Operations/Maintenance & Custodial Supervision Services
Request for Proposal

ECORSE PUBLIC SCHOOLS

Operations/Maintenance & Custodial Supervision Services
Request for Proposal

Distributed by:

Ecorse Public Schools
27225 West Outer Drive
Ecorse, MI 48229
Operations/Maintenance & Custodial Supervision Services
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I. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to obtain Operations and Maintenance/Custodial Supervision Services within the Ecorse Public School (EPS) environment by allowing companies that offer these services the opportunity to bid their product to the EPS in a fair and competitive manner. We are looking for a company who could provide someone to oversee our Maintenance/Custodial Staff and building repair at a minimum of 2-3 hours per day. This company would provide a set schedule and be on call as well.

EPS operates and maintains three schools and one centralized administration site. These four buildings serve the local community by providing quality education for K-12 school aged children in Ecorse.

EPS has a need to seek a company who offers supervision to Operations/Maintenance and Custodial Staff. The method and timing of replacement will be governed by many factors. Subsequent to this RFP, EPS may negotiate a purchase agreement or blanket pricing for the replacement of older equipment and new purchases.

In order to maintain the highest levels of reliability, efficiency and cost effectiveness for its users and members EPS would like to identify the best of breed competitors in this field.

EPS requires quality solutions to be used in the delivery of mission critical applications.

II. NOTICE TO BIDDERS

The Ecorse Public Schools Charter District (“EPS”, “District”, or “School”) is requesting proposals for “Custodial, Grounds Maintenance, and Facility Maintenance Supervision Services” for five schools within the District. Proposals addressed to:

April Ackerman-Miller, Secretary
Ecorse Board of Education
27225 W. Outer Drive
Ecorse, MI 48229

Until 4:00 PM October 6, 2016, at which time they will be publicly opened and read.

A copy of the Request for Proposal can be obtained on ecorsek12.org

EPS reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the District. EPS further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the District determines not to be in the best interest of the District.

The purpose of this Request for Proposals (“RFP”) is to establish a contractual relationship with one or more experienced and qualified service providers for the above listed services.
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Responses to this RFP may also be used to establish a list of approved contractors for related services at campuses other than those listed herein.

III. INSTRUCTIONS TO BIDDERS

1. Each interested bidder shall furnish as part of this proposal a complete general description of experience in the fields of Custodial, Grounds Maintenance, and Facility Maintenance supervision service as related to the service you propose to provide. Please reference the scopes of work provided in Attachments A-E of this RFP. Included shall be the following in order:

   a. Cover Letter indicating the services and Regions you are proposing to provide (1 page)
   b. Firm Information (1 page)
      i. Name and local address(es) of the firm
      ii. A brief overview of firm history, philosophy and capacities
      iii. Franchise Tax Account Status page from a Certified Public Accountant
   c. Experience: Describe the Contractor’s duration and extent of experience in the execution of Custodial services, Ground Maintenance services and/or Facility Maintenance services. (1 Page)
   d. Approach: Present overall approach (supervision, staffing, training, safety, means and methods, quality control, monitoring and controlling, reporting, collective action) to meet the Scope of Work for each service(s) being proposed by the Contractor. If the Contractor proposes additions, modifications, changes, substitutions, or deletions to the Scope of Work that will add value to EPS, provide such with explanation in Section J – Exceptions. Clearly state on the Bid Forms that the services priced did or did not include these additions, modifications, changes, substitutions, or deletions. (5 Page maximum)
   e. Qualifications: Describe the qualifications of key Contractor personnel and supervisory and other support personnel. (1/2 Page per Person)
   f. Current Client List in the cities where an EPS campus is located where Contractor is providing the services being proposed. Provide name and address, length of service, and services being provided.
   g. Termination History: List clients/programs where Contractor’s services have been discontinued or terminated for any reason, in the last five years and the reasons why.
   h. Bid Forms
   i. Submittals
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j. Exceptions: Submit as an attachment, any and all proposed exceptions, alterations, additions, or modifications to this RFP.

2. Please submit (1) one original, four hard copies and an electronic copy of the proposal. Hard copies must be bound. Electronic copies must be submitted in a flash drive or in a CD. We do not accept proposals via email.

3. Proposals are to arrive no later than the due date and time and shall be addressed to:

        April Ackerman-Miller, Secretary
        Ecorse Board of Education
        27225 W. Outer Drive
        Ecorse, MI 48229

4. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.

5. At any time prior to the specified time and date set for proposal opening as set forth above, a bidder or a designated representative may withdraw a submitted proposal by submitting a request in writing.

6. All responsive proposals shall include the submittals and forms provided in this RFP. It is permissible to copy these forms if required.

7. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.

8. It is the responsibility of all bidders to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.

9. Awards, if any, shall be made with reasonable promptness to the Contractor(s) whose proposal(s) in accordance with the Criteria Evaluation best conforms to the invitation and will be the most advantageous to EPS. The award(s) may be made on the basis of factors other than the lowest price proposal.

10. Unless otherwise specified, this contract shall be valid for the 2016-2017 school year. The contract may consist of a master service agreement with specific local agreements tailored to each school for individual integrated services or another contract method that best serves EPS and is agreeable to the selected Contractor(s).

11. Prices shall remain firm for the first year of any contract awarded. If a price increase is determined to be necessary, proper and advance notice will be sent by the Contractor to the office of the Superintendent immediately upon the decision being made by the Contractor to increase the price for any services. All price increases must have prior approval of EPS.
12. The preferred contract type to be awarded is a fixed monthly fee. However, if a Contractor has reason to believe a better (more cost effective) method is practical, then the Contractor is encouraged to offer that better pricing option as an alternative in its submitted proposal. EPS will consider any type of contract it feels provides the best value.

13. EPS reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.

14. EPS is exempt from local, state and federal taxes. EPS will supply tax exemption information upon request. In the event that taxes are imposed on the goods and/or services purchased, EPS will not be responsible for payment of the taxes. The Contractor shall bear the responsibility for all taxes.

15. EPS standard payment terms are net 30 days after receipt of invoice. Contractor may offer EPS a cash discount for payment of an invoice(s) with stated discount terms. Contractor’s invoices should be sent to the District main office.

16. Contractor’s invoices must contain the appropriate purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Contractor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

17. In the event a Contractor presents EPS with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. EPS will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Contractor.

18. There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by EPS. However, the Contractor shall furnish all required goods and/or services to EPS at the stated price, when and if required.

19. Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Michigan without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Michigan, and agree that any court of competent jurisdiction sitting in the County of Wayne, State of Michigan, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

20. It is understood and agreed that the Contractor is a separate legal entity from EPS and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of EPS. The Contractor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and
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control, payment of salary (including withholding of income taxes and social security), workers’ compensation, disability benefits and like requirements and obligations.

21. If, following seven (7) calendar days of a written notice to a Contractor identifying defective or nonconforming work, the Contractor or its sub-contractors fail to correct such defective or nonconforming work, EPS may order the Contractor to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Contractor or its sub-contractors. If EPS requires the defective or nonconforming work to be corrected by a service provider other than the Contractor, the Contractor will be responsible for the cost incurred by EPS to remedy the Contractor’s defective or nonconforming work.

22. In the performance of the Contractor’s services, the Contractor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Contractor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Contractor’s activities.

23. Notwithstanding any other provision of this Request for Proposal (including all attached documents), the School expressly reserves the right to: a. Waive any insignificant defect or informality in any proposal procedure. b. Reject any or all proposals. c. Reissue a Request for Sealed Proposal.

24. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / CONTRACTOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST ECORSE PUBLIC SCHOOLS, AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

IV. WEIGHTED CRITERIA EVALUATION

The evaluation of proposals will be based on the following criteria and scored in the following Manner: Mandatory Criteria Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria:

- Contractor is properly incorporated or licensed to do business in the State of Michigan
- Contractor doesn’t have a record of substandard work
- Contractor has submitted a proposal, meeting all of the requirements of the RFP

Evaluation Criteria

Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

1. The experience and reputation of the Contractor in providing similar services to public schools.
2. The financial strength and resources of the Contractor to meet the School’s needs throughout the term of the resulting contract.
3. Qualifications of key Contractor personnel and supervisory and other support personnel.
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4. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all points identified and addressed herein under Specifications.

5. General approach by Contractor to meet the Scope of Services and District needs in an effective and efficient Manner.

6. Contractor’s bid pricing proposed to EPS.

V. STANDARD TERMS AND CONDITIONS

1. PROPOSAL: In response to a Request for Proposal, is an offer to contract with the School based upon the instructions to bidders, standard terms and conditions, scope of work, requirements and specifications, scopes of work, and other attachments of this proposal.

2. BID/PROPOSAL SUBMISSION: Bids/Proposals must be submitted utilizing this document only and must reach the ECORSE PUBLIC SCHOOLS (“EPS”) Purchasing Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.

3. INTERNET DOWNLOADS: Contractors who have not obtained this solicitation document directly from EPS, or who may have downloaded the document from the EPS website, shall be responsible for immediately notifying EPS of their interest in order to receive all written addenda on a timely basis. Contractors who do not so notify EPS and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposals solicitation.

4. REJECTION/AWARD: EPS reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

5. DURATION OF SUBMISSION: Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No bid may be withdrawn during the period of firm offering.

6. SUPPLEMENTAL INFORMATION: All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify the Contractor from consideration.

7. PROPOSAL ERRORS: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Contractor may be removed from approved Contractor list.

8. UNDUE INFLUENCE: In order to ensure the integrity of the selection process, a Contractor’s officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Contractor’s response, directly or indirectly, through any contact with school board members or other EPS officials from the date this solicitation is released until the award of a Ecorse Public Schools
9. CONTRACTUAL RELATIONSHIP: Nothing herein shall be construed as creating the relationship of employer or employee between EPS and the Contractor or between EPS and the Contractor’s employees. EPS shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for EPS employees, nor be covered by the EPS Workers’ Compensation Program.

10. INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless EPS, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney’s fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of EPS is not the cause of the loss, claim, damage expense or cost.

11. GRATUITIES: EPS may, by written notice to the Contractor, cancel this contract without liability to EPS if it is determined by EPS that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of EPS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by EPS pursuant to this provision, EPS shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

12. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of EPS. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. MODIFICATIONS: This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.

15. INTERPRETATION OF EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

16. APPLICABLE LAW: This contract shall be governed by the policies of the EPS Executive Board, laws of the State of Michigan and the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as
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adopted in the State of Michigan as effective and in force on the date of this contract. EPS Board Policies will be made available upon request.

17. ADVERTISING: Contractor shall not advertise or publish, without the prior consent of EPS, the fact that EPS has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

18. LEGAL VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Ecorse Public Schools.

19. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of EPS and to the extent feasible shall be identified by the Contractor as such.

20. FUND AVAILABILITY: Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the EPS Executive Board or otherwise not made available to EPS.

21. ASSOCIATION: Contractors may not use the EPS official logo(s), or any phrase associated with EPS, without the written permission from EPS.

22. RIGHT TO AUDIT: EPS reserves the right to audit the successful bidders’ books. Successful bidder shall establish and maintain a reasonable accounting system that enables EPS to readily verify successful bidders’ expenses and costs of goods with regard to work done under this Request for Proposals. EPS and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Request for Proposals kept by or under the control of the successful bidder, including, but not limited to those kept by the successful bidder, its employees, agents, assigns, successors, and sub-contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

23. CANCELLATION OR RESCHEDULING OF STATEMENT OF WORK SERVICE. Unless otherwise expressly provided in a Statement of Work, EPS may cancel or reschedule a specific task to be performed under a Statement of Work without charge if notice of the cancellation or rescheduling is provided to Contractor at least one (1) business day prior to the effective date of such cancellation or rescheduling; otherwise EPS will pay Contractor an amount equal to eight (8) hours at the applicable hourly rate(s) specified in the applicable Statement of Work or if no labor rate is specified, then at Contractor’s standard hourly rate(s) for each Contractor personnel resource who
was scheduled to provide the cancelled or rescheduled task. EPS will also reimburse Contractor for all non-cancelable, non-refundable expenses incurred by Contractor to the extent that they cannot otherwise be reasonably redeployed or reused by Contractor. To the extent expressly provided in a Statement of Work, cancellation of a specific Service task under a Statement of Work may be subject to payment of an applicable termination fee.

24. CONFIDENTIALITY. Contractor acknowledges that, as a result of its providing the Services to EPS, it may be exposed to highly sophisticated computer systems, products, and databases of proprietary information. Contractor agrees that this and all other information relating to EPS or its customers or suppliers with which Contractor may come in contact while on EPS Sites shall be considered “Confidential Information”. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the other party’s Confidential Information that has been disclosed to it. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same Manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event will the recipient exercise less than reasonable care in protecting such Confidential Information. Except as otherwise provided herein, each recipient will only disclose the other party's Confidential Information on a need-to-know basis to its employees, and to its agents, consultants or contractors or their respective employees, each of which is subject to confidentiality obligations substantially similar to those contained in this Agreement. Nothing herein will prevent either party from supplying such Confidential Information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as a party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles including, without limitation, statements or disclosures to such party's lawyers or accountants.

25. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE: Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. Notwithstanding anything herein to the contrary, EPS shall have the continuing right to terminate this contract at the end of each fiscal year or end of the special revenue fund or grant during the term of the contract with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without EPS incurring any liability to the Contractor as a result of such termination, including early termination charges. If EPS terminates this contract pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to EPS through termination date but shall not be entitled to any early termination charges.

26. EPS'S GOVERNMENTAL IMMUNITY: The Parties are aware that there are constitutional and statutory limitations on the authority of EPS to enter into certain terms and conditions of the CONTRACT, including, but not limited to, any terms and conditions relating to liens on EPS’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on EPS except to the extent authorized by
the laws and Constitution of the State of Michigan. Notwithstanding anything to the contrary in this agreement, the Contractor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to EPS under applicable law.

VI. STANDARD TERMS AND CONDITIONS

A. HEALTH, SAFETY AND ENVIRONMENT (HSE)

1. The Contractor shall ensure the safety of all students, staff, visitors, and Contractor personnel while performing maintenance and custodial duties.

2. Contractor shall provide to each facility MSDS (Material Safety Data Sheets) on all cleaning supplies and other chemicals used at the respective facility.

3. The Contractor shall ensure environmentally friendly products to be used where possible.

4. The Contractor shall ensure floor areas being worked on will have adequately positioned caution signs.

5. The Contractor shall ensure custodial and maintenance storage rooms are kept clean and orderly.

6. The Contractor shall be responsible for all injuries to persons caused by its staff, equipment or supplies.

7. The Contractor shall wear adequate safety equipment for the tasks involved (e.g. Safety shoes), and train their employees on the safe use of hazardous materials in the workplace. Training shall be documented in English and Spanish.

8. The Contractor shall ensure all containers of hazardous materials are clearly identified, labeled and properly stored and safeguarded at all times.

9. The Contractor shall be responsible for all damage caused by its employees, its equipment or its supplies, the School's property, equipment, buildings and building contents.

10. With regards to health and safety issues, the Contractor shall report immediately to the security guards, if present, or an EPS designated representative if outside of normal working hours. During normal hours, they are to be reported to the Director of Facilities or his representative.

B. INSPECTION AND SUPERVISION

1. EPS and the Contractor(s) will mutually develop Key Performance Indicators (“KIP”) within ninety (90) days of the full execution of this contract.

2. The Contractor agrees, at all times, to provide a competent foreman or supervisor on the job.
3. Such foreman or supervisor shall have full authority to act for the Contractor and to receive and execute orders from a designated EPS employee at each campus. Any instructions given to such foreman or supervisor executing work for the Contractor shall be binding on the Contractor.

4. Contractor must submit name(s) and telephone number(s) of management personnel to be contacted twenty-four (24) hours per day if problems or emergencies occur.

5. For each location, Contractor must submit location of the office that will be responsible for managing this contract, including name, address, telephone number, fax number, 800 number (if available), and e-mail address.

6. Contractor must fill out daily work logs and turn them into a designated EPS employee at each campus.

7. Contractor will perform a monthly walk through with the Superintendent or his representative on one week of each month. Weekly check lists and monthly service evaluation forms will be provided to the selected Contractor. During the initial months of the contract, the Director of Facilities or his representative may schedule weekly site walk through to inspect performance and develop a working relationship with the Contractor.

8. An EPS designated representative will make daily inspections of each campus related to the appearance of the facility and the Contractor’s performance. The Contractor shall make the repairs and adjustments as required by EPS.

9. Prior to beginning work under this contract, the Contractor will provide the Superintendent with detailed custodial and maintenance schedules of how he expects to accomplish the work along with a statement of anticipated labor forces in order to maximize production, quality and efficiency. The schedule shall include target dates for all cyclic and period work, time estimates for task completion, staffing requirements, equipment, and material requirements, etc. Any time the schedule changes or is anticipated to change, the Contractor will provide the Superintendent with a revised schedule.

10. The Contractor's authorized representative shall personally contact the Superintendent’s designated representative should any unforeseen problems arise or if a planned maintenance or custodial activity is not to occur on any given day due to weather or any other reason. The Contractor shall issue written daily work reports on company letterhead or printed company work reports, which may include:

   a. Date
   b. All information in ink.
   c. Signature of employee generating report.
   d. The number of maintenance people on site.
   e. All tasks performed.
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f. Equipment and material used on each site.

g. General weather conditions.

h. General site conditions.

i. Specific problems or conditions requiring attention, including any property damaged.

j. Time of entry on and exit from each site.

11. Changes to this list may occur through the course of the contract and are to be approved by the Superintendent prior to adoption.

12. Written daily reports are to be filed with the Superintendent designated representative at the completion of each workday.

VII. EPS CAMPUSES

Grandport Elementary School

Ralph J. Bunche Academy Elementary School

Ecorse Community High School

Central Office

VIII. SUBMITTALS AND BID FORMS INSURANCE REQUIREMENTS

1. Commercial General Liability: $1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products–Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.

2. Automobile Liability: $500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

3. Worker's Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $500,000.00 for each occurrence, $500,000.00 Aggregate - Disease.

Other Insurance Provisions

1. EPS shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.

2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to EPS. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers.

4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to: Ecorse Public Schools.

6. Insurance Certificate must be submitted and issued with EPS listed as the certificate holder. Cancellation Policy must read as follows: "Should any of the above described polices be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named."
A. INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.
I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the Contractor identified below. If the Contractor identified below is awarded this contract by the Ecorse Public Schools, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to EPS meeting all of the requirements contained in this bid.

___________________________  __________________________
Agent Signature                  Printed Name

______________________________
Name of Insurance Carrier

______________________________  __________________________  __________________________  _______________________
Address of Agency       City       State       Zip

______________________________  __________________________
Phone #                   Fax #       Email Address

______________________________
Contractor Name

Acknowledgement
Subscribed ad Sworn before me by the above named______________________________
On this day of _____________________, 2015.

(seal)

______________________________
Notary Public in and for the State of_____________________

NOTICE TO THE AGENT

If this time requirement is not met, the School has the right to declare this Contractor non-responsible and award the contract the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Mr. Gerri Mann, at gmann@ecorsek12.org.
B. REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public or charter school districts) where the same or similar services as contained in this specification package were recently provided by Contractor:

Company #1 Name: _____________________________________________________________
Contact Person: ______________________ Title: ________________________________
Address: __________________________ City: ________________________________
State/Zip Code: __________________________ E-mail __________________________
Telephone Number: __________________________ Fax Number: __________________
Date of Services: __________________________ Services Provided: __________________________

Company #2 Name: _____________________________________________________________
Contact Person: ______________________ Title: ________________________________
Address: __________________________ City: ________________________________
State/Zip Code: __________________________ E-mail __________________________
Telephone Number: __________________________ Fax Number: __________________
Date of Services: __________________________ Services Provided: __________________________

Company #3 Name: _____________________________________________________________
Contact Person: ______________________ Title: ________________________________
Address: __________________________ City: ________________________________
State/Zip Code: __________________________ E-mail __________________________
Telephone Number: __________________________ Fax Number: __________________
Date of Services: __________________________ Services Provided: __________________________
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C. BIDDER’S CERTIFICATION

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:
1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and

2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all instructions to bidders, standard terms and conditions, requirements and specifications, scopes of work, and other attachments associated with this RFP, and

3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the all instructions to bidders, standard terms and conditions, requirements and specifications, scopes of work, and other attachments associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and

4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all instructions to bidders, standard terms and conditions, scope of work, requirements and specifications, scopes of work, and other attachments associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and

5. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes, and

7. Acknowledges receipt of the following addenda:
   a. Addendum #__________ dated__________
   b. Addendum #__________ dated__________
   c. Addendum #__________ dated__________
   d. Addendum #__________ dated__________

Name of Proposing Organization
________________________________________

Date
__________________________

Address
________________________________________

Signature of Authorized Representative
________________________________________

City, State, Zip
________________________________________

Printed Name of Authorized Representative
________________________________________

Telephone Number of Authorized Representative
________________________________________

Position or Title of Authorized Representative
________________________________________

Fax Number of Authorized Representative
________________________________________

Tax ID No.
________________________________________

* *Only required for Contractors not having conducted previous business with EPS. This is required for a Contractor to be set up in EPS’s vendor database.
D. FELONY CONVICTION NOTIFICATION FORM

Michigan Education Code Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states a “public school” may terminate a contract with a person or business entity if the “public school” determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The “public school” must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

CONTRACTOR'S NAME:_________________________________________________________

AUTHORIZED COMPANY OFFICIAL’S NAME (PLEASE PRINT):__________________________

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
   A. Signature of Company Official: _____________________________________

B. My firm is not owned or operated by anyone who has been convicted of a felony.
   B. Signature of Company Official: ________________________

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (additional details may be submitted with this notification on a separate document):

Name of Felon(s): _________________________________________________________

Details of Convictions(s):
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

C. Signature of Company Official: __________________________
E. NON-COLLUSION AFFIDAVIT

STATE OF ______________________________

COUNTY OF ____________________________

_______________________________________, of lawful age, being duly sworn, on oath says, that (s)he is the agent authorized by the proposal to submit the attached proposal. Affiant further states that the proposer has not been a party to any collusion among proposal/proposers in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing; or with any Ecorse Public Schools employee, Board member, or consultant as to quantity, quality, or price in the prospective contract, or any other terms of said proposers and any Ecorse Public Schools employee, Board member, or consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

_______________________________________
Signed

_______________________________________
Title of Above Signature

Subscribed and sworn before me this ________day of_____________________, 2015.

____________________________________________
Notary Public (or Clerk or Judge)

State of ________________________
My commission Expires: __________
E. DEBARTMENT AND SUSPENSION CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

5. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

_______________________________________
Signature of Authorized Representative

_______________________________________
Printed Name & Title

_______________________________________
Name of Organization/Firm /Company
Operations/Maintenance & Custodial Supervision Services
Request for Proposal

F. AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT
This company, Contractor, or sub-contractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

________________________________
Signature of Authorized Representative

________________________________
Printed Name & Title Name of Organization/Firm /Company
Operations/Maintenance & Custodial Supervision Services
Request for Proposal

G. BID FORM

<table>
<thead>
<tr>
<th>Name of Proposing Organization</th>
<th>Signature of Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title of Contact Person</td>
<td>Title of Contact Person</td>
</tr>
<tr>
<td>Telephone Number of Contact Person</td>
<td>Email Address of Contact Person</td>
</tr>
</tbody>
</table>
Base Pricing

Contractors pricing is to reflect an award by EPS for one or more services described in the Scopes of Work: for each facility listed, including all personnel, supplies, and equipment necessary to perform the service(s) in accordance with this RFP. Bids are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Custodial Services in a Region.

FACILITY MAINTENANCE SERVICES HOURLY PRICING

<table>
<thead>
<tr>
<th>SUPERVISION SERVICES</th>
<th>ECORSE PUBLIC SCHOOLS</th>
<th># of Days</th>
<th>MONTHLY TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAILY RATE</td>
<td>$________________</td>
<td>31</td>
<td>$_______________</td>
</tr>
</tbody>
</table>
Operations/Maintenance & Custodial Supervision Services

Request for Proposal

Scope of Work – Facility Maintenance Services

1. Summary

Recordkeeping and Reporting – Maintain comprehensive records, collect performance metrics and provide regular robust reports on an agreed periodic basis related to all Services to be provided by Contractor. Maintain time and attendance records, approve overtime, and providing additional/temporary staffing.

Material Safety Data Sheets - The Contractor shall provide copies of Material Safety Data Sheets (MSDS) prior to bringing any chemical on the Facility site that is required for Service task. Unless the Contractor receives written approval from EPS Director of Facilities, any chemicals brought on the site shall be removed from the site by the Contractor, along with any waste associated with those chemicals. Hazardous chemicals shall not be put into EPS’s waste stream.

EPS shall furnish all labor, materials, and equipment required to perform the HVAC Services identified in this scope of work.

EPS shall furnish all necessary labor, tools, equipment, materials and parts, unless specified to be EPS provided, for the maintenance and new installation of HVAC and associated systems. EPS provided items may include, but not be limited to, compressors, motors, pumps, condensing units, etc. All replacement parts and materials shall meet or exceed original manufacturer and EPS specifications and standards. The EPS Field Representative reserves the right to reject any parts which do not comply with specifications.

Contractor shall use radio’s for communication and be supplied with ample tools, equipment and parts to be able to make normal repairs.

Contractor to provide adequate number of personnel to expedite repairs in order to minimize EPS personnel overtime.

Contractor will provide the management of services outlined in this scope of work. It is preferred that the Contractor perform services during school hours Monday through Friday (excluding school holidays); however, the exact schedule will be determined upon selection of the Contractor(s).

Attachment A

Custodial Services

The Contractor shall oversee Custodians to complete the following duties:

- Sanitize Common Areas (Entrances and Public Areas)
Operations/Maintenance & Custodial Supervision Services
Request for Proposal

- Water fountains, mats, windows, floors, and walls
- Classrooms/Computer Labs
  - Wash/wipe white boards, floors, desks.
- Restrooms and locker Rooms
  - Fixtures, showers, floors, dispensers, mirrors, locker tops, locker surfaces, toilets, sinks, windows, air vents
- General Office Areas
  - Counters, rugs, carpet,
- Stairwells
  - Banisters, stairs, hallway floors
- Gym
  - Floors, fitness equipment, dispensers
- Library/media center
- Break Areas/Kitchen for Staff-Faculty
  - Counters, sinks, appliances, windows, refrigerators, microwaves
- Trash Removal
  - Replace all liners, keep all containers clean
- Other Miscellaneous Task
  - Dusting, removing all trash replacing liners, clean baseboards, dust blinds, sweep storage spaces
- Emergencies
  - Contractor will provide personnel to respond to emergency situations within thirty minutes of notification (spills, shortage of supplies, missed cleaning from prior night. Contractor will respond to emergency situation within four hours outside of normal onsite personnel shift ends, based on time of original call.

2. Contractor oversees the Facility Maintenance/Grounds staff to do the following:
   Grounds:
   - mow existing areas
   - string trim around sidewalks, driveways, buildings, trees, and shrubs
   - blow grass cuttings off sidewalks, driveways, and patios
   - Maintain Trees, shrubs and Groundcover to be rendered periodically as seasonally and horticulturally appropriate
   - Irrigation System to be thoroughly evaluated monthly and visually inspected each visit

Facility Maintenance Service:
- Building Operation, Maintenance and Repair
- Minor and Temporary Work Space Alteration (Special Events)