

BOONE COUNTY SCHOOLS SERVICE PROPOSAL 2022-2023

Anderson Commercial Cleaning, LLC, whose address is 112 Burley Way Mt. Sterling, KY 40353 (Vendor) agrees to provide to Boone County School District 8330 US Hwy 42 Florence, KY 41042 (Client) all hourly labor and hourly supervision necessary to assure the performance of School Custodial cleaning services for their district campuses.

The Services that the Company shall provide to the Client are as set out on the Services Agreement attached to be effective _____ 2022 through June 30, 2023 with the opportunity for continual renewal.

Term

The Company shall provide such Services to the Client on an hourly per employee basis with a commencement date established by both the Vendor and the Client.

The Client, at its sole option, has the right to renew or expand the scope of the Services to be provided.

The Company Services shall be payable monthly at the rate of \$20.50 hourly per each 5 custodial employees and \$24.50 for 1 custodial supervisor for campus facilities. This will consist of 5 employees and 1 supervisor for 260 days. District estimated cost for 5 custodians for a 260 day year totals \$213,200.00 and estimated cost for working supervisor total \$50,960.00. Additional custodial staff and supervisors may be provided as needed upon request.

Service Schedule

The Vendor's cleaning staff shall perform the Services for the Client on the dates and times as agreed to between them and shall observe all holidays of the Client except when other custodial coverages are needed.

The Vendor shall adapt the service schedule to meet and serve the Client's needs and requests.

Invoicing

The Vendor will invoice the Client on a bi-weekly basis by providing an up-to-date invoice along with timecards documenting employee hours.

Cleaning Supplies

The Client shall provide and maintain all necessary cleaning supplies to the Vendor staff.

The Company shall ensure that it maintains at all time or times, proper safety standards in connection with the performance by Vendor of the Services at the Client's location where Services are to be performed.

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Insurance

A copy of the Vendor's insurance shall include comprehensive liability coverage, property damage, and Worker's Compensation and is attached. The client will also be added to the Vendor's General Liability Insurance as an additional insured.

Independent Contractor

Any and all staff or personnel supplied by the Vendor for the performance of the Services shall be deemed employees of the Company and cannot accept positions within Boone County School District until 1 year after employment with Anderson Commercial Cleaning has been terminated.

Price Increases

Any prices quoted to the Client shall remain in full force and effect for a period through June 30, 2023.

The School Custodial Service Agreement is attached for approval and signature.

Signed:

Melissa McCall, Project Manager

Melissa McCall

Date 3/8/22

Initial MM

Custodial Cleaning Services Agreement

This cleaning Services Agreement is dated this _____ day of _____, _____.

CLIENT

Boone County School District

8330 US Hwy 42

Florence, KY 41042

(the "Client")

VENDOR

Anderson Commercial Cleaning, LLC

112 Burley Way

Mt. Sterling, KY 40353

(the "Vendor")

BACKGROUND

A. The Client is of the opinion that the Vendor has the necessary qualifications, experience and abilities to provide cleaning services to the Client.

B. The Vendor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Vendor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Vendor to provide the Client with the following cleaning service (the "Services"):

- a. Monthly / Hourly Custodial Cleaning Services at the rate of \$20.50
- b. Monthly / Hourly Custodial Supervisor Services at the rate of \$24.50

2. The "Vendor" shall comply with all local, state and federal policies, regulations and laws applicable to the Boone County School District, including, but not limited to, a requirement that all persons provided by the contractor shall submit to criminal history background checks approved by and acceptable to the Superintendent in accordance with Board Policy 4.32 and KRS 160.380.

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CLEANING SUPPLIES

3. The Client shall provide and maintain all necessary cleaning supplies to the Vendor.

TERMS OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force through June 30, 2023 with the possibility of an annual renewal based on the Vendor's ability to commit to continuous quality of service of the life of the contract.

5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.

6. In the event that either Party breaches a material or services provision under the Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against reasonable damages.

7. This Agreement may be terminated at any time by mutual agreement of the Parties.

8. Except as otherwise provided in this Agreement, the obligations of the Vendor will end upon the termination of this Agreement.

ACCEPTANCE AND CAPABILITY TO DELIVER TECHNICAL REQUIREMENTS

9. The Vendor shall ensure that it maintains at all times, proper safety standards in connection with the performance of the Services at the Client's location where Services are performed. The Vendor's Safety Standards Manual will be available upon request and is maintained through our online INSnetworld account.

PERFORMANCE

10. The Vendor agrees to provide the Supervisor Oversight necessary to ensure that ALL Services binding of this Agreement are provided at a minimum service Level 2 standard and the target service Level of 1.

11. The Vendor will provide a monthly Quality Review of Services provided and review all findings with the Client.

12. Upon acknowledgement of dissatisfaction by the Parties, the Client will allow the Vendor to correct any faltering of Services within 7 days.

13. Upon the inadequate curing or continuing of faltering services, if not corrected within an additional 7 days the Client may terminate this agreement immediately.

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CURRENCY

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

15. The Client will be invoiced the 1st of every month along with applicable timecards.

16. Invoices submitted by the Vendor to the Client are due within 30 days of receipt.

CONFIDENTIALITY

17. Confidential information (the "Confidential Info") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

18. The Vendor agrees that they will not disclose, divulge, reveal, report of use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The Vendor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. The obligations of confidentiality will apply during the Term and will end on the termination of the Agreement except in the case of any Confidential information which is a trade secret in which case those obligations will last indefinitely.

INSURANCE

19. The Vendor shall at all times maintain insurance applicable to the Services being performed by the Vendor. Such insurance shall include Comprehensive liability coverage, Property damage, Auto liability and Worker's Compensation.

20. The Vendor shall furnish to the Client a copy of such relevant insurance policies upon request of the Client.

RETURN OF PROPERTY

21. Upon the expiration or termination of this Agreement, The Vendor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

22. Upon the expiration or termination of this Agreement, The Client will allow the Vendor to remove all cleaning equipment and personal effects of employees that is located at the property of the Client.

CAPACITY/INDEPENDENT VENDOR

23. In providing the Services under this Agreement it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. The Vendor and the Client acknowledge that this

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Agreement does not create a partnership or joint venture between them and is exclusively a contract for services. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Vendor during the Term. The Vendor is responsible for paying, and complying the reporting requirement for, all local, state and federal taxes related to payments made to the Vendor under this Agreement.

24. Any and all staff or personnel supplied by the Vendor for the performance of the Services shall be deemed employees of the Vendor, and at no time shall they be considered for employment of the Client for up to 1 year after ending employment with the Vendor.

NOTICE

25. All notices, requests or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. _____

Or the applicable contact email

b. Anderson Commercial Cleaning, LLC
112 Burley Way Mt. Sterling, KY 40353

Or Melissamccall@andersoncommercialcleaning.com

Or to such other addresses as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

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MODIFICATION OF AGREEMENT

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

28. The Vendor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

30. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

SEVERABILITY

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures this ____ day of _____, _____.

BOONE COUNTY SCHOOL DISTRICT

Signed: _____

Officer's Name and Title: _____

ANDERSON COMMERCIAL CLEANING, LLC

Signed: _____

Officer's Name and Title: _____

Initial _____

OWNERS INS. CO.

AGENCY RAY ROGERS INSURANCE AGENCY
14-0192-00 MKT TERR 121

Company
Bill

POLICY NUMBER
Company Use

52-358-045-00
52-21-KY-1906

INSURED ANDERSON COMMERCIAL CLEANING

Term 06-07-2021 to 06-07-2022

SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:	
OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY	COMBINED SINGLE LIMITS	
		General Aggregate	\$2,000,000
		Products and Completed	
		Operations Aggregate	\$2,000,000
		Occurrence	\$2,000,000
		Personal/Advertising	
		Injury	\$2,000,000
OWNERS INSURANCE COMPANY	AUTOMOBILE LIABILITY	COMBINED SINGLE LIMITS	
		All Owned Automobile Liability	\$1,000,000
		Hired/Non-Ownership	
OWNERS INSURANCE COMPANY	EMPLOYER'S LIABILITY	LIMIT	
		Bodily Injury by Accident	\$1,000,000
		Bodily Injury by Disease	Per Employee
		Bodily Injury by Disease	\$1,000,000