



MANAGEMENT SERVICE AGREEMENT

This Management Service Agreement (the "Agreement") is made 06/15/2017, between ABM Industry Groups, LLC ("Contractor") and Plum Borough School District ("Client").

1. **Services.** Contractor will provide Management and related services to Client or its agent at the following location(s): **Plum Senior High School, AE O'Block Junior, Pivik Elementary, Center Elementary, New Holiday Park, Regency Park @ Holiday Park, New Bus/Maintenance Facility, FB Weight Room, and Field Storage Garage**, according to the specifications attached as Exhibit A. Contractor may perform the services by any reasonable means and shall not be responsible for delays in performance beyond its control.
2. **Term.** This Agreement shall be in effect for 3 years(s), commencing July 1, 2017, and shall continue thereafter for successive periods of twelve months.
3. **Termination.** If Client is dissatisfied with the quality of the services, Client may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within 30 days, Client may then terminate this Agreement by 30 days' written notice to Contractor. Client may terminate this Agreement at any time upon 30 days' written notice if Client vacates the premises. Contractor may terminate this Agreement by 30 days' written notice to Client and may terminate services at any time without notice for nonpayment. Notwithstanding the foregoing, in order to assure WARN Act compliance, the Client shall provide at least 75 days' prior written notice of cancellation, only if the number of Contractor's employees assigned to Client's account is equal to or exceeds 50 employees at any time during the six month period prior to the notice of termination, unless the premises is destroyed or otherwise rendered uninhabitable due to unforeseen circumstances. All property furnished by Contractor under this contract shall remain its property. Upon the termination of this contract, Contractor shall have a reasonable time to remove its property from Client's premises.
4. **Price.** Client agrees to pay Contractor on a monthly basis for the services in accordance with the schedule attached as Exhibit B. Payment shall be due within 20 days from the earlier of the date of invoice or the last day of each month for which services were performed. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to Contractor on any past due payment not received within 15 days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse Contractor for its attorneys' fees and collection costs. The price is based upon the service area and frequency of services in the attached specifications. If there is any change in either, Client and Contractor agree to negotiate a reasonable price adjustment.
5. **Adjustments for Wages and Fringe Benefits.** The attached price schedule is based on present wages and fringe benefits. If wages or fringe benefits increase above those in effect on the date of this Agreement, Client agrees to proportionate increase in the price. Since wage and fringe benefit increases may be retroactive, price increases due to such cost increases shall be payable retroactively. Contractor will notify Client as soon as possible if retroactive payments may be due. Client's obligation for such price adjustments shall survive the termination of this Agreement.
6. **Extraordinary Cost Changes.** If any extraordinary event affects Contractor's costs, upon notice to Client the parties agree to negotiate a reasonable adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect itself.
7. **Equipment.** In event that this Agreement is cancelled or terminated prior to the expiration of its then current term, Client shall pay Contractor within thirty (30) days after such cancellation or termination for any unamortized

costs of any equipment purchased by Contractor for use at the Client's locations. The amortization period shall be based on the date that the equipment was put into service.

8. Holidays. Contractor is not obligated to perform services on the following holidays: Christmas Day, New Years Day, 4th of July, Memorial Day, Labor Day, and Thanksgiving Day. Services on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the work week shall be subject to additional charge of a full day at straight time if wages are required to be paid for that day.

9. Indemnification. Contractor shall indemnify, defend and hold harmless Client from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death and property damage (hereinafter referred to as "Claims(s)") but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents and employees, and which arise out of work performed under this Agreement. The foregoing provision shall only benefit Client if Client notifies Contractor in writing of such Claim within 5 days of same being reported to Client or its representative. Notwithstanding the foregoing, if Contractor is required by Client to clean or wax floors when being used by employees, customers, tenants, or business visitors, Contractor shall not be responsible for any Claim in connection therewith. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or causes beyond Contractor's reasonable control. Contractor shall not be liable for disposal of documents or valuable items, other than office furnishings, left on floors, and Client shall indemnify and hold harmless Contractor from claims for such disposal. Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. Client shall indemnify, defend and hold harmless Contractor from Claims to Contractor's employees and others resulting from the condition of Client's premises or equipment but only to the extent same are not caused by Contractor's fault.

10. Insurance and Taxes. Contractor agrees to maintain in full force and effect during the term of this agreement the following insurance coverages with regard to the work performed for Client under this Agreement: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence; and 3) Workers' Compensation insurance with statutory limits and with an employers liability limit of at least \$500,000 (except to the extent that Contractor has opted out of the workers compensation insurance system in Texas). Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Upon request, Contractor will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions. Contractor, Client and their insurers shall waive all rights of subrogation against one another for property damage claims. Contractor shall be responsible for paying all payroll based taxes affecting its employees. Client agrees to pay for any sales and use taxes as well as increases in any taxes, workers' compensation, liability insurance and other similar expenses of Contractor.

11. Independent Contractor. Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. The janitors will be employees of Contractor and Contractor will pay for all wages, expenses, federal and state payroll taxes and any similar tax relating to such employees, and will provide uniforms in accordance with Contractor's established standards. In the event any employees or former employees of Contractor or its affiliates are employed by Client or by any of Client's affiliates during the term of this Agreement or within 90 days after its termination, Client agrees to pay to Contractor a fee equal to 10 percent of the annualized compensation of each such employee or former employee.

12. Employees. Upon written request by Client, Contractor will remove from service any employee assigned to Client's premises who has engaged in improper conduct, including without limitation, a breach of Client policies or failure to perform the duties herein, provided such request is in accordance with the laws and collective bargaining agreements, if applicable. Contractor shall supervise the janitors through Contractor's designated personnel. In the event Client assumes any supervisory duties toward the Contractor's employees or directs their acts or services, Client shall assume responsibility and shall indemnify, defend and hold Contractor harmless from loss, liability or expense arising therefrom.

13. Keys. Contractor shall not be provided master keys to any property. Should access to a master key be required, Client will provide a key box or lock box for such master key(s) at the property. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).

14. Notices. Notices, requests, demands, etc., shall be written and delivered or mailed with postage prepaid

to Client at:

ATTN: _____

to Contractor at:

ABM

ATTN: _____

With a copy to:
ABM Legal Department
1111 Fannin Street, Suite 1500
Houston, TX 77002

15. 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 herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract, purchase order, agreement or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Client:

Plum Borough School District

Contractor:

ABM Industry Groups, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A
Scope of Services

8. PROJECT MANAGER/SUPERVISOR

The Vendor shall provide a Project Manager/Supervisor with a minimum two-year degree in facilities management or a related field, and five (5) years of business or facilities management experience. The Project Manager/Supervisor shall be a full-time, full-year on-site Project Manager/Supervisor. The District will provide office space and reasonable furnishing with a restricted in-District phone. The Vendor is responsible for any additional equipment, supplies, assistance, or secretarial help. In addition, the Vendor will provide the Project Manager/Supervisor assigned to the District with a cell phone.

Upon request and prior to awarding a contract, Vendor shall submit the resumes of its management team.

9. A VENDOR MANAGED COMPUTERIZED CLEANING COST ANALYSIS PROGRAM ALONG WITH COMPUTERIZED WORK ORDER SYSTEM

10 . RISK MANAGEMENT PROGRAM

The vendor should propose a Risk Management Program to include product liability insurance, quality control, professional advice, safety, and environmental concerns.

11. CHEMICAL PROPORTIONING SYSTEM

The vendor should propose a proportioning system to be utilized at the user site. This should be a push button dispensing system, which will meter the selected product at the correct dilution rate without waste. Metering tips should ensure consistent dilution accuracy. Product usage wall charts using the same color and number coding system will be provided as required. Quick reference materials in a laminated, color-coded format shall be provided as requested. Vendor shall include descriptive literature of the system proposed. Vendor shall provide initial proportioning systems free of charge and install in all areas that currently have one if new equipment is required.

12. TRAINING

The Vendor is to have, in-place, an on-going, effective and documented training program that includes at a minimum all local, state and federally mandated training and contains, at a minimum:

AHERA, Floor Tile Care, Basic General Cleaning Procedures, Battery Safety, Blood-borne Pathogens, Carpet and Hard Surface Care, Handbook Review, Lock-out/Tag-out Procedures, Ladder Safety, Personal Grooming, Right-to-Know including Material Safety Data Sheets (MSDS), Safety, Sexual Harassment, minor mercury spill cleanup, DEQ requirements from SPS Storm Water Management Plan and PBSO contract expectations.

13. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Vendor must comply with all applicable federal and/or state Equal Employment Opportunity requirements in providing employment and promotion opportunities.

14. DISCRIMINATION PROHIBITED

In accordance with Pennsylvania Law, 62 Pa. C. S. A. § 3701, Vendor agrees that:

In the hiring of employees for the performance of work under any contract with the District, no Vendor, or any person acting on behalf of the Vendor, shall by reason of gender, race, religion, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Vendor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, religion, creed or color.

15. HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, Vendors and others. The Vendor shall agree to comply with the provisions of the Act as amended that is made part of this specification.

16. EMERGENCY SERVICES

The Vendor agrees that its management will respond to any emergency requests made necessary by weather conditions, plumbing failure, leaks, or accidents; 24 hours per day, 7 days per week, 365 days per year. Any additional services of this nature must be pre-approved by the District's designated administrator on call.

17. SCHOOL CLOSINGS

The Vendor agrees that its management is required to work on all "inclement weather days." In addition to minor snow removal around school entrances, they will be required to perform other tasks.

18. RENOVATIONS

During times of repairs, remodeling, renovations and construction, upon request of the District's designee, Vendor will re-assign employees or discontinue the custodial work normally performed in these areas.

19. KEYS, KEY FOBS AND ALARM CODES

The District shall provide the Vendor with keyless entry fobs, keys and alarm codes, as the case may be, for each school. Keys, key fobs and alarm codes must not be traded between or shared among employees. The Vendor manager will be required to sign for his/her exterior door key or key fob. At no time shall copies be made of any keys issued. If additional copies are needed, the Vendor must obtain keys from the District's designee.

20. ENERGY CONVERSATION

Every effort shall be made to conserve energy whenever possible throughout the cleaning and maintenance schedule. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating.

21. TOOLS AND CLEANING SUPPLIES

The Vendor will provide all basic cleaning tools including (but not limited to) the following at each school: brooms, dry mops, dusters, dustpans, flashlights and batteries, mop buckets and wringers, mop heads/handles, snow shovels, squeegees, street (push type) brooms, wet mops, exterior brooms, yard rakes, custodial carts/barrels, micro-fiber supplies and equipment, plungers and other tools necessary to perform the services specified in this contract. The Vendor will also supply all soaps, wax and cleaning solutions. The District will supply all necessary tools, equipment, supplies and vehicles for general maintenance employees. These items may not be transferred to another client or to another client's site. Maintaining all cleaning equipment and tools will be the responsibility of the Vendor. The District designee must review and approve all vendor-owned equipment prior to the start of use to guarantee the safety of our facilities and ensure that it is appropriate for use in our buildings. In addition to the items listed in the previous section, District will maintain and replace (when necessary) District owned cleaning equipment.

22. USE OF EQUIPMENT, TOOLS AND CLEANING SUPPLIES

It will be the Vendor's responsibility to ensure that District employees use the equipment, tools, and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state, and federal regulations.

District expectations include:

- a) Vendor must appropriately maintain all equipment to ensure its proper operation and preserve its expected life cycle.
- b) Unless under warranty repair, Vendor must make all repairs in a fashion that appropriately maintains the capital value of the equipment throughout its life cycle.
- c) Vendor must notify the District and receive approval from the District Designee prior to disposing of any piece of District owned equipment.
- d) As equipment reaches the end of its useful life cycle and/or becomes obsolete the vendor may propose replacement by District or by Vendor as negotiated.
- e) At no time shall the use of District owned equipment provide justification for Vendor to fail to meet their obligations for cleaning productivity, cleaning quality, or customer service as required in the contract.

23. ASBESTOS

Like many older schools, Plum's school buildings include some asbestos containing building materials. Some of the most common locations include old floor tile, old HVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls. Each school has, and the District's designee has, a copy of the District's asbestos management plan for each school. These are available for public inspection. The Vendor chosen should familiarize themselves with the various sources of asbestos in the school(s) to which they are assigned.

24. HAZARDOUS SUBSTANCES

The Vendor will ensure that any substances defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws.

25. GOVERNMENT REGULATIONS AND DISTRICT POLICIES

The Vendor must have a complete working knowledge of, and must comply with, all of the following:

- a) Asbestos Hazard Emergency Response (AHERA) regulations.
- b) All other applicable federal, state, and local laws, codes, and regulations.
- c) Plum Borough School District Board policies and administrative guidelines.

26. LICENSES AND PERMITS

The Vendor shall obtain at its own expense any necessary licenses and permits to provide the services specified in the contract.

27. INDEPENDENT VENDOR

It is expressly agreed between the Vendor and the District that the Vendor will act as an independent contractor in the performance of its duties under this contract and under no circumstances shall any employee of Vendor be deemed an employee of the School District.

Vendor shall be wholly responsible for paying all taxes including but not limited to federal and state income taxes, FICA, FUTA, workers' compensation, unemployment and single business taxes to the extent that any or all of the foregoing are applicable. The Vendor shall defend, indemnify and hold harmless the District from and against any claims by any taxing authority, for any taxes, interest or penalties relating to the Vendor or its employees or agents, if any.

The Vendor shall acquire worker's compensation insurance for employees or agents assigned to work at the School District, and shall defend, indemnify and hold harmless the District from and against any claim for worker's compensation brought by or on account of the Vendor or by any of its employees or agents.

28. EMPLOYMENT RELATED EXPENSES

Vendor shall be responsible for all employment related expenses of its employees including, but not limited to, payroll taxes, workers' compensation, unemployment compensation; federal and state mandated leave time, retirement, health insurance, and other employment related benefits.

29. INDEMNIFICATION REQUIREMENTS

The Vendor will agree to indemnify and hold harmless and defend the District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, and agents from and against any and all claims, costs, expenses, damages, and liabilities including reasonable attorney's fees, arising out of the negligent acts or willful misconduct of the Vendor and its employees. The Vendor agrees to accept full responsibility for any and all damages, including damage to the District's property and/or to other persons as a result of Vendor's operations. The Vendor further agrees to promptly repair any such damage in accordance with the District's instructions.

30. INSURANCE REQUIREMENTS

Vendor must state level and nature Vendor's insurance coverages which Vendor proposes to maintain for the duration of its contract with the School District.

Vendor will provide the District with the required insurance certificates before Vendor begins providing services and annually thereafter. These certificates of insurance shall be submitted to the District's designee. The certificates of such insurance shall designate the School District as a co-insured.

A minimum 30-day cancellation clause is required on all insurance policies. Policies will require that the carrier notify the School District in writing at least 30 days before the cancellation is to become effective.

It is anticipated that Vendor will be able to carry commercial general liability insurance, including personal injury, blanket contractual liability and broad form property damage, with limits of no less than one Million Dollars (\$1,000,000) combined single limit per occurrence; and include theft and mysterious disappearance for which the Vendor is legally liable; as well as, (a) commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Vendor while performing under this Agreement; (b) errors & omissions liability insurance, applicable to the acts, errors or omissions; and (c) employment practices liability insurance, applicable solely to the liability of Vendor;

31. PROPERTY DAMAGE

The Vendor shall inform the applicable principal and District designee of any vandalism, evidence of attempts to force entry and all other damages to any buildings. The Vendor's employees shall report, in writing, any items that require maintenance or repair that are discovered during the process of this contract.

The Vendor shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment, and/or contents caused by the Vendor's employees. Vendor is solely responsible for the conduct of its personnel.

The Vendor shall cooperate fully with the District and with any Law Enforcement authorities in the investigation of any unlawful activities suspected of the Vendor's employees while working on the District's sites. If personnel employed by the Vendor are found to have committed theft or other

unlawful activities on any of the District's sites, the Vendor shall be responsible to the District for restitution which will include, but not be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.

32. IMPROPER CHEMICAL USE

If the Vendor uses chemicals or cleaning methods not specifically requested by the District that damage the District's property, the Vendor shall pay for the property's replacement or repairs.

33. SITE INSPECTIONS

Vendor's Project Manager/Supervisor, the District's Designee and other personnel as deemed appropriate by the District's Designee will perform periodic inspections of each school building and grounds (1) to ensure tasks are completed according to the District's requirements, (2) to ensure that the quality of work is satisfactory and (3) to ensure the Vendor's compliance with other terms of the contract. In addition, an inspection of all schools will be conducted prior to each school year.

Vendor's Project Manager/Supervisor will use inspection forms or pre-printed forms mutually agreed upon between the District and Vendor. Upon completion of each inspection, the Vendor will provide a copy of the inspection form to the District before leaving the school.

These requirements are not intended to limit the Vendor's responsibility to inspect or control its own work, nor does it limit the District's right to inspect any building at any time. Inspections are to be conducted with the District's designee and other personnel as deemed appropriate by the District designee.

The District's designee may also periodically inspect the schools and may report any deficiencies and all unsatisfactory performance to the Vendor. Vendor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the District designee's opinion, to correct unsatisfactory performance, all costs incurred by the District to correct the deficiencies will be deducted from the monthly payment to the Vendor.

34. SAFETY

The Vendor's Project Manager/Supervisor shall volunteer to be a member of the Plum Borough School District's Safety Committee.

The Vendor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to OSHA and the Right-to-Know. The Vendor shall be responsible for the workplace safety and health of its personnel while they are performing their services the School District.

35. FINES FOR OSHA AND DEQ VIOLATIONS

If the District is assessed any fines for OSHA and DEQ violations If the District is assessed any fines for OSHA and DEQ violations arising out of these contract services and attributable to the

Vendor, the Vendor shall reimburse the District for these fines by commensurately reducing the charges on the monthly invoice.

Exhibit B
Pricing and Payment of Schedule

Itemized Fee Schedule

(6% mark-up included in Itemized budget numbers below)

| 2017/2018 Itemized Budget | ABM Budget |
|---|----------------------|
| | |
| Services | 2017/2018 |
| Waste Removal | \$ 35,000.00 |
| Asbestos | \$ 1,500.00 |
| Auditorium Lighting & Sound | \$ 8,000.00 |
| Backflow Device Testing | \$ 6,000.00 |
| Rigging Inspection | \$ 9,200.00 |
| Card Swipe Systems | \$ 5,500.00 |
| Electrical | \$ 15,000.00 |
| Elevators | \$ 19,250.00 |
| Fire Alarm System | \$ 6,500.00 |
| HVAC | \$ 100,000.00 |
| Indoor Air Quality Testing | \$ 1,500.00 |
| Lead Removal | \$ 5,000.00 |
| Misc. Building Repairs | \$ 40,000.00 |
| Plumbing | \$ 15,000.00 |
| Pool Maintenance & Water Testing | \$ 5,100.00 |
| Roofing | \$ 5,000.00 |
| Security System | \$ 5,000.00 |
| Window Replacement | \$ 1,500.00 |
| TOTAL | \$ 284,050.00 |
| | |
| Supplies | 2017/2018 |
| Walk-Off Matting | \$ 5,500.00 |
| Custodial Supplies | \$ 16,100.00 |
| Consumables (liners, paper products, soap) | \$ 65,000.00 |
| Tools/Tool Rental | \$ 7,000.00 |
| Paint and Carpentry Supplies | \$ 5,500.00 |
| Grease Trap Treatments | \$ 7,800.00 |
| Misc. Supplies | \$ 6,000.00 |
| TOTAL | \$ 112,900.00 |
| | |
| CMMS (Work Order System)/Quality Assurance | \$ 15,961.72 |
| | |
| Total Equipment/Repair/Supply/POM Services | \$ 412,911.72 |

Pricing

PLUM BOROUGH SCHOOL DISTRICT

TOTAL PROPOSAL PRICE FOR CUSTODIAL MANAGEMENT SERVICE AND SUPPLIES:

Option 1 (Recommended)

**Management: Full Time Project Manager & Full Time Custodial Area Supervisor
POM Services, Including Tools, Supplies, and Purchased Services**

| | |
|--------------------|----------------------|
| YEAR 1 (2017-2018) | \$ <u>591,239.06</u> |
| YEAR 2 (2018-2019) | \$ <u>597,151.45</u> |
| YEAR 3 (2019-2020) | \$ <u>606,108.72</u> |

| | |
|--|---|
| Fixed Fee Billing – Management Portion Total: | Year 1 <u>\$178,327.34</u> (July 1,2017 - June 30,2018) |
| | Monthly: <u>\$14,860.62</u> |
| | Year 2 <u>\$184,239.73</u> (July 1, 2018 - June 30,2019) |
| | Monthly: <u>\$15,353.31</u> |
| | Year 3 <u>\$193,197.00</u> (July 1, 2019 – June 30,2020) |
| | Monthly: <u>\$16,099.75</u> |

POM Services, Including Tools, Supplies, and Purchased Services Pricing:

Under this agreement all POM (Purchase of Materials) Services, Including Tools, Supplies, and Purchased Services will be billed per invoice with a 6% mark up on all invoices outside of previously established vendor contracts with Plum Borough School District, which will be paid directly by the District with no mark up from ABM Industry Groups, LLC. ABM Industry Group, LLC will also be restricted from charging any mark up on materials/supplies once the cap (as described in the itemized bid sheet) of \$412,911.72 is met. All materials/supplies purchased after the amount of \$412,911.72 is met, will be a straight pass through cost to the district with NO mark up.