

James Island Public Service District RFP for Custodial Services

The James Island Public Service District (JIPSD) seeks a company to perform the custodial services at the JIPSD's facilities designated in the Scope of Services in this Request for Proposal (RFP). All work shall be performed in strict accordance with the conditions, provisions, standards, and Scope of Services described herein.

Proposals should be emailed to:

Tamara White, Administrative Services Manager at whitet@jipsd.org Subject: Proposal – Custodial Services

Deadline to submit proposal: Thursday, July 22, 2021, by Noon Deadline for questions: Thursday, July 15, 2021, by Noon

Mandatory Walk-thru of Signal Point Facility: Tuesday, July 13, 2021 @ 10 a.m. (EST)

All questions should be sent to Tamara White, Administrative Services Manager by e-mail at whitet@jipsd.org.

The JIPSD reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District. Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract (Exhibit A) detailed below as the basis to establish a contractual relationship with the James Island Public Service District. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the James Island Public Service District.

A. SCOPE OF SERVICES

The JIPSD will require cleaning to be performed to the total expectations of the specifications without regard to the number of custodians/hours needed to perform the specifications herein. The JIPSD is requiring that the Contractor(s) adhere to the specifications set forth as a minimum and perform the requirements with expertise, knowledge, and capability with minimal supervision by the JIPSD. There are no specific security procedures that would cause delays or added costs for the Contractor. The JIPSD may require security checks on all employees at any given time prior to commencement and throughout the life of the Contract. The omission of a requirement does not relieve the Contractor from the requirement to perform the services needed. This is an all-inclusive service contract, that is, all Custodial Services are to be included, and there shall be no additional cost for technical requirements that have been inadvertently omitted. The successful firm shall agree to contract with the James Island Public Service District to provide services to Buildings 1 and 2, twice a week (Tuesday & Thursday) as detailed below:

Entrances/Lobby

- (A) Floors Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue. (Entrance Mats are provided by JIPSD)
- (B) Glass and Surfaces Shall appear streak free, film free, and uniformly clean. This shall include the elimination of dust and soil from the sills and ledges.
- (C) Corners and Thresholds Shall be free of dust and cobwebs, dried-soil, crud, finish buildup, and debris.
- (D) Walls and Fixtures Shall be free of dust, cobwebs, and soil. Walls behind waste and trash cans need to be clean.

Corridors

- (E) Floors and Cove Bases Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris.
- (F) Walls and Fixtures Shall be free of dust, cobwebs, and soil. Walls behind waste and trash cans need to be clean.
- (G) Water Fountains- Shall be free of dust, cobwebs, soil, and water spots. Disinfected and polished to a streak free shine.

Restrooms

- (H) Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross infection is of the highest priority by the JIPSD. Sanitation levels shall be closely monitored by inspection.
- (I) Dispensers Shall be disinfected, free of dust, bacteria and soil. Dispensers will be restocked by JIPSD.
- (J) Hardware (including door handles) Shall be sanitized, free of dust, soil, and bacteria.
- (K) Sinks Shall be free of dust, bacteria, soil, cleaner residue and soap film.
- (L) Mirrors Shall be free of dust and soil. Mirrors surrounding metal framework shall appear streak free, film free and uniformly clean.
- (M) Toilets and Urinals Toilets, toilet seats and urinals shall be free of dust, cobwebs and bacteria, soil, organic matter, and cleaner residue.

- (N) Waste Containers Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be clean and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container.
- (O) Walls, Door Handles, Floors and Baseboards Shall be free of dust, cobwebs, soil, spots, stains and other debris.
- (P) Ceiling Vents Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Offices

- (Q) Furniture and Equipment Shall be free of dust, cobwebs, dried soil, and soil. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks, and film. Do not move papers, files or folders on desks.
- (R) Telephones Shall be free of dust and soil. They shall appear visibly and uniformly clean, and polished dry. Cradle, earpiece, and mouthpiece should be sanitized.
- (S) Walls and Doors Shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak free, film free and uniformly clean. This shall include the elimination of polish residue and or film.
- (T) Waste Containers Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be clean and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container.
- (U) Floors, Carpets and Cove Bases Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris.

Kitchen and Break Areas

- (V) Cabinets, Range Top, and Doors exterior tops, sides and front shall be sanitized, clean and free of dust, soil, cleaner residue and soap film.
- (W) Microwaves & Refrigerators door handles sanitized, interior and exterior clean and free of food particles, dried soil and spills.
- (X) Waste Containers Contents shall be removed from waste containers and liners replaced. Inside and outside of the container shall be clean and disinfected. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container. Walls adjacent to containers should be cleaned from due, soil, food particles, and other stains.
- (Y) Floors and Cove Bases Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris. Floors shall appear visibly and uniformly clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film.
- (Z) Walls and Switches Shall be free of dust, cobwebs, dried soil and soil. Walls behind waste and trash cans need to be clean.
- (AA) Air Vents Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.

B. QUALIFICATIONS

Before an RFP is considered for award, the Contractor may be requested by the District to submit a statement providing additional information regarding their previous experience in performing comparable work.

C. INSURANCE REQUIREMENTS

For purposes of this RFP, proposers must submit copies of certificates of insurance for general liability and worker's compensation. The selected firm must have general and professional liability insurance coverage in amounts acceptable to the JIPSD. Please reference Article 5 and Exhibit B of the Professional Services Contract (PSC). Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract detailed below as the basis to establish a contractual relationship with the James Island Public Service District. Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified to establish the contractual relationship with the James Island Public Service District.

D. FEE SCHEDULE

Contractor will submit a proposed competitive fee schedule.

E. TERM OF CONTRACT

The JIPSD hereby contracts with Contractor to provide the Work specified herein for a period of one (1) year beginning September 1, 2021.

F. RFP SUBMITTAL REQUIREMENTS

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in the RFP; (2) can perform quality work to achieve the JIPSD's objectives; and (3) agree to the terms written in the Professional Services Contract (Exhibit A). The following information must accompany your proposal:

- 1. List years in business, including previous names of the company, if any.
- 2. Description of your company including size of company, location, number and nature of the professional staff to be assigned to JIPSD.
- 3. Describe your company's experience in custodial services.
- 4. Experience in assisting similar size entities, including all services for government agencies.
- 5. List any references where and when your company provided similar services. Please provide names and telephone numbers of contact person for each reference listed.
- 6. Additional services offered through your company.
- 7. Listing of any current litigation, outstanding judgements, or liens against your

G. EVALUATION AND SELECTION CRITERIA

The JIPSD reserves the right to accept or reject any and all proposals, to waive any proposal irregularities that may be in the best interest of the District, and to negotiate a contract that will best meet the needs of the District.

Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the JIPSD to rescind acceptance of any proposal after it has been accepted, but before the District has taken action to authorize the contract to be signed. The JIPSD reserves the right to rescind its acceptance of any proposal. At no time has a contract been formed until the JIPSD's District Manager has so acted and the contract is signed by the authorized individuals.

Experience, including qualifications and references.

- 1. Proven successful track record in custodial services.
- 2. Ability of the Contractor to meet or exceed the requirements as defined by the RFP.
- 3. Fee schedule
- **4.** Completeness of response to RFP as outlined in this solicitation.

H. LIMITATIONS

The JIPSD reserves the right to cancel this request for proposals and to reject any or all proposals in whole or in part, when it is for good cause and in the best interests of the JIPSD, at its sole discretion. The selected firm will be required to obtain a business license from the Town of James Island and present certificates of liability insurance in accordance with Exhibit B of the Professional Services Contract.

JAMES ISLAND PUBLIC SERVICES DISTRICT STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL FOR PROFESSIONAL SERVICES CONTRACT

This is a Contract Agreement (the "AGREEMENT"), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT, a South Carolina Special Purpose District, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the "DISTRICT", and "INSERT NAME OF THE COMPANY," a South Carolina Corporation, whose address is "INSERT STREET ADDRESS," hereinafter referred to as "PROFESSIONAL."

ARTICLE 1. SERVICES OF PROFESSIONAL

B. Scope of Services

- (BB) PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in *Exhibit A* ("Services").
- C. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- D. "Services" shall at all time relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in *Exhibit A*.

E. Description of Services.

a. Reference Exhibit A for the Scope of Services

The PROFESSIONAL shall agree to provide custodial services to Buildings 1 and 2, 2x a week (Tuesday & Thursday) as detailed below:

Entrances/Lobby

- F. Floors Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue. (Entrance Mats are provided by JIPSD)
- G. Glass and Surfaces Shall appear streak free, film free, and uniformly clean. This shall include the elimination of dust and soil from the sills and ledges.
- H. Corners and Thresholds Shall be free of dust and cobwebs, dried-soil, crud, finish buildup, and debris.
- I. Walls and Fixtures Shall be free of dust, cobwebs, and soil. Walls behind waste and trash cans need to be clean.

Corridors

J. Floors and Cove Bases - Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris.

- K. Walls and Fixtures Shall be free of dust, cobwebs, and soil. Walls behind waste and trash cans need to be clean.
- L. Water Fountains- Shall be free of dust, cobwebs, soil, and water spots. Disinfected and polished to a streak free shine.

Restrooms

- M. Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross infection is of the highest priority by the JIPSD. Sanitation levels shall be closely monitored by inspection.
- N. Dispensers Shall be disinfected, free of dust, bacteria and soil. Dispensers will be restocked by JIPSD.
- O. Hardware (including door handles) Shall be sanitized, free of dust, soil, and bacteria.
- P. Sinks Shall be free of dust, bacteria, soil, cleaner residue and soap film.
- Q. Mirrors Shall be free of dust and soil. Mirrors surrounding metal framework shall appear streak free, film free and uniformly clean.
- R. Toilets and Urinals Toilets, toilet seats and urinals shall be free of dust, cobwebs and bacteria, soil, organic matter, and cleaner residue.
- S. Waste Containers Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be clean and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container.
- T. Walls, Door Handles, Floors and Baseboards Shall be free of dust, cobwebs, soil, spots, stains and other debris.
- U. Ceiling Vents Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Offices

- V. Furniture and Equipment Shall be free of dust, cobwebs, dried soil, and soil. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks, and film. Do not move papers, files or folders on desks.
- W. Telephones Shall be free of dust and soil. They shall appear visibly and uniformly clean, and polished dry. Cradle, earpiece, and mouthpiece should be sanitized.
- X. Walls and Doors Shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak free, film free and uniformly clean. This shall include the elimination of polish residue and or film.
- Y. Waste Containers Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be clean and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container.
- Z. Floors, Carpets and Cove Bases Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris.

Kitchen and Break Areas

- AA. Cabinets, Range Top, and Doors exterior tops, sides and front shall be sanitized, clean and free of dust, soil, cleaner residue and soap film.
- BB. Microwaves & Refrigerators door handles sanitized, interior and exterior clean and free of food particles, dried soil and spills.
- CC. Waste Containers Contents shall be removed from waste containers and liners replaced. Inside and outside of the container shall be clean and disinfected. This shall include the elimination of streaks, food stuff, and the presence of an offensive odor emitting from the container. Walls adjacent to containers should be cleaned from due, soil, food particles, and other stains.
- DD. Floors and Cove Bases Shall be free of dust, cobwebs, dried soil, soil, gum spots, stains and other debris. Floors shall appear visibly and uniformly clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue and film.
- EE. Walls and Switches Shall be free of dust, cobwebs, dried soil and soil. Walls behind waste and trash cans need to be clean.
- FF. Air Vents Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

- 8. Contract Sum. The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XXXXXXXX per year for a period of twelve (12) months starting MONTH DAY, YEAR through MONTH DAY, YEAR, by DISTRICT to PROFESSIONAL based on monthly (\$XXXXXXXX) terms.
- H. *Payment*. Consideration payments are paid in arrears and shall be made on a monthly (MONTH DAY, YEAR) basis and paid on or before the _____ day of every month for Services provided and accepted the previous month.
- 5. *Commencement*. The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on September 1, 2021.

ARTICLE 3. CONTRACT DOCUMENTS

- I. *Documents*. The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:
 - i. This Agreement
 - ii. A letter submitted by PROFESSIONAL to DISTRICT dated **MONTH DAY**, **YEAR**.
 - iii. Proposal submitted by PROFESSIONAL to DISTRICT dated **MONTH DAY**, **YEAR**.

B. *Conflicts*. To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

ARTICLE 4. STANDARDS OF PERFORMANCE

- A. *Standard*. The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Compliance*. PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.
- C. *Consultants*. PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.
- D. Regulations and Standards. PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

ARTICLE 5. INSURANCE

A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in *Exhibit B*, "Insurance" to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

A. The PROFESSIONAL shall indemnify, protect and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all claims, costs, losses, and damages (including reasonable attorneys fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of PROFESSIONALs, or any consultant, subcontract and/or supplier within PROFESSIONAL's control to provide Services or for whose acts any of them may be liable.

- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. The PROFESSIONAL's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and punitive damages (if any) arising out of, or in connection with, any (1) violation of or failure to comply with any law, statue, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is liable, (2) means, methods, procedures, techniques, or sequences of execution of performance of the Services, and (3) failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys' fees and court costs) incurred by any of them in enforcing any of the PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

ARTICLE 8. DISPUTE RESOLUTION

- A. *Mediation*. DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction*. If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

ARTICLE 9. EMPLOYMENT PRACTICES

- A. *Equal Opportunity Employment*. PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance*. PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.
- C. *Indemnity*. PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

- A. *Modifications*. Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.
- B. *Authority to Contract*. Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.
- C. *Governing Law*. The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.
- D. *Severability*. If any provision of this AGREEMENT is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.
- E. *Notices*. Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.
- F. *Incorporation of Agreement*. This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

- G. Assignability. Any rights provided for in this Agreement, to any party hereto, are not assignable.
- H. *Non-waiver*. The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE DISTRICT AGREEMENT

Dated:	Signed By: Its:	Dave Schaeffer District Manager
[INSERT COMPANY NAM	E OF PROFESSIONAL]	
Dated:		
	Signed By: Its:	

EXHIBIT A

"Scope of Services"

The JIPSD will require cleaning to be performed to the total expectations of the specifications without regard to the number of custodians/hours needed to perform the specifications herein. The JIPSD is requiring that the Contractor(s) adhere to the specifications set forth as a minimum and perform the requirements with expertise, knowledge, and capability with minimal supervision by the JIPSD. There are no specific security procedures that would cause delays or added costs for the Contractor. The JIPSD may require security checks on all employees at any given time prior to commencement and throughout the life of the Contract. The omission of a requirement does not relieve the Contractor from the requirement to perform the services needed. This is an all-inclusive service contract, that is, all Custodial Services are to be included, and there shall be no additional cost for technical requirements that have been inadvertently omitted. The successful firm shall agree to contract with the James Island Public Service District to provide services to Buildings 1 and 2, twice a week (Tuesday & Thursday) as detailed below:

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- (C) Corners and Thresholds Shall be free of dust and cobwebs, dried-soil, crud, finish buildup, and debris.
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Corridors

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Kitchen and Break Areas

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- (AA) Air Vents Shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.

EXHIBIT B

"Insurance"

Insurance

A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:

i. Professional and General Liability

a. Each Occurrence:

\$1,000,000.00

b. General Aggregate:

\$2,000,000.00

ii. Workman's Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL's employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).

iv. Umbrella/Excess Liability

a. Each Occurrence:

\$1,000,000.00

b. General Aggregate:

\$2,000,000.00

- B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.
- D. Before DISTRICT is to execute this AGREEMNT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.