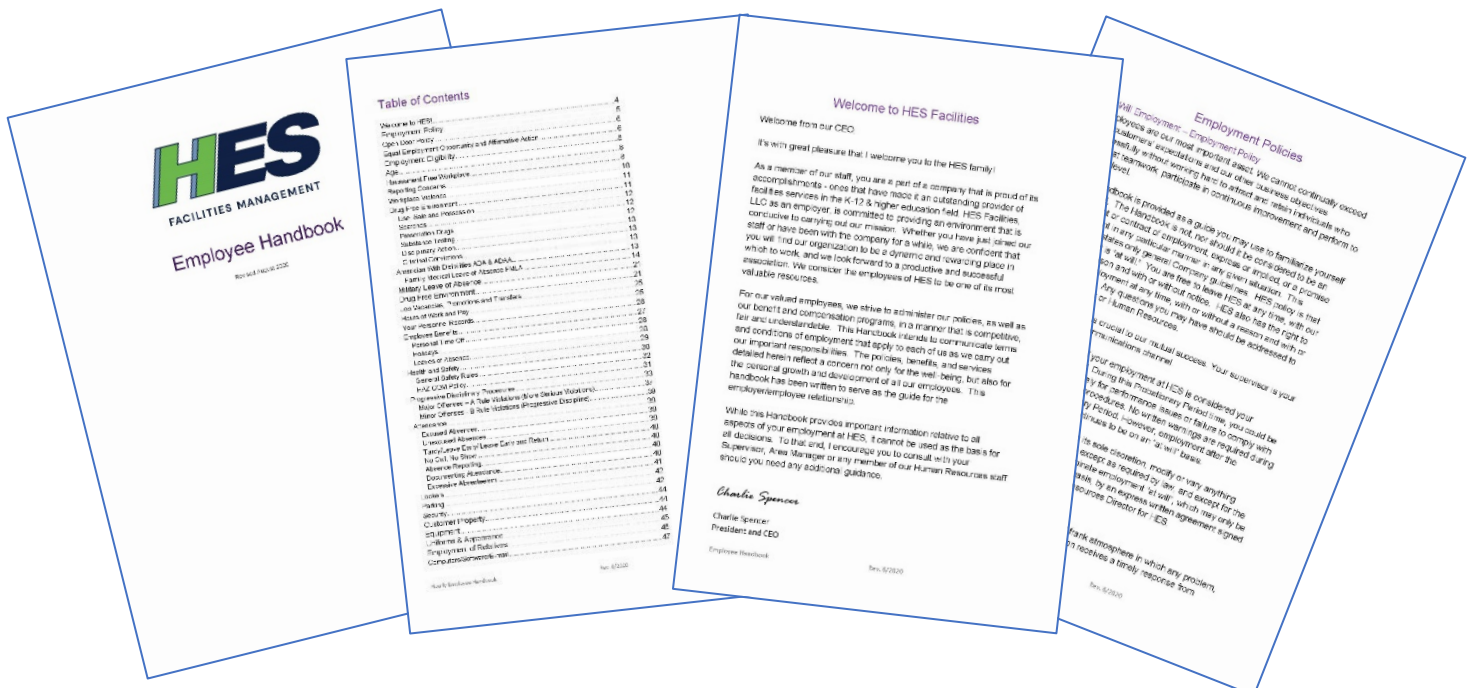
### Drug Free Workplace

HES 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, **HES** strictly prohibits the consumption, selling, possession, or purchase of any alcoholic beverage or controlled or illegal substance on the premises of the Equalis Group Member’s 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 **HES** 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 employees 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.





## 4.2 Recruiting, Hiring, & Documentation

### Uniforms and Identification Badges

HES 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 shall always wear the company smock or shirt on the job site. Employees shall 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 shall be worn while on school premises.

### HES offers employees:

**Incentives:** Referrals Bonuses, Gift Cards, Appreciation Events

### Benefits Available 30+ Hours:

- Health
- Vision
- Dental

**Communication:** Manager/Corporate Support

**HES Benefit Plan Guide** available upon request

### Training & Recognition

### Employee of the Month / Year

**Eligible employees may participate in the following:**

- 401K (after year of employment)

**Vacation Pay**





## 4.2 Recruiting, Hiring, & Documentation



### Staffing Summary

HES will provide comprehensive custodial services and full staffing to each facility from the time the shift begins until each facility is locked and secured for the evening. HES 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. With this understanding, our operation will provide gap free coverage between the day and night shift personnel.

HES will provide employees for each facility who are qualified and capable of performing numerous tasks. Our goal is to identify current and future employees who are the best fit for each position. Cross-training of specific duties will be part of the monthly training practices, so that the entire HES 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.

HES 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 HES partnerships, our staffing can be modified 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. HES understand the unique nature of school facility cleaning. For this reason, the account manager 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 HES Account Manager will serve as the direct point of contact for each building administrator, Equalis Group Member leadership, and the custodial team.

HES will offer employment to any existing staff recommended by the Equalis Group Member administrators, contingent upon satisfactory pre-employment criminal background results and final approval by the Equalis Group Member officials. Additionally, preference will be given to any current employee who desires a position with HES, provided, a satisfactory recommendation is provided by Equalis Group Member administration.

## 4.2 Recruiting, Hiring, & Documentation

### Absenteeism

HES 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.

HES always overstaffs its roster with floating custodial, grounds and maintenance employees who are available to serve as relief staff to cover for absenteeism. As positions become vacant, these floating staff members are inserted on a permanent basis and additional floaters are onboarded for future coverage and vacancies. With the current job market at a record high level, HES recognizes the importance of employee recruitment and retention. HES has an in-house recruiting coordinator and onboarding specialist who constantly sources viable candidates for the 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 more time to the operational duties within the Equalis Group Member facilities.

In respect to the staffing by facility, HES will meet the requirements of the Equalis Group Member, and will propose 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, or other issues impacting their ability to work an assigned, scheduled shift.



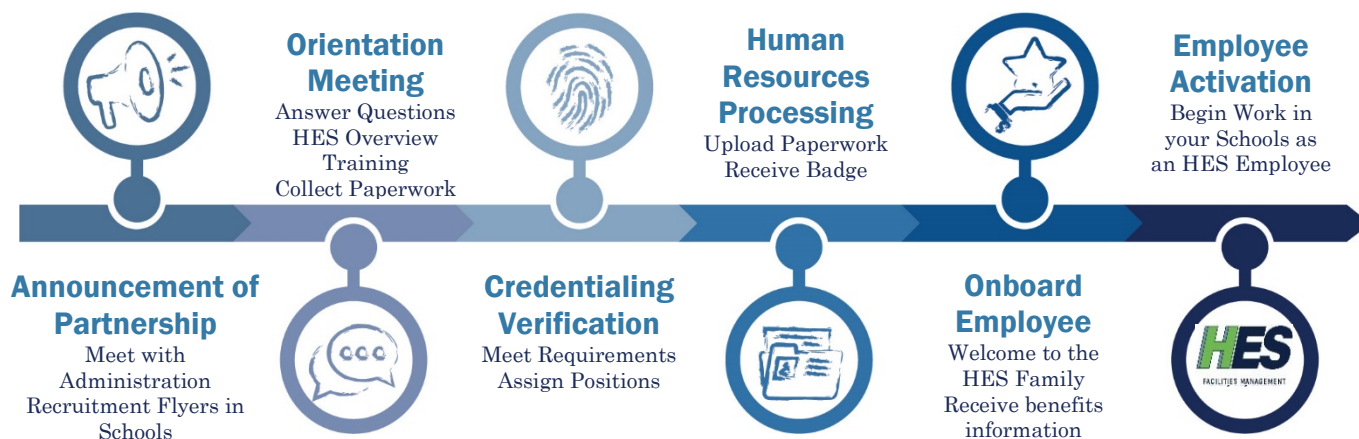
## 4.2 Transition Plan

### A Thoughtful, Seamless Change

HES will begin the process of planning the transition approach for the partnership upon selection by an Equalis Group Member. The HES Senior Vice President (SVP) of Operations will lead the pre-transition, startup, and daily operation for HES for the Equalis Group Member. Our SVPs are k-12 and higher education facility industry veterans, with decades of experience and specific knowledge of large-scale startup operations and onboarding of K-12 schools and colleges across the country. These leaders have held numerous leadership titles in the industry and will serve the Equalis Group Member as the senior HES point of contact for the operation. The area's Senior VP will work with Regional Managers and Transition Managers, as well as the assigned Account Manager, to transition the program.

Upon award notification, these leaders, along with additional members of the HES transition support team will meet with the Equalis Group Member 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 HES so that they will have confidence and comfort knowing their career is stable. Based on experience, we anticipate retaining the current staff members who are recommended for employment by the Equalis Group Member. Any positions vacated or added to the operation will be filled from local area candidates.

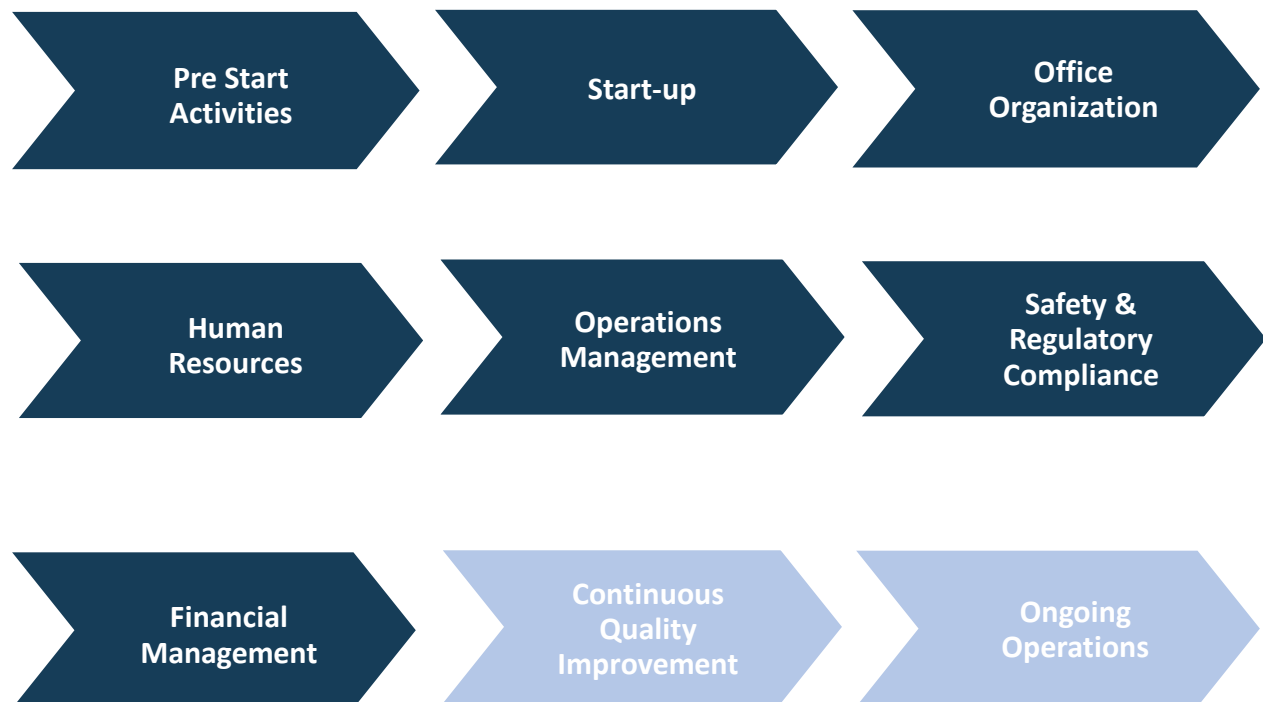
HES will hold a series of career fair/walk-in job interviews throughout the Equalis Group Member's community and will simultaneously have career opportunities posted on social media, hiring websites, recruitment offices, career centers, goodwill, veteran services, and other means of recruitment. All employees will be properly evaluated, and background checked prior to beginning service within their respective locations. The current HES 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.



## 4.2 Transition Plan

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

Our Transition Chart, will be updated weekly and available for review, provides a layout of tasks and assignments to include:



## 4.2 Transition Plan

Tasks and Assignments	Projected Initiation Date
<b>Pre-Start Activities</b>	
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 locations	Week 1
Distribute Open Application Flyer to ALL locations	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

## 4.2 Transition Plan

<b>Start Up</b>	
Meet with staff to discuss transition	Week 1
Schedule weekly briefings with Equalis Group Member liaison	Week 1
Prepare weekly review for Equalis Group Member 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 Periodic Performance Review Meetings	Week 1/ On-going
Establish Area Mgr.'s area of responsibility	Week 2/ On-going

<b>Office Organization</b>	
Establish and secure location of office	Week 1
HES Forms and Manuals/Set Up Filing System	Week 1

<b>Human Resources</b>	
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

<b>Operations Management</b>	
Receive equipment/supplies distribution.	Week 1
Obtain current annual calendar from Equalis Group member	Week 1
Initiate monthly reporting to administration.	Week 2/ On-going
Review SDS sheets.	Week 1/ On-going
Implement logbooks	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



## 4.2 Transition Plan

<b>Implement Safety / Regulatory Compliance</b>	
Have SDS Sheets available for Staff and Nurse	Week 1/ On-going
Safety rules reviewed with and issued to employees.	Week 2/ On-going
Assure staff has PPE	Week 1/ On-going
Locate and have available HazMat communications for staff	Week 1/ On-going
Locate and have available spill management program and procedures.	Week 1/ On-going

<b>Financial Management</b>	
Review proposal and contract	Week 1/ On-going
Create budget and tracking system.	Week 2/ On-going
Meet with transition team to review budget	Week 2/ On-going
Adopt payroll procedures	Week 2/ On-going
Approval of invoices	Week 3/ On-going
Develop invoice routing process	Week 3/ On-going
Implement Purchase Order Tracking System	Week 2/ On-going
Start weekly and monthly labor and variance reporting.	Week 2/ On-going
Meet with all vendors.	Week 1/ On-going

<b>Continuous Quality Improvement</b>	
Initiate monthly reporting structure	Week 2/ On-going
Initiate monthly activity report for Client using software and survey forms.	Week 2/ On-going
QA scores reviewed and corrected with staff members.	Week 2/ On-going
Initiate customer satisfaction program	Week 2/ On-going
Begin running work order status and action taken by account summary.	Week 3/ On-going

## 4.2 Custodial Training Program

### 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 (Need to fix gap/formatting)
- 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

HES 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.

## 4.2 Custodial Training Program

### Skills that contribute to:

- Ensuring the organization is effective and successful by taking on responsibility for the implementation of an appropriate strategy that allows organization to easily adapt
- 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.

### Employee Training during Start-up at Newberry County Schools, SC



## 4.2 Custodial Training Program

### 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 HES' 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.



## 4.2 Custodial Training Program

### 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	<b>Glass Cleaning</b>	48	<b>Wall Spotting</b>
24	Graffiti Removal	49	Window Washing
25	Reporting of Injuries	50	Windowsills and Ledges

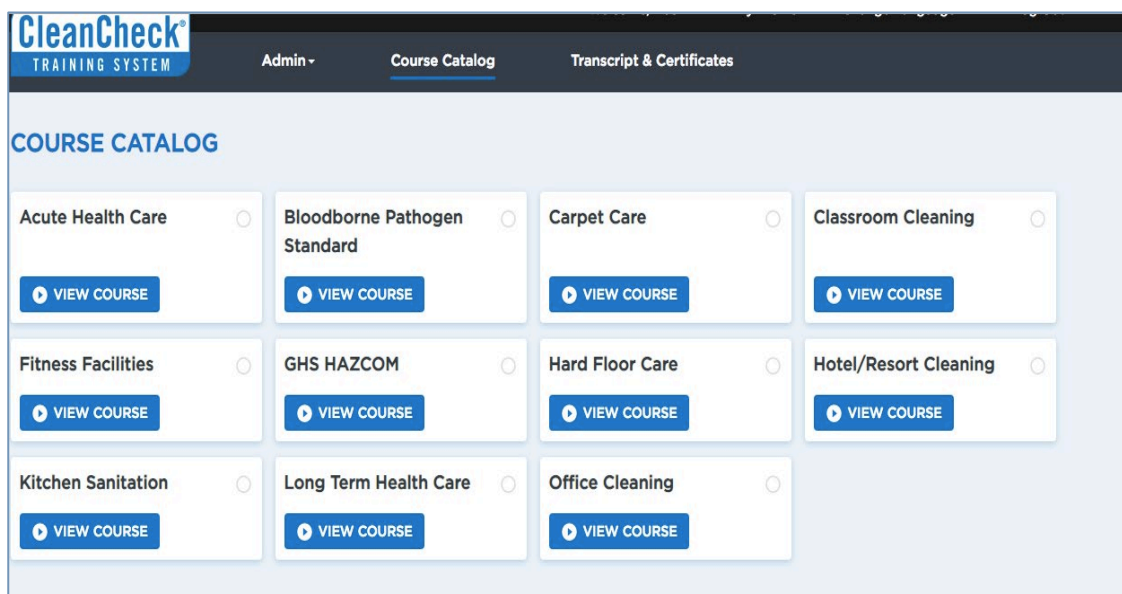
### HES/SMS Disinfection Team training at Hamilton County Schools in Chattanooga, TN



## 4.2 Custodial Training Program

HES 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 follows on the following pages.

### Sample Training Certifications:





## 4.2 Custodial Training Program

### 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.

## 4.2 Custodial Training Program

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.

## 4.2 Custodial Training Program

### 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 the solution X-EFFECT. X-EFFECT is a non-alkaline disinfectant cleaner concentrate specially designed to clean and disinfect high-gloss floors, restrooms, and other non-porous surfaces. At 2 oz. per gallon X-EFFECT kills 99.9% of bacteria in 30 seconds. Suitable for clean-ups per the Bloodborne Pathogen Standard, X-EFFECT kills Hepatitis C Virus (HCV), Hepatitis B Virus (HBV), and HIV-1 (AIDS Virus).
- 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 disinfectant 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 disinfectant 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.**



## 4.2 Custodial Training Program

### 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. HES 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 HES companies operate
  - all employees and subcontractors of HES 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 HES'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
- Identification of signage and warning barriers



## 4.2 Custodial Training Program

- 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.





## 4.2 Custodial Training Program



# CleanCheck<sup>®</sup>

training made simple<sup>™</sup>

CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment. Complete with bilingual video tutorials, training manuals, on-the-job cards and testing tools, CleanCheck is a thorough program that trains employees and keeps you compliant.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service

## 4.2 Custodial Training Program

### CLEANCHECK® TRAINING SYSTEM

Your employees are your most valuable resources. To ensure quality workmanship, thorough and effective training is a must. Whether training existing employees or new hires, CleanCheck is the ultimate tool for instilling pride and professionalism, building confidence, minimizing complaints, and cost-effectively managing the talents of your workforce. Spartan's bilingual, web and DVD-based CleanCheck Training System makes fast work of administering instructor-led and self-directed training. CleanCheck modules cover basic and advanced topics for a variety of cleaning operations, including specialty facility areas. Plus, comprehensive Safety modules thoroughly demonstrate Bloodborne Pathogen Standards as well as OSHA Compliance. CleanCheck meets the requirements for the CIMS-GB Standard as well as CITS Advanced Standards. Online and hard copy testing adapts to both individual and group training situations. CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment.



#### TRAINING VIDEOS

The CleanCheck Training Videos provide step-by-step procedural instruction on cleaning specific areas in your facility. Each video module covers the cleaning process end-to-end, but is also offered in single chapters so specific tasks can be easily revisited or re-trained. Available in both English and Spanish, CleanCheck video modules also offer DVD or web-based viewing to meet the needs of your diverse and dispersed organization.

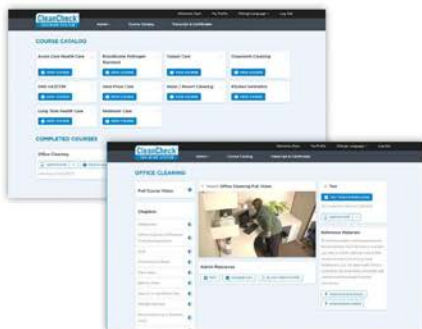


#### TRAINING MANUAL

The CleanCheck Training Manual includes detailed instructions on proper cleaning and procedures. Pages can be used as a handout during employee training, or a reference for employee training and re-training. As with all CleanCheck components, images and color-coded product categories reinforce the procedures taught in the instructional video modules.

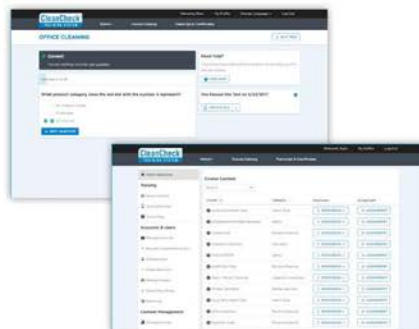
#### SIMPLE ONLINE ACCESS

##### COURSES



##### VIDEO TUTORIALS

##### WEB-BASED TRAINING



##### ACCOUNT MANAGEMENT

## 4.2 Custodial Training Program

### ON-THE-JOB CARDS

The CleanCheck job cards allow employees to perform each cleaning step with confidence when they're ready to clean by themselves. Housed with dual rings, you can easily separate and customize your card set based on which employees will need which job cards depending on their cleaning tasks. Employees can simply check off each step as it's completed with the provided erasable pen. CleanCheck job cards follow the procedural instructions covered in the video modules and manuals.



### COLOR-CODED PRODUCT CATEGORIES

CleanCheck utilizes color-coded product categories to identify which products are right for the job. Displayed as colored/numbered dots throughout the videos, cards, and manuals, CleanCheck includes corresponding stickers that can be applied to the actual product containers so there is a direct association between each chemical and the cleaning category identified in the training and CleanCheck job cards. This provides more assurance that the right product is used for each cleaning challenge.



### ONLINE TESTING, TRACKING, AND CERTIFICATION

When training is complete, you can reward employees for a job well done. Online testing is available and provides track-able results for each employee. Test questions focus on the basic concepts, while correct answers facilitate success and professional workmanship. Personalized certificates with employee name and area mastered are available upon completion of each module. These certificates can be printed for compliance documentation and presented to employees.





## 4.2 Custodial Training Program



### CLEANCHECK TRAINING SYSTEM ONLINE SUBSCRIPTION

**FREE**

The complete CleanCheck Training System is available online. View or print the modules and components that you need!



### THE BASIC CLEANCHECK TRAINING SYSTEM

**929000**

The CleanCheck training system includes everything you need to roll out the system full-scale. Includes a company-wide subscription to CleanCheck Online, Trainer Manual, DVD set, card sets, and five product sticker sets.



### CLEANCHECK TRAINER MANUAL

**929500**

Over 40 pages covering training tips, procedures, safety, products, support, and dispensing systems.

### CLEANCHECK CARD COLLECTIONS

**927000**

Basic Card Collections include eight areas (excludes Health Care, Education, Lodging/Hospitality, Kitchen Services, and Fitness Facilities) on 1" rings and an erasable pen connected to a heavy-duty 3" ring.



Restroom Care Cards

**927100**

Office Cards

**927200**

Carpet Care Cards

**927300**

Hard Floor Care Cards

**927400**

Health Care: Acute Care

**920300**

Health Care: Long Term Care

**927003**

Education Cards

**925000**

Safety: GHS Modified HazCom Cards

**934800**

Safety: Bloodborne Pathogen Standard Cards

**925300**

Lodging/Hospitality Cards

**927004**

Kitchen Services Cards

**927005**

Fitness Facilities Cards

**927006**

### CLEANCHECK DVD SERIES

**928000**

Includes the complete set of eight (excludes Health Care, Education, Lodging/Hospitality, Kitchen Services, and Fitness Facilities) CleanCheck instructional DVDs.



Restroom Care DVD

**928100**

Office DVD

**928200**

Carpet Care DVD

**928300**

Hard Floor Care DVD

**928400**

Health Care: Acute Care DVD

**920100**

Health Care: Long Term Care DVD

**928001**

Education DVD

**923800**

Safety: GHS Modified HazCom DVD

**932900**

Safety: Bloodborne Pathogen Standard DVD

**931100**

Lodging/Hospitality DVD

**928002**

Kitchen Services DVD

**928003**

Fitness Facilities DVD

**928004**



### ADDITIONAL OPTIONS

Color-coding sticker sheets (set of 5)

**927900**

Distributed By:



**Spartan Chemical Company, Inc.**

1110 Spartan Drive, Maumee, Ohio 43537

1-800-537-8990

www.spartanchemical.com

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## 4.3 COVID-19 Pandemic Cleaning Procedures

HES will partner with the Equalis Group Member to clean locations as part of their response to the COVID-19 pandemic. 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. HES facilities maintenance staff will act as a second line of defense for HVAC and ventilation systems to ensure optimum reduction of airborne risks to students and staff while alerting custodial staff to immediate needs for cleaning, disinfection, and wipe downs.

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	<div style="display: flex; flex-direction: column; align-items: center;"> <div style="background-color: red; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> <div>Disinfectant/Sanitizer</div> <div style="background-color: orange; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <div>All Purpose Cleaner</div> <div style="background-color: black; color: white; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">6</div> <div>Degreaser</div> <div style="background-color: yellow; color: black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center;">9</div> <div>Specialty Cleaner</div> </div>
2. Apply personal protective equipment (PPE)	
3. Gather supplies and prepare cleaning solutions	
4. Clean all soiled surfaces	
5. Apply appropriate Spartan disinfectant	
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!


 We protect our people.

800-537-8990 | [www.spartanchemical.com](http://www.spartanchemical.com) PROCEDURE 0002



## 4.3 Landscaping & Grounds Capabilities

Whether a school district or higher education campus, HES and its partners can provide a comprehensive, holistic, high quality groundskeeping and landscaping program for the Equalis Group Member school district or higher education partner. **It is a critical requirement as so much of the perception of your education facilities will happen from the curb to the front door. It is their first impression of you. Make it good.**

HES works with various local groundskeeping partners to ensure we design a program that is high value and customized to the education partner's needs. We utilize local, qualified resources and hire within the community to support the program and diversity goals for the Equalis Group Member by recruiting, vetting, and partnering with local disadvantaged lawncare and landscaping companies. We then train, develop and mentor these local partners to achieve best-in-class groundskeeping providers who deliver excellent results for the Equalis Group Member colleges, universities, and local k-12 schools we serve.

This local partnering effort allows us to further invest in the Equalis Group Member community by giving local businesses who would not typically have the resources to qualify for a partnership with the Equalis Group Member, an opportunity to do so, while further developing and improving their business operations.

HES provides strict supervision of the program and all accountability for the results. The Equalis Group Member has the burden of contract negotiations, renegotiations, discipline, all related costs, employee retention and staff shortages removed from their daily burden of the groundskeeping program management – now, you have a single point of contact, HES.

HES utilizes technology and an emergency response SOP to ensure effective communications with our partners going forward to ensure it is measured and that we are meeting Equalis Group Member key performance goals and urgent needs quickly and effectively.

What you can expect from HES...

- A best-in-class program saving the Equalis Group Member time, money, and administrative burdens
- Accountability for entire program from recruiting, hiring, training, to day to day management
- All staff and partners fully vetted: background checks, licenses, and insurance requirements
- Minimized risk and liability for workers comp, litigation, appeals, unemployment, insurance, etc.
- Training, development, and advancement
- Streamlined operations: one provider, one POC, one bill, one set of operating procedures
- High value pricing: Equalis Member pricing, volume discounts, efficiencies, cost avoidance
- A work order system and routine inspections
- Results that will meet and exceed your expectations



## 4.3 Landscaping & Grounds Capabilities

Proposed Schedule of Lawn Care Services -Option 1 - Per Bid Scope													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Lawn Maintenance													
Mowing and edging	2	2	2	4	4	4	4	4	4	4	2	2	38
Fertilization and weed control				1									1
Bed Maintenance													
Weed Control - Pre Emerge			1										1
Weed Control - Post Emerge	2	2	2	4	4	4	4	4	4	4	2	2	38
Shrubs and Pruning													
Shrub and Hedge Pruning			1			1				1			3
Shrub Fertilization			1										1
General Services													
Debris Blowing & Trash Pick up	2	2	2	4	4	4	4	4	4	4	2	2	38
Irrigation checks			1			1			1			1	4
Pine Straw													
			1				1						2

The chart above represents an example of what a schedule of scope and services by location may look like.

HES can customize a grounds program that fits the Equalis Group Member's needs. Some of the services offered include:

- **Basic Lawn Care Services** - per acre pricing to include mowing of all turf areas to species-appropriate height and frequency. Each service includes edging (sidewalks, curbs, and drives, and landscape beds), string trimming (inaccessible areas, pond edges, and fence lines), and debris cleanup after each service. Basic lawn care services will also include periodic maintenance of landscape beds, ornamental trees, and shrubs, and weed removal, to maintain a clean, professional appearance focused on the safety and security of the campus.
- **Fertilizer Application for Lawns** - per acre pricing for fertilizer application for lawns. At a minimum, fertilizer should be balanced for lawns containing three main elements at the rate of one-pound actual nitrogen per 1,000 sq. ft. and should be minimum of 20% slow release.
- **Annual or Semi-Annual Tree Services** – prices to be quoted based on total tree count and species to include all necessary equipment, including high-reach and debris removal.
- **Periodic Landscape Irrigation Checks and Repair Services**– Monthly “wet checks” priced based on the number of irrigation zones per site. Irrigation repair and service billed hourly for labor and cost-plus for parts and materials.
- **Periodic Landscape Irrigation Checks and Repair Services**– Monthly “wet checks” priced based on the number of irrigation zones per site. Irrigation repair and service billed hourly for labor and cost-plus for parts and materials.
- **Pre-Emergent Herbicide Application for Lawns** - per acre pricing application for lawns.
- **Post-Emergent Herbicide Application for Lawns** - per acre pricing application for lawns.
- **Lawn Aeration**
- **Premium Sport Field Fertilization** -Premium sports fields are those that require a higher level/more specialized level of care due to the type of activity of the field. Per acre pricing for fertilization applications annually. To include all necessary labor, supplies, equipment, and related materials.
- **Pre-Emergent Herbicide Application for Premium Sport Fields** - Premium sports fields are those that require a higher level/more specialized level of care due to the type of activity of the field. Per acre

## 4.3 Landscaping & Grounds Capabilities

pricing for pre-emergent application for premium sport fields. To include all necessary labor, supplies, equipment, and related materials.

- **Enhanced Lawn Care Services for Premium Sport Fields** - Premium sports fields are those that require a higher level/more specialized level of care due to the type of activity on the field. Per acre pricing is utilized for enhanced lawn care services for premium sports fields. Enhanced lawn care services are services required to provide professionally manicured sports fields for a clean, safe experience and includes all necessary labor, supplies, equipment, and related materials.
- **All Other Lawn Care Services**, per acre pricing or hourly for all other lawn care services based on service type. To include all necessary labor, supplies, equipment, and related materials.

### APPA's Five Levels of Lawncare Performance

## APPA\* Grounds Matrix

\* The Association of Higher Education Facilities Officers

Level	1	2	3	4	5
<u>Description</u>	State-of – the- Art	High Level	Moderate Level	Moderately Low Level	Minimum Level
<b>Turf Care</b>	Mowing < 5 Days , <1% Weeds	Mowing @ 5 Days , <5% Weeds	Mowing <10 Days , <15% Weeds	Low Freq. Mowing, Weed Control Limited	Very Low Freq. Mowing, Min. Weed Control
<b>Floral Plantings</b>	Extensive w/ Multiple Rotations	Many w/ 2 or more Rotations	Few w/ Only Perennials	None w/Few Perennials	None w/Few Perennials
<b>Surfaces</b>	Great Repair	Good Repair,	Repaired as Budget Allows	Repaired as Safety vs. Budget	Repaired Only as Safety Requirement
<b>Snow Removal</b>	Same Day < 0.5 inches	By Noon Following Day	Day After	Local Code Requirements	Local Code Requirements
<b>Litter Control</b>	1 x Day 7 Days/Week	1 x Day 5 Days/Week	2- 3 Times Per Week	Once per Week	On Demand

## 4.3 COVID-19 Pandemic Cleaning Procedures

HES will partner with the Equalis Group Member to clean locations as part of their response to the COVID-19 pandemic. 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. HES facilities maintenance staff will act as a second line of defense for HVAC and ventilation systems to ensure optimum reduction of airborne risks to students and staff while alerting custodial staff to immediate needs for cleaning, disinfection, and wipe downs.

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	
5. Apply appropriate Spartan disinfectant	6 Degreaser
6. Wipe or rinse surfaces	
7. Inspect work	9 Specialty Cleaner
8. Clean and return supplies	
9. Remove PPE	
10. Thoroughly wash hands	

©2020 Spartan Chemical Company, Inc. 00029

Certified

# DISINFECTION SPECIALIST

 **Spartan**

 *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!

800-537-8990 | [www.spartanchemical.com](http://www.spartanchemical.com)

 **Spartan** WE PROTECT OUR STUDENTS

PROCEDURE 0002



## 4.3 Landscaping & Grounds Capabilities

Whether a school district or higher education campus, HES and its partners can provide a comprehensive, holistic, high quality groundskeeping and landscaping program for the Equalis Group Member school district or higher education partner. **It is a critical requirement as so much of the perception of your education facilities will happen from the curb to the front door. It is their first impression of you. Make it good.**

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## 5.1 Quality Assurance Program

### Quality Control and Client Feedback

HES 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 HES 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, HES will generate detailed reports, graphs, pictures, notes, and quality trends for the previous quarter and provide this information to the Equalis Group Member's point of contact during the Periodic Performance Review meetings (PPR). 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 Equalis Group Member is indeed receiving the level of service necessary and required.

HES 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.

### Administrator Feedback

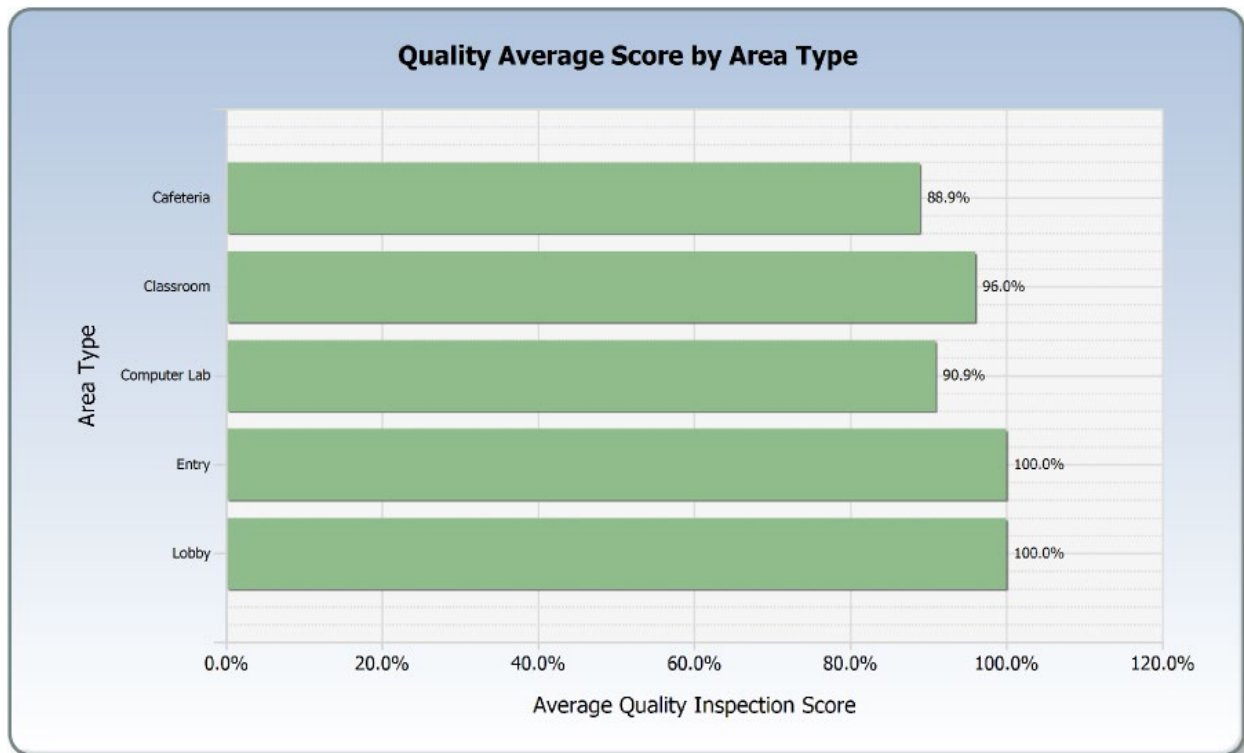
HES is committed to providing a consistent, honest, and effective level of quality and communication across the Equalis Group Member's locations. An honest assessment from each facility administrator is valuable in: rewarding employees who are achieving high levels of quality, identifying areas needing 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, HES will distribute online Equalis Group Member 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 graphs and quality scores, such as the examples provided, which are examples of what the results will look like for the Equalis Group Member. Also, attached is a completed Principal Report Card survey and an in-house administrated survey from a current K-12 school client. HES will utilize similar feedback tools for higher education.

### Provides:

- Open lines of communication with all principals, administrators, and the Equalis Group Member leadership is key
- Daily site visits and inspections 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 improvement
- Follow up with principals on areas of needed improvement from the monthly surveys with implementation of a well-developed plan

**Please see sample CompuClean reports from example surveys on the following pages.**

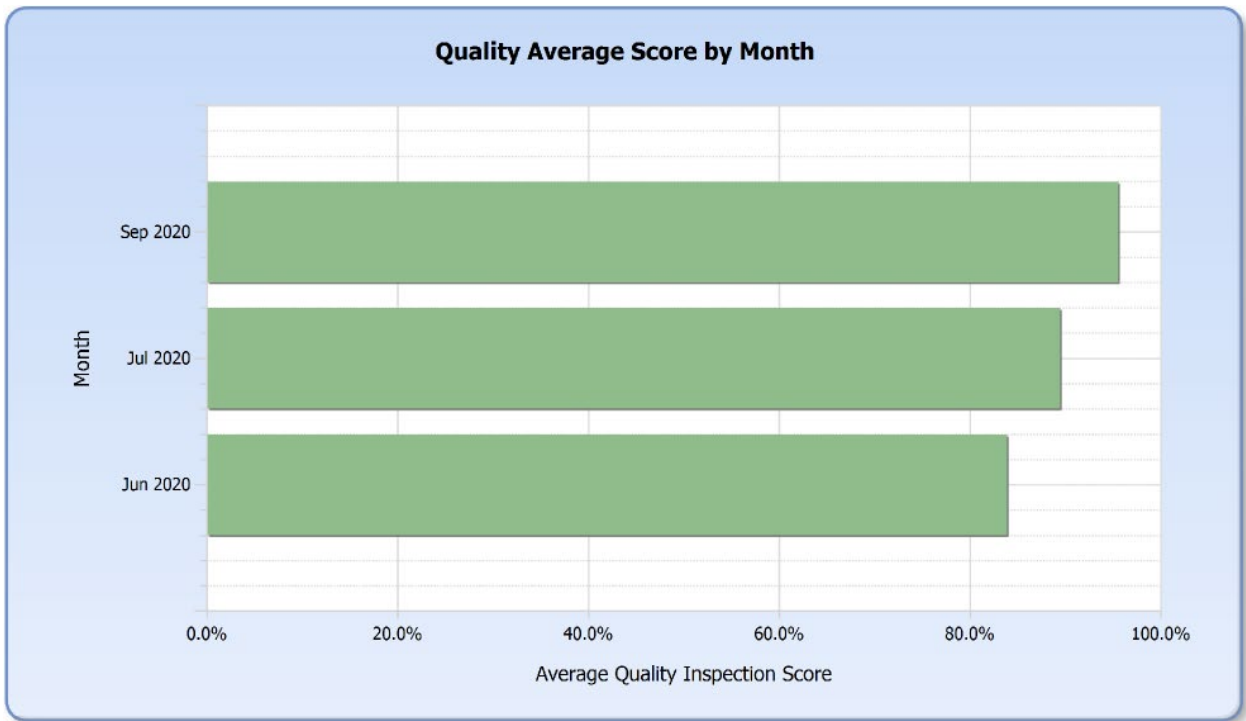
## 5.1 Quality Assurance Program



**Quality Average Score by Area Type**

Area Type	Inspection Count	Average Grade
Cafeteria	1	88.9%
Classroom	5	96.0%
Computer Lab	1	90.9%
Entry	1	100.0%
Lobby	1	100.0%
<b>Total</b>	<b>9</b>	<b>95.5%</b>

## 5.1 Quality Assurance Program



**Quality Average Score by Month**

Year	Month	Inspection Count	Average Grade
2020	Sep 2020	9	95.5%
	Jul 2020	2	89.4%
	Jun 2020	2	83.9%
Total		13	92.8%



## 5.1 Quality Assurance Program



Description	Inspection Count	Points Earned	Average Grade
Computers	1	1 / 1	100.0%
Desks	6	5 / 6	83.3%
Doors and Door Frames	9	9 / 9	100.0%
Floors	9	8 / 9	88.9%
Furnishings	9	9 / 9	100.0%
Lights	9	9 / 9	100.0%
Tables and Chairs	1	1 / 1	100.0%
Trash Receptacles	9	7 / 9	77.8%
Vents	9	9 / 9	100.0%
Walk off Mats	1	1 / 1	100.0%
Walls	9	9 / 9	100.0%
Water Fountains	1	1 / 1	100.0%
White Boards	6	6 / 6	100.0%
Windows	9	9 / 9	100.0%
<b>Total</b>	<b>88</b>	<b>84 / 88</b>	<b>95.5%</b>

## 5.1 Quality Assurance Program



### Helton Education Services

9202 S. Northshore Drive  
knoxville , Tennessee 37922  
865-888-9244

### Quality Inspection Details Report

Date Range: 9/3/2020 - 9/3/2020

<b>Grade:</b> 90%	<b>Building:</b> Brottman Hall	<b>Account:</b> Education Demo
<b>Insp. Date:</b> 9/3/2020 12:25 PM	<b>Room Id:</b> Education Center	<b>Inspector:</b> Admin
<b>Sequence #:</b> 183	<b>Area Type:</b> Classroom	<b>Employee:</b>
<b>Shift:</b>	<b>Floor Type:</b> Carpet	<b>Supervisor:</b>
<b>Insp. List:</b> Classroom	<b>Floor Level:</b> 1	<b>Cost Center:</b>

Inspection Item	Weight	Score	CA Status	Detail Code	Comment
Floors	1	0		-	Trash left behind door in room 103.
Walls	1	1		-	
Furnishings	1	1		-	
White Boards	1	1		-	
Desks	1	1		-	
Doors and Door Frames	1	1		-	
Windows	1	1		-	
Vents	1	1		-	
Lights	1	1		-	
Trash Receptacles	1	1		-	

**Comment:**



Floors:



**Total Average Grade: 90%**


Thursday, September 3, 2020

1 of 2

## 5.1 Quality Assurance Program

### Customer Satisfaction Measurement Methods

HES 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 Equalis Group Member and HES staff members to address any upcoming scheduled events and/or concerns. Weekly inspections will be conducted at each site to ensure the Equalis Group Member is proactive within our operation. In addition to the internal inspections, we will distribute monthly surveys to the stakeholders 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 HES is meeting and exceeding the Equalis Group Member'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 Equalis Group Member account. HES 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.



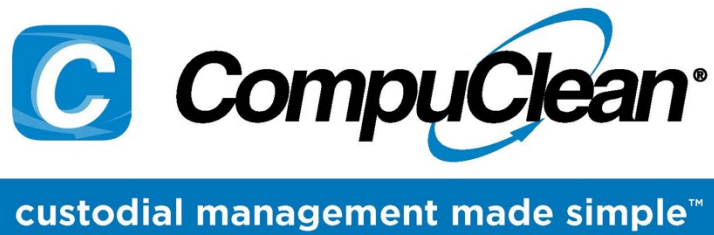
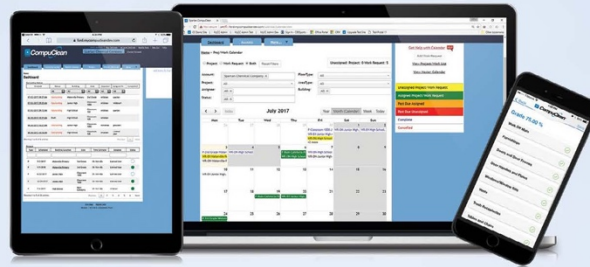
**Report Card for Custodial Services**  
 Month Being Surveyed March, Year 2020  
 (Please rate - A, B, C, D)

School Name Southside High School

<u><b>Entrance and Lobby</b></u>	
How would you rate the general appearance of your entrance and lobby?	<u>A</u>
<u><b>Hallways Clean (Vacuumed if Applicable) and Floors Shiny</b></u>	
Components - General appearance, shine, corners, and edges swept, and free of debris	<u>A</u>
<u><b>Cafeteria Clean</b></u>	
Components - Café floors clean and free of debris in the morning	<u>A</u>
<u><b>Classrooms Cleaned</b></u>	
Components- Trash emptied, floor appearance, sinks cleaned, carpet cleaned, areas dusted	<u>A</u>
<u><b>Restrooms Cleaned</b></u>	
Components- Floors cleaned, bright work cleaned, walls cleaned, sinks cleaned, toilets cleaned, high touch areas disinfected	<u>A</u>
<u><b>Management Responsiveness to Issues</b></u>	
Components- When you have an issue/request, does the Area Manager respond quickly and provide a resolution to your need?	<u>A+</u>
<u><b>School Overall</b></u>	
How would you rate the overall general appearance of the school?	<u>A</u>
<u><b>Comments:</b></u>	
<u>The custodial services continue to improve. We receive many compliments on how clean our school is for its age. Thank you for a job well done.</u>	
Signature of Principal / District Representative	Date
<u>Jan Ford</u>	<u>3/2/2020</u>
<a href="http://www.hesfacilities.com">www.hesfacilities.com</a>	

### Sample Monthly Principal Survey

## 5.1 Quality Assurance Program



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service

## 5.1 Quality Assurance Program

### POWERFUL MANAGEMENT TOOLS AT YOUR FINGERTIPS

CompuClean®, by Spartan Chemical Company, Inc. offers solutions for a host of custodial management challenges with the convenience of cloud-based accessibility.

#### QUALITY ASSURANCE

Perform quick and effective mobile inspections with the CompuClean Mobile App for iPad®, iPhone® and iPod Touch®. CompuClean Mobile is also available for Android™ devices.

- Inspect any facility with a custom designed inspection program to drive performance
- Create, assign, and complete corrective actions to document resolution of issues
- Capture, track, annotate, and caption images to reinforce inspection results
- Offline mobile inspection capability for audits in areas with no network coverage
- Bar code and scan areas for instant inspection creation



#### WORK MANAGEMENT

Design a custom work plan for your facilities and effectively communicate assignments and requests to your cleaning personnel.

- Accept work requests from customers and building occupants through a branded web portal
- Text and email notifications of project and work order assignments
- ISSA 612 based workloading
- Customize cleaning and project tasks, productivity rates and frequencies
- Balance work assignments for maximum employee performance
- Estimate labor costs for new facilities
- Generate charts and graphs to deliver immediate feedback



#### INVENTORY MANAGEMENT

Streamline inventory purchasing and tracking to reduce costs and eliminate shortages

- Improve budget forecasting
- Track transfers and consumption, and identify usage discrepancies
- Document green and certified product usage
- Track SDS for chemicals



#### CAPITAL EQUIPMENT TRACKING

Get a handle on repair and maintenance costs for your cleaning equipment.

- Reduce down time and extend equipment life
- Proactive preventative maintenance scheduling
- Store electronic manuals and documentation
- Document repair expenditures and maintenance costs





## 5.1 Quality Assurance Program

### CLOUD AND MOBILE APP CONVENIENCE

Instant access, anywhere availability, and included support services make CompuClean an unbeatable value when you partner with Spartan Chemical.

#### CONVENIENCE

- Same-day account access
- Offline quality inspections
- Access complete information anywhere you have an internet connection

#### VALUE

- Full access to all program features
- Training and support are included
- Upgrades are applied automatically
- Nominal annual fee to cover server maintenance and program enhancement

#### SERVICE AND SUPPORT

- One-on-one implementation support and data migration
- Custom online training available
- Telephone support included
- Two-day, hands-on CompuClean seminars at Spartan

#### SECURITY

- All information is fully encrypted
- Data is backed up to multiple locations throughout the day
- Access is password protected
- Information is confidential and never shared

#### SUPPORTED INTERNET BROWSERS

- Google Chrome™, Mozilla Firefox®, Microsoft Edge, Safari, and Internet Explorer® 10

#### SUPPORTED MOBILE OPERATING SYSTEMS

- Android 4.4+, tablets and smart phones
- iPads, iPhones, and iPod Touch (iOS 9.0+)



## 5.1 Quality Assurance Program

# QUALITY ASSURANCE EQUIPMENT MANAGEMENT WORK ORDERS PROJECT MANAGEMENT INVENTORY MANAGEMENT

THE ULTIMATE TOOL FOR CUSTODIAL  
MAINTENANCE MANAGEMENT

## CompuClean®

### GETTING STARTED

CompuClean is available to Spartan Chemical customers. Please contact your local Spartan distributor or the CompuClean Help Desk at: 800-537-8990 x219. You can also visit us on the web at:  
<http://www.spartanchemical.com/solutions/facility-management-software>



Distributed by:



**Spartan Chemical Company, Inc.**  
1110 Spartan Drive / Maumee, Ohio 43537  
1-800-537-8990  
[www.spartanchemical.com](http://www.spartanchemical.com)

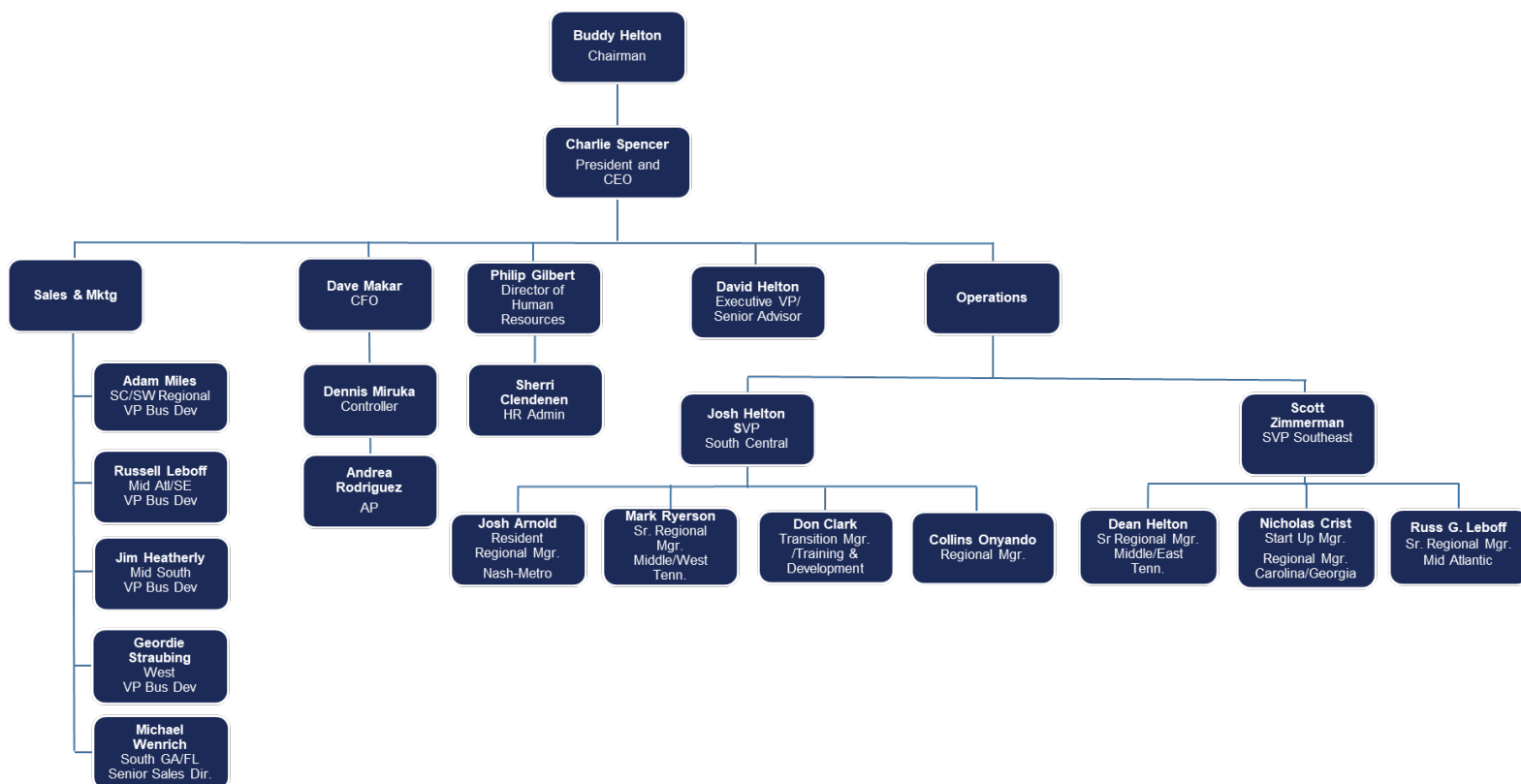


**CompuManage®**  
A wholly owned subsidiary of Spartan Chemical Company, Inc.

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# 5.1 Organizational Structure & Key Personnel

## HES Corporate Organizational Chart



## 5.1 Organizational Structure & Key Personnel

### Management Development

HES 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 HES 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 and higher education 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. HES personnel are remarkably familiar with all facets of facilities management services for educational facilities, and all employees understand the importance and value of their positions within the HES organization.

### Supervisor Qualifications

HES is dedicated to hiring and training qualified Supervisors for each Equalis Group Member's locations. HES will consider current staff endorsed by the Equalis Group Member, 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. HES 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 the Equalis Group Member 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.

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### Meet the Team

Our desire is to partner with education clients to create an environment conducive to safety and learning by providing facilities services from curb appeal and a welcoming landscape, to building cleanliness and efficient, effective operations of the physical plant.



**Charlie Spencer**

**President and CEO** – 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 and most recently, he served as Executive Vice President at ESS where he had a significant role in M&A activity, forecasting, contract negotiations and pricing strategies for this substitute teacher and paraprofessional industry leading company. Charlie resides in Knoxville, Tennessee and is a 1986 graduate of the University of Tennessee with a bachelor's degree in Economics



**David Helton**

**Executive Vice President** – Mr. Helton resides in Lebanon, Tennessee and brings over 35 years of both educational services and facility operations experience to our clients and team. His responsibilities have included management for operations and quality services delivery throughout the southeastern and south-central United States. David holds a bachelor's degree in Business Administration from the University of Tennessee.



**Scott Zimmerman**

**Senior Vice President, Southeast Region** - Mr. Zimmerman brings over 25 years in the facility management industry primarily in the K-12 education market. His responsibilities include team building, recruiting, hiring, training, and overall management of support personnel for school systems throughout the Southeast and Mid-Atlantic areas. Scott brings extensive customer care and high-level relationship management experience to HES. He leads a team of exceptional recruiters and managers who provide excellent customer service every day. Scott attended East Tennessee State University, where he gained a B.S. in Psychology with a Minor in Business Management.

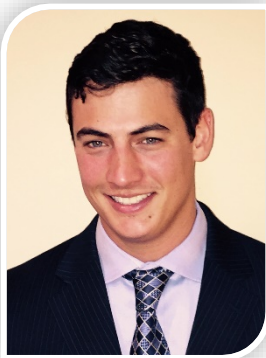


## 5.1 Organizational Structure & Key Personnel



**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.



**Russ G. Leboff**

**Senior Regional Manager** - Mr. Leboff has over 8 years of facilities management experience and has served both the higher education and K-12 markets. Russ began his facilities career as a manager-in-training in Isle of Wight County Public Schools (VA) and managed his first k-12 district in Roanoke County, Virginia. His customer first attitude, proactive communication, and hands-on approach to management allowed him to quickly gain opportunities to expand his role and serve numerous clients throughout the Mid-Atlantic. Russ holds a Bachelor of Science degree in Mathematical Economics and Spanish from Hampden-Sydney College, and he is currently pursuing his APPA certification.



**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 HES as Regional Operations and Diversity Manager.

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**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.



**Don Clark**

**Transition Manager, Training and Development** - Mr. Clark is the Sr. Regional Manager for Transitions and Employee Training & Development for HES Facilities with more than 20 years of management and industry experience. He has a degree in Aerospace safety and Professional Aeronautics from Embry-Riddle Aeronautical University, Daytona Beach Florida and recently received his graduate degree from the W.P. Carey school of business, Arizona State University graduating Summa Cum Laude as a member of the National Honor Society. Before coming to HES, Don was the Chief Compliance Officer for Southern Management Services, an education facilities management company, and Senior Vice president for Education Facilities Operations throughout the United States for two national facilities, grounds, and maintenance corporations.



**Nicholas Crist**

**Start-up Manager, Regional Manager** - Mr. Crist brings over 10 years of facility management experience to our clients. After serving in the United States Marine Corps he began his career in Jacksonville, FL working as a floor technician. Nicholas worked with a fastidious mindset that allowed him to elevate his opportunity in growth and became a southeast regional manager covering K-12 school districts to Higher Education. Currently, he is working on his associates in arts with plans to transfer to Florida State University and completing his bachelor's in business.

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**Dennis Miruka**

**Controller** - Mr. Miruka is currently in the Controller role at HES and previously served as CFO for SMS. Dennis' skills however are not limited to financials, he also handled all profit and loss projections, process improvements, and quality control. It is his belief that you should never stop perfecting your brand. This driving force led SMS to grow from 12 million to 24 million in gross revenue within 2 years. Originally hailing from Mombasa, Kenya, Dennis arrived in Tennessee in 2006 on a basketball scholarship with Trevecca University. He received his BACC from Trevecca in May 2009 and master's in healthcare management May 2016. In addition to his professional roles, Dennis also spends time watching his young son's basketball games.



**Philip Gilbert**

**Director of Human Resources** – Mr. Gilbert brings over 29 of human resources experience to HES. His expertise includes labor & employee relations, contract negotiations, recruiting, hiring, training and development, benefit administration and compliance management. He joins HES after 20 years in the manufacturing sector and over 9 years in the facilities services business as the VP of HR. His current responsibilities include policy & procedure development and implementation, recruiting, hiring, training and development of management / associates and benefits plan administration. Philip is a former US Navy Petty Officer and holds a bachelor's degree in Business Management from the University of North Carolina at Greensboro, NC, and an MBA degree from High Point University.



**Sherri Clendenen**

**Human Resources Administrator** – Ms. Clendenen serves as the Human Resources Administrator for HES. She has been with SMS now HES for 5 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.

## 5.1 Organizational Structure & Key Personnel

### Business Development Team



**Russell Leboff**

**Vice President Business Development** - Mr. Leboff brings over 30 years business development and operations leadership experience to our clients with 10 years in education workforce and facilities management supporting K-12 schools and higher education in the Southeast and Mid-Atlantic regions. Responsibilities with HES include relationship development, procurement, contracting negotiations, and transition to operations. He always maintains an ongoing relationship with HES partners. Russell Previously served in senior leadership roles with a premier facilities services company supporting facilities management solutions where he was committed to treating employees and clients like valued partners. Russell resides in Richmond, Virginia and is a graduate of the University of Georgia.



**Adam Miles**

**Vice President Business Development** - Mr. Miles has served in business management, development, and leadership roles in facility services and other multi-business organizations. Adam has overseen startup operations across the Southeast, and managed numerous books of business in both rural and suburban areas. He has experience in lead generation, comprehensive proposals and contract renewals, c-suite negotiations, mergers and acquisitions, federal contracting and set aside business vetting across North and Latin America. Adam attended The University of Tennessee where he earned a B.A. and was a student athlete on the football team. During his time at UT, he was a 4-year starter, received 2 Academic All SEC awards, participated in 4 postseason bowls and played for 2 SEC Championships.



**Geordie Straubing**

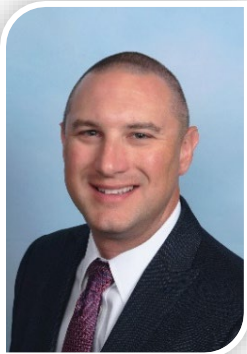
**Vice President Business Development** - Mr. Straubing brings over 20 years of business development and operations leadership experience to HES Facilities. Geordie has a proven track record of introducing and implementing facility service solutions to clients in the Western half of the United States. He is a Graduate of San Diego State University and resides in Colorado with his wife and three children.

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**Jim Heatherly**

**Vice President Business Development** - Mr. Heatherly brings over 30 years of service experience to HES Facilities. His current responsibilities include sales and marketing to the South-Central region including Arkansas, Missouri, Ohio, and Kentucky. He holds a Bachelor of Science degree in Business Administration with an emphasis in management from East Tennessee State University.



**Michael Wenrich**

**Senior Sales Director** - Mr. Wenrich brings over 12 years of business development and operational leadership experience to HES Facilities. His attention to detail will bring strategically planned and customer-focused facility solutions to K-12 and Higher Education partners in Florida and Georgia. He is a graduate of Penn State and resides in Orlando, Florida.



## Services Agreement

Dated \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Customer") and **HES Facilities, LLC. dba SMS** (hereinafter referred to as "Company").

### RECITALS

Company is prepared to provide agreed upon custodial / janitorial services to Customer as requested by Customer.

Customer is prepared to contract with Company for the performance of agreed upon services to be performed on Customer's premises and within Customer's facilities.

In consideration of the mutual agreements and understandings below, both parties agree as follows:

### AGREEMENT

**1. Services to be Provided:** Company will provide custodial / janitorial services (hereinafter referred to as "Services") according to the specifications set forth in **RFP** \_\_\_\_\_ designated by the Customer.

### LIST OF FACILITIES

(INSERT NAMES HERE)

The terms of said RFP are incorporated herein by reference. In the event of a conflict between the terms of the RFP and the provisions of the terms set forth in this instrument, then the terms of this instrument shall prevail.

### **2. Consideration:**

- A. Annual Contract Price: The annual contract price for the first year, beginning \_\_\_\_\_ shall be Dollars (\$).
- B. Monthly Contract Pricing: The monthly contract price shall be \_\_\_\_\_ Dollars (\$).
- C. Monthly Invoices: Monthly Invoices will be billed at the beginning of the month in which the Services are to be rendered. Additional Services requested and approved by Customer will be invoiced at the beginning of each month for such Services provided during the prior month. Monthly Payments shall be made within fifteen (15) days from the date of invoice.
- D. Payment Terms: The Customer shall pay the Company upon receipt of invoice via an ACH Debit initiated by Company. If the Customer is unable to provide an ACH initiated by Company, the Customer can elect to provide an ACH or wire transfer or mail delivered to an address provided by Company. Payment not received within fifteen (15) business days after receipt of invoice will be subject to a \$25.00 late fee and 1% per month service charge.
- E. Contract Price Adjustments: The Contract Price may, with Customer approval, be adjusted as follows:
  - i. Change in Services and Additional Facilities: Should Customer request a change in Services for reason of opening new units or buildings or permanent closings of units or buildings or a change tasks or frequencies to be performed or a significant change in the activity or use of Customer's Facility, and should such change result in a change of costs to Company, the Contract Price and the Monthly Payments shall be changed by the projected change in costs to Company, such changes taking effect from the date of the change in Services.

- ii. CPI Increase: For multi-year Agreements or whenever this Agreement is extended, the Contract Price will be modified to reflect a cost of living adjustment equal to the greater of 2% or the applicable consumer price index rate for the preceding twelve months.
- iii. Collective Bargaining: In the event of any increases in wages for Company's employees providing the Services as a result of any collective bargaining by such employees or contained in any collective bargaining agreement governing such employees, the Contract Price shall be changed by the projected change in costs to Company from the date of such change in wages and/or benefits. In the event, Customer does not agree to such change in wages and/or benefits, Customer or Company may cancel this Agreement upon thirty (30) days' written notice to the other party.
- iv. Changes in Mandated Benefit Costs, Minimum Wages, Taxes or Other Employee Costs: In the event of a change in Federal, State, or Local Mandated Benefits, including, but not limited to: healthcare costs, paid sick time costs, paid leave costs, the Contract Price shall be changed by the actual change in the costs to Company. In the event of a change in the Federal, State, or Local minimum wage rates applicable to any of Company's employees, the labor cost portion of the Contract Price shall be changed by the percentage increase in the minimum wage rates. In the event of a change in social security taxes or the Federal or State unemployment taxes, or the imposition of new Federal, State or Local payroll or service taxes applicable to any of Company's employees or services provided by Company, the Contract Price shall be changed by the actual change in costs to Company. Any such changes shall be effective from the date such cost changes went into effect.
- v. Office Space and related Costs: Customer agrees, at no cost to Company provide suitable office, office furnishings and secure equipment storage space at Customer's facility. The costs of utilities and electric power used by Company to accomplish the Services will be borne by Customer. The Customer pays the cost of copier use, internal Customer e-mail use, local telephone service and internal Customer telephone service, the cost of all restroom and other supplies (including paper, plastic and other miscellaneous consumables). Customer pays all costs related to waste removal and disposal from Customer's facility. The cost of waste containers, compactors, bins, cans, bailers, shredders, dumpsters and related receptacles used to temporarily store or process waste at Customer's facility.

### **3. Term and Termination of Agreement:**

- A. Initial Term: Pursuant to the terms of the RFP, this contract is a five (5) year contract with annual terms. The first annual term shall begin \_\_\_\_\_ and end \_\_\_\_\_. ("Initial Term") Each of the four (4) additional contract years shall be twelve (12) month terms ("Renewal Term"). Thereafter, the Agreement shall automatically renew on a yearly basis unless either party provides written notice of termination at least one hundred twenty (120) days prior to the end of the fiscal school year.
- B. Termination for Unsatisfactory Service: If, in the sole reasonable opinion of Customer, Company is not performing the Services in accordance with the requirements of this Agreement, and Customer desires to terminate this Agreement, Customer must give Company thirty (30) days written notice of its intention to terminate this Agreement if such service deficiencies are not corrected within that time (the "Cure Period"), which notice shall specify the service areas in question. On or before the end of the thirty (30) day Cure Period, Customer shall reasonably determine that either (i) the service deficiencies have been corrected, in which case the Agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the service deficiencies have not been corrected, in which event Customer may, by further written notice, terminate this Agreement sixty (60) days from the end of the Cure Period. In the event that Customer does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the Agreement shall continue in full force and effect thereafter.

#### **4. Insurance:**

A. **Insurance to be carried by Company:** Company shall procure and maintain during the term of this Agreement, at Company's sole expense, the following insurance:

- i. **Worker's Compensation and Employer's Liability Insurance** covering obligations imposed by federal and state statutes with jurisdiction over Company's employees.
- ii. **Property Insurance** covering Company's equipment and other personal property now or hereafter located on Customer's Facility against "All Risk" of Loss within an amount at least equal to replacement value. "All Risk" shall mean at a minimum coverage for Special Causes of Loss perils.
- iii. **Commercial General Liability Insurance** providing coverage for Company's operations:  
Each Occurrence, General Aggregate, Products-Completed Operations Aggregate, Personal Injury, Automobile Liability.
- iv. **Umbrella Liability Insurance** providing excess coverage over the underlying Commercial General Liability, Automobile Liability and Employers Liability policies.
- v. **Employee Theft Coverage** for the acts of Company's employees.

Upon Customer's request, Company shall furnish Customer with a Certificate of Insurance evidencing the coverage above.

#### **5. Indemnification:**

A. **Indemnification of the Customer by the Company:** Company agrees to indemnify, hold harmless and defend Customer, its officers, employees, and directors from and against any and all liability for loss, damage or expense for which Customer may be held liable by reason of injury (including death) to any person or damage to any property which are proximately caused by Company's negligent or intentional acts or omissions in the Services provided, except to the extent due to any act or omission of Customer or any of its employees, subcontractors or agents. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the extent of insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies required under this Agreement.

B. **Indemnification of the Company by the Customer:** The Customer shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the Customer or its employees or authorized agents, or by the Customer's breach of this Agreement; or (ii) arise from any injury to Substitute Staff or other persons on the premises of the Customer or while performing services on behalf of the Customer and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company.

C. **Notification Right to Defend:** A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

D. **Limitation of Liability/Damages:** Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be liable to the other for any of the following: (i) indirect damages, punitive damages, incidental damages, or consequential damages including without limitation lost profits, opportunity, use, or savings, or injury to business goodwill or reputation; or (ii) damages for any other claim or liability arising out of or relating

to the Services or this Agreement in an aggregate amount which exceeds the amount actually paid by Customer for the Services under this Agreement during the six month period immediately preceding the event giving rise to such claim or liability. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Company's Staff that does not result in a finally adjudicated claim of damages against the Customer brought by a third party.

E. **Affordable Care Act Compliance:** Customer acknowledges, represents and warrants that Customer is aware of and understands the Patient Protection and Affordable Care Act ("PPACA") enacted in March, 2010 and becoming fully effective March of 2014, that Customer is complying with all laws, rules and regulations under the PPACA. Customer hereby assumes the entire responsibility and liability for any-and-all damages or claims of any nature whatsoever related to its noncompliance or participation in the PPACA. Customer further agrees to indemnify, defend, protect and save harmless Company and its subsidiaries, affiliates, officers, directors, shareholders, partners, successors and assigns, from and against any and all liability, claims, loss, damage and expense, including attorney fees and disbursements, arising from or related to any violation or alleged violation of the PPACA.

F. **Complete Agreement:** The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim and waive their right to assert any common-law indemnification or contribution claim against the other.

## **6. Miscellaneous Provisions:**

- A. **Severability:** If any provision of this Agreement is held invalid for any reason, the other provisions of this Agreement will remain in effect, insofar as consistent with law.
- B. **Amendments; Waivers:** This Agreement may be amended as agreed between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.
- C. **Independent Contractor:** The parties agree that in all aspects their relationship will be that of an independent contractor, and that neither party will act or represent that it is acting as an agent or incur any obligation on the part of the other party.
- D. **Non-Discrimination:** Company agrees that it is an equal opportunity employer and it shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, sex, national origin, age or any other protected factor.
- E. **Interpretation and Applicable Law:** This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require ambiguities in this Agreement to be interpreted against the party that drafted it are not applicable and are hereby waived. This Agreement shall be subject to, and enforceable under, the laws of the State in which the Customer's property is located, and any dispute arising out of this Agreement shall be submitted to a court of competent jurisdiction in the State. Company and Customer agree that each party is responsible for any attorney's fees or costs associated with any dispute arising out of this Agreement.
- F. **"Piggyback" Provision:** Pursuant to applicable state law institutes of higher education (colleges, universities, community colleges, technical colleges and trade schools) as well as K-12 school districts may negotiate pricing, terms and conditions directly with Company for equipment-goods and services being provided to Customer under the terms of the Agreement. Each piggyback institution shall issue its own purchasing documents for purchasing equipment-goods/services provided under this Agreement. Customer shall bear no responsibility or liability for any agreements between Company and the other institutions who desire to exercise this option.

- G. Binding: This Agreement shall inure to and bind all parties, their successors, assigns, agents or representatives.
- H. Signature in Counterparts or Facsimile: This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.
- I. Non-solicitation of Certain Company and Customer Employees: Company and Customer agree that at no time during the term of this Agreement, and for a period of one (1) year immediately following the termination or expiration of this Agreement, will either in any way directly or indirectly, for themselves or on behalf of, or in conjunction with any other person, firm, partnership, corporation or association, approach, solicit, hire, employ or take away any of the other's management personnel, or otherwise interfere with the contractual relationship or employment of the other's management personnel. For purposes of this Section, "management personnel" shall include any and all position titles of Customer, and the following position titles of Company: Site Manager, Assistant Site Manager, Administrative Assistant, Area Manager, Regional Manager, Regional Vice President and Sales Director.
- J. Force Majeure: Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather or energy related closings, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.
- K. Survival: The indemnification provision and each representation, covenant and warranty of the parties shall survive the termination or expiration of this Agreement for a period of one year.
- L. Titles and Captions: All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.
- M. Language Construction: The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.
- N. Payment of Fees: In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- O. Entire Agreement: This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by both parties. This Agreement may not be assigned by either party without the written consent of the other party. Consent to an assignment to a wholly owned subsidiary or affiliate of the assignor shall not be unreasonably withheld.
- P. Notices: All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail, return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:



TO Company:

**HES Facilities, LLC.**  
9202 S Northshore Dr Ste 202  
Knoxville, TN 37922

TO Customer:

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

or at any other address as may be given by either party to the other by notice in writing pursuant to the provisions of this Section.

The parties to this Agreement have executed this Agreement as of the day and year first written above.

**HES Facilities, LLC.**

**Customer**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Attachment B – Proposal Summary

HES has designed and proposed a range of prices for Equalis Group Members and understands that all programs will be customized based on the needs of the individual clients. Included in this proposal is a comprehensive custodial services offering, facilities operations maintenance, and lawncare services which are annual programs, including salaried management and all necessary labor, supplies, and equipment to provide daily / nightly cleaning and maintenance, as well as, breaktime deep cleaning services for each of the facilities included in the Equalis Group Member locations.

HES will provide a COVID-19 disinfection specialist and maintenance program for consideration by the Equalis Group Member as requested. This program will include an agreed upon number of additional hourly employees who will provide routine touch point surface wiping and disinfecting, along with additional area cleaning and disinfecting support and ventilation maintenance as requested by the Equalis Group Member administrator or Equalis Group Member personnel. HES will offer these positions via supplemental hourly billing, which will be more cost efficient for the Equalis Group Member.

A bulleted summary of proposal highlights is provided.

- Open and transparent daily lines of communication with all principals, administrators, and Equalis Group Member points of contact
- Increased management support staff and organizational structure
- Trained and dedicated custodial employees in each facility
- Salaried Account Managers dedicated exclusively to operations for the Equalis Group Member
- Daily site visits and inspections to ensure quality standards are being maintained at all times
- Monthly surveys to each stakeholder to pinpoint any areas of need
- Periodic Performance Review Meetings with key Equalis Group Member personnel to discuss principal surveys, upcoming projects, and any other topics that the Equalis Group Member and HES deem necessary
- Weekly safety training for all current and new employees
- Employee incentive programs, such as employee of the month
- Defined scope of work for day and night shift employees
- Various Key Business Indicators are developed and tracked
- Fair market wages and career advancement opportunities for all custodial employees

## Attachment B – Proposal Summary

In summary, HES has proposed a program which will provide Equalis Group Members with less employee turnover, a more thorough cleaning, an improved and dedicated management team, and a more responsive operational and administrative support group.

**HES is ready and eager to become your services provider. We believe that our fully transparent and ethical approach to facility management services, combined with testimonials from current K-12 school districts and higher education clients, makes us the ideal fit for your system.**

While we believe we have proposed a program which delivers the necessary levels of service to Equalis Group Members, we also understand that each Equalis Group Member must operate within its fiscal means.

**HES is willing to discuss and negotiate specifics of the proposed program to help each Equalis Group Member work within its financial means, while also not compromising the efficiency and cleanliness on site and within the locations. Our desire is to be your partner now and for many years to come.**

Thank you for the opportunity to compete for your partnership.

**ATTACHMENT B - COST PROPOSAL**  
**EQUALIS GROUP: FACILITY MANAGEMENT PRODUCTS, SERVICES & SOLUTIONS**  
**COST PROPOSAL QUESTIONNAIRE**

**Instructions**

There are two parts to **Attachment B - Cost Proposal** which are required to be completed in order to evaluate a Bidder's Cost Proposal.  
Part 1 - Answer the questions below which provide an opportunity to add a narrative while describing various aspects of your Cost Proposal.  
Part 2 - Complete an Excel workbook which includes all requirements outlined in **Section 2.3 of RFP - CCOG Facility Management**.

**IMPORTANT:** This Excel workbook is provide supplied as a courtesy to the Bidders. It is not a requirement to use this document when developing the Cost Proposal. Bidders have the freedom to develop their own Excel workbook to serve as their **Attachment B**.

**Questions**

- 1) Provide a narrative description of your pricing model identifying how the model works. Describe how the proposed pricing model is able to be audited by public sector agencies to ensure they are receiving contract pricing.  
*HES collects information such as building square footage, staff pay rates, desired customer scope, etc. from the Equalis Member. This data is then placed into a spreadsheet (price workbook) that includes labor, associated load, benefits, equipment costs, supplies, chemicals, vehicles, start-up costs, etc, then adds a service fee for the provided services and then divides that number by the total serviceable square footage to derive a square foot price. The square foot price range is for a typical comprehensive K-12 or higher education services program. Reductions or increases to the scope and, or, scale as outlined in our proposal may result in square foot prices below or above the stated ranges for the various services. HES is able to provide auditing agencies full disclosure pricing that shows all associated operating costs including contribution margin for managing the program.*
- 2) If you are using a Firm Fixed Cost pricing model, provide the period of time for which you will honor Member pricing. Describe your process for managing pricing adjustments with the Member.  
*We are not using a firm fixed cost pricing model. We have a range of per square foot and per acre costs based on an Equalis Member's desired scope, scale and level of cleaning desired.*
- 3) Provide a description of your process for requesting manufacturer price deviations and rebates for the customer.  
*Manufacturer price deviations or rebates are not applicable to the HES proposal.*  
Provide a description of your process for price changes.  
*Price changes up or down, are directly negotiated with the Equalis Member and executed via an amendment to the contract to change annual price, or an addendum is initiated and approved by HES and the Equalis Member to add locations, square footage, services or scope with copy to Equalis' accounting team.*
- 4) Put an X in the green cell next to the statement that best describes the answer to the following question. The prices offered in your Cost Proposal are:  

<input type="checkbox"/>	a) lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
X <input checked="" type="checkbox"/>	b) equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
<input type="checkbox"/>	c) higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
<input type="checkbox"/>	d) not applicable. Please explain.

*Provide answer here.*
- 5) Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.  
*Our cost proposal leverages efficiencies, volume purchasing (chemicals, supplies, equipment, etc.), favorable variances in benefit costs and employee labor costs to provide our client partners a great value with savings up to 20% or more when compared to an Equalis Member in-house (self-performing) program.*
- 7) Describe how cost associated with freight, shipping, and delivery are calculated.  
*All of the stated costs are included in the HES annual price to the Equalis Member.*

## ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS EQUALIS GROUP: FACILITY MANAGEMENT PRODUCTS, SERVICES & SOLUTIONS

**Purpose of this Attachment C:** CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“**Master Agreement**”) with the winning supplier (“**Winning Supplier**”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

**Instructions:** provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in blue ink, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications Technical Proposal submitted to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***



**Bidders must provide all the information outlined below**

<b>1. Equalis Group RFP Name:</b>  <u>RFP # COG-2010 - Facility Management Products, Services &amp; Solutions</u>	<b>2. Proposal Due Date:</b>  <u>November 19, 2020 at 4 PM Eastern</u>
<b>3. Bidder Name:</b>  <u>HES Facilities LLC</u> <i>(legal name of the entity responding to RFP)</i>	<b>4. Bidder Federal Tax ID # or Social Security #:</b>  <u>85-0585403</u>
<b>5. Bidder Corporate Address:</b>  9202 S. Northshore Drive STE 202 Street Address 2 Knoxville, TN 37922	<b>6. Bidder Remittance Address</b> <i>(or "same" if same as Item #5):</i>  Same Street Address 2 City, State Zip


<b>7. Print or type information about the Bidder representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u></b>  Bidder Representative: <u>Charlie Spencer</u> Representative's Title: <u>President and CEO</u> Address 1: <u>9202 S. Northshore Drive STE 202</u> Address 2: <u>Street Address 2</u> City, State Zip: <u>Knoxville, TN 37922</u> Phone #: <u>865-263-1905</u> Fax #: <u>865-337-5212</u> E-Mail Address: <u>CSpencer@hesfacilities.com</u>
<b>8. Print or type the name of the Bidder representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</b>  Bidder Representative: Click or tap here to enter text. Representative's Title: Address 1: Click or tap here to enter text. Address 2: <u>Street Address 2</u> City, State Zip: Phone #: Fax #: E-Mail Address: Click or tap here to enter text.

9. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes ☐ No ☒


If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

**10. Mandatory Supplier Certifications:**

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **HES Facilities LLC** (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **HES Facilities LLC** (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **HES Facilities LLC** (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **HES Facilities LLC** (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

**11. Supplemental Bidder Contract and Equal Employment Opportunity Information:**

- A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>1600</u>	<u>0</u>
% of those who are Women:	<u>40%</u>	<u>0</u>
% of those who are Minorities:	<u>40%</u>	<u>0</u>

\*Percentages are approximate. Data is not complete.

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

☒ NO -or-

☐ YES, but for less than 50% of the work -or-

☐ YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor *(additional pages may be added as needed)*:

Subcontractor Name: Name

Street Address 1: Street Address 1

Street Address 2: Street Address 2

City, State Zip: City, State Zip

Work to be Performed: Description of Work

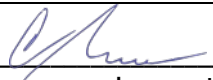
Estimated percentage of total proposal to be performed by subcontractors: 5 %  
*(Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide). Define the part of the work that will be performed by each subcontractor.*

Subcontractor's employee information *(attach additional pages if needed)*:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>0</u>	<u>0</u>
% of those who are Women:	<u>0</u>	<u>0</u>
% of those who are Minorities:	<u>0</u>	<u>0</u>

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, ☒ Bidder will not (or) ☐ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. *(All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)*

13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, ☒ Bidder will not (or) ☐ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. *(All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)*

14. I , (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of HES Facilities LLC (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

**15. Additional Documents:**

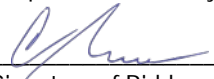
CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

**15.1. Lobbying Certification**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
Signature of Bidder representative

**15.2. Boycott Certification**

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

  
Signature of Bidder representative

### 15.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 15.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### 15.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)



### 15.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

### 15.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner 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.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

### 15.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

### 15.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### **15.3.7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### **15.3.8. Debarment and Suspension**

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 1966 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### **15.3.9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### **15.3.10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### **15.3.11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### **15.3.12. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

#### **15.3.13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier Partner agree? CS  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**HES Facilities LLC**

**Bidder Name**



**Signature of Authorized Company Official**

**Charlie Spencer**

**Printed Name**

**President and CEO**

**Title**

**11/19/2020**

**Date**

**16. Required Documents for Supplier Partners Intending to Do Business in New Jersey**

**16.1. Ownership Disclosure Form**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Bidder Name:** HES Facilities LLC

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

**City, State Zip:** Knoxville, TN 37922

**Complete as appropriate:**

*I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I Charlie Spencer, an authorized representative of HES Facilities LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

NAME	ADDRESS	% INTEREST
HES Intermediate Holdings LLC	9202 S. Northshore Dr. STE 202 Knoxville, TN 37922	100
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

HES Facilities, LLC is 100% owned by HES Intermediate Holdings, LLC, and that HES Intermediate Holdings, LLC is owned by HES Management LLC (0.001% ownership) and HES Facilities Holdings, LLC (99.999% ownership).

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
 \_\_\_\_\_  
 Authorized Signature and Title

11/19/2020  
 \_\_\_\_\_  
 Date

**16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)**

Bidder Name: HES Facilities LLC

Street Address: 9202 S. Northshore Drive STE 202

City, State Zip: Knoxville, TN 37922

State of Tennessee


County of Knox

*I, Charlie Spencer of the Knoxville in the County of Knox, State of Tennessee of full age, being duly sworn according to law on my oath depose and say that:*

*I am the President and CEO of the firm of HES Facilities LLC, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:*

HES Facilities LLC

  
 \_\_\_\_\_  
 Authorized Signature

President and CEO



Subscribed and sworn before me

this 19<sup>th</sup> day of November, 20 20

Scott Wayne Hurst

Notary Public of Tennessee

My commission expires , 20 20



SEAL

### 16.3. Affirmative Action Affidavit

(P.L. 1975, C.127)

Bidder Name: HES Facilities LLC

Street Address: 9202 S. Northshore Drive STE 202

City, State Zip: Knoxville, TN 37922

#### **Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

#### **Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

#### **Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:**

Check One –

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

HES Facilities LLC



Authorized Signature

President and CEO

11/19/2020

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS**

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

#### 16.4. Political Contribution Disclosure Form

##### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner and** on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time, as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.

- e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
- f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee\*,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
  - a) of the public entity awarding the contract,
  - b) of that county in which that public entity is located,
  - c) of another public entity within that county,
  - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 1) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

#### Part I – Supplier Partner Information

Bidder Name:	HES Facilities LLC		
Address:	9202 S. Northshore Drive STE 202		
City:	Knoxville	State:	TN
Zip:	37922		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Authorized Signature

Charlie Spencer

President and CEO

#### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount



[illegible]☐ Check here if the information is continued on subsequent page(s)

## List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders  
{County Executive}

County Clerk  
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.

## 16.5. Stockholder Disclosure Form

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation☐ Sole Proprietorship☐ Limited Partnership

- ☒ Limited Liability Corporation  
☐ Limited Liability Partnership  
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 _____. _____ (Notary Public)	
My Commission expires: _____ _____ (Corporate Seal)	
_____ (Affiant)	
_____ (Print name & title of affiant)	

**17. Required Documents for Supplier Partners Intending to Do Business in Arizona**

**17.1. Arizona Supplier Partner Requirements**

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with

ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Authorized

Representative 11/19/2020

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>HES Facilities, LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>HES Facilities, LLC</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>9202 S. Northshore Dr., Suite 202</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Knoxville, TN 37922</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	5	-	0	5	8	5	4	0	3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>5/29/20</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*