

**Request for
Proposals for
Custodial Services**

Distributed by:

**Ecorse Public
Schools
27225 West
Outer Drive
Ecorse, MI
48229**

The Board of Education of the Ecorse Public Schools is accepting firm, sealed proposals for a 3 year contract for CUSTODIAL SERVICES.

Specifications and proposal forms may be obtained online at www.ecorse.education

Proposals MUST be submitted in a sealed envelope or box and CLEARLY marked "Custodial Services Bid". Ecorse Public Schools requests ~~sixseven~~ (27) copies (one of which must be clearly marked "Original"). All proposals must be delivered no later than 4:00 P.M., Monday, June 5, 2017 to: April Ackerman-Miller, Secretary Ecorse Board of Education 27225 W. Outer Drive Ecorse, MI 48229. All proposals will be publicly opened and read aloud immediately thereafter. Proposals received after this time will not be considered or accepted. Facsimile and other electronic bids are not acceptable.

A pre-proposal conference can be scheduled at the proposers' request. The request must be made in via email, facsimile, or mail. The pre-proposal conference must be held by Thursday, May 18, 2017 at Ecorse Public Schools, Central Office, 27225 W. Outer Drive, Ecorse, MI 48229.

The purpose of this meeting will be to answer any questions regarding the RFP specifications and the current custodial operations along with familiarization with the School District.

All Proposers submitting Proposals must provide a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Proposer submitting a Proposal and any member of the Ecorse Public Schools' Board of Education or the Ecorse Public Schools Superintendent. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

The Board of Education reserves the right to accept or reject any or all Proposals, either in whole or in part; to award contract to other than the low Proposer, to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interests of the School District.

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I. OVERVIEW

1.1 SUBMISSION DEADLINE AND REQUIREMENTS

The date and time for receipt of Proposals is:

Monday, June 5, 2017 at 4:00 p.m. EDST

- 1.1.1 Proposal Envelope:** An opaque envelope or box containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
CUSTODIAL SERVICES REP
[Proposer's Name]
[Proposer's Address]
[Proposer's Telephone Number]

The envelope must also be addressed and delivered as follows:

April Ackerman- Miller, Secretary
ECORSE BOARD OF EDUCATION
27225 W. Outer Drive
Ecorse, MI 48229

- 1.1.2 Late Proposals:** Each Proposer is responsible for submission of its Proposal. Proposals or Proposal revisions received after the date and time specified above will not be accepted or considered. The School District shall not be liable to Proposer for any delivery or postal delays.
- 1.1.3 Returned Proposals:** All Proposals received after the date and time specified above will be returned to the Proposer unopened.
- 1.1.4 Signed Original Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's Firm. This member should be the highest-ranking officer at the local level. NO FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP. The words "**original copy**" must be clearly indicated on original proposal.
- 1.1.5 Copies of Proposal:** The Proposer shall also submit with the signed original Proposal, six (6) complete copies of the signed original Proposal.
- 1.1.6 Opening of Proposals:** At the specified location, date and time stated in the RFP timeline, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

- 1.1.7 E-Mail Clarifications:** The School District intends to communicate with Proposers via email (e.g., RFP clarifications and Addenda) and through posting on the School District's website. Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include e-mail.
- 1.1.8 Additional Requests for Clarification:** Prospective Proposers may request that the School District clarify information contained in this RFP or during the on-site visit. All such requests or questions regarding this RFP must be received no later than noon, Thursday, May 22, 2017. Questions must be submitted via email to gmann@eps.k12.mi.us, in writing to the attention of Ms. Geri Mann, Business Manager at 27225 W. Outer Drive, Ecorse, MI 48229. **No response will be made to oral questions.**
- 1.1.9 Pre-Proposal Meeting:** Site visits are planned at the proposers' request. Request should be submitted via email to gmann@eps.k12.mi.us, in writing to the attention of Ms. Geri Mann, Business Manager at 27225 W. Outer Drive, Ecorse, MI 48229. **Proposers may only visit Ecorse Public Schools Facilities with permission from Ecorse Public Schools Superintendent. Proposer's failure to familiarize themselves with Ecorse Public Schools Facilities will not be a reason to withdraw or change a Proposer's bid.**
- 1.1.10 Restrictions On Communication:** From the issue date of the RFP until a Contractor is selected and selection announced, a prospective Proposer shall not communicate about the subject of the RFP or a Proposer's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for the Pre-Proposal Meeting/Facility Walk-Through, or additional Requests for Clarification in accordance with Paragraph 1.1.8 and 1.1.9 above.
- 1.1.11 Addenda to the RFP:** If it becomes necessary to revise any part of the RFP, notice of the revision will be posted on the School District's website. All Addenda shall become part of the RFP. Each addendum must be included in the Proposal. To avoid any miscommunication, acknowledge all Addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of any Addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
- 1.1.12 RFP/Proposal Information Controlling:** The School District intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in this RFP, an Addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

It is the policy of the School District to not release Request for Proposals in a changeable format (i.e. Word or Excel files). Accordingly, neither this RFP nor subsequent addenda, if any, nor any Responses to Questions will be released in other than hard copy or pdf format.

~~1.1.13 Good Faith Deposit: Each Proposal must be accompanied by a bid bond or certified check in an amount of 5% of the first year's total cost of the Contract, as a guarantee of Proposer's good faith on the part of the Proposer. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to Ecorse Public Schools. The School District shall not be liable for any interest earned thereon. The good faith deposit shall be forfeited as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required performance bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Proposer. Good faith deposits shall be returned to all Proposers within five (5) business days following the Board of Education approval of a Proposal.~~

~~1.1.14 Performance Bond: The Proposer awarded the Contract may be required to furnish the Owner with a satisfactory Performance Bond equal to one year's base bid price. If Ecorse Public Schools accepts this required alternate, the successful Proposer may bill Ecorse Public Schools a lump sum early in the Initial Term of the Contract and with no price mark-up. The cost for the performance bond shall be included as an "add alternate" on the Proposal. The cost quoted should be the first cost, with no price mark-up.~~

~~The purpose of the Performance Bond requirement is to secure the faithful performance of the RFP/Contract specifications and to financially protect Ecorse Public Schools against the cost to hire a different Contractor to fulfill the Contract requirements unfulfilled by the original Contractor.~~

~~If required, the Performance Bond must be issued by a quality surety licensed to do business in the State of Michigan, and the bonding companies must be limited to those listed on the U.S. Department of Treasury Circular 570. The U.S. Department of Treasury Circular 570 can be viewed at the following web site: <http://fms.treas.gov/c570/index.html>~~

~~Ecorse Public Schools will be listed as an obligee on the Performance Bond. If Ecorse Public Schools requests the Contractor to provide a performance bond in one or more subsequent years of the Contract, the price increase will be limited to 5% per year.~~

~~The awarded Contractor will deliver the required Performance Bond to Ecorse Public Schools at the time of execution of the Contract.~~

1.1.13 ~~1.1.15 Contractor Experience:~~ EPS prefers a contractor with at least three (3) years of experience providing custodial services for public K-12 school districts with similar size custodial operations and with demonstrated ability in starting up operations of this scope.

1.1.14 ~~1.1.16 Finality of Decision:~~ Any decision made by the School District, including the Contractor selection, shall be final.

4.1.1 _____

1.1.15 ~~4.1.17~~ Reservation of Rights: The School District reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposers concerning their Proposals. The School District may select one or more Firms to perform the Custodial Services on behalf of the School District.

1.1.16 ~~4.1.18~~ Release of Claims: Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.

1.1.17 ~~4.1.19~~ Proposer Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in prepare submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

1.1.18 ~~4.1.20~~ Irrevocability of Proposals: Proposers may withdraw their Proposal, if so desired, any time before the date and time for receipt of Proposals. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred eighty (180) calendar days following the date and time for receipt of Proposals set forth above.

1.1.19 ~~4.1.21~~ Collusive Bidding: The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.2 OBJECTIVE OF RFP

The objective of this REP is to offer experienced custodial cleaning companies the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the School District. The Proposal will detail the Proposer's experience and expertise in assisting school districts of similar size and scope as Ecorse Public Schools with their Custodial Services outsourcing process.

This Proposal specifically requests that all Proposers present their qualifications and experience in Custodial Services management (please see Proposal Requirements and Proposal Format).

The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole discretion. The Contract will be awarded, if at all, to the lowest responsible Contractor who provides the best value, while meeting specifications as determined by the Board of Education. Proposals should be submitted on the premise that Ecorse Public Schools intends to contract as a single unit, and that the Proposal must be acceptable to the Board. Acceptance of a Proposal by Ecorse Public Schools does not constitute a Contract. The final Contract document will be subject to negotiation and the Board will approve execution of a Contract. While the financial responsibility of the contractor is a significant concern, the Board is equally concerned with the proven ability of the Contractor to satisfactorily perform the Contract so that the services will be provided in accordance with the proposed Contract. Refer to proposed Contract, Appendix E

Ecorse Public Schools expects the Contractor to continuously use its expertise in order to streamline operations and costs while maintaining service levels, complying with Board policy and safety guidelines. Periodically, Ecorse Public Schools will request the Contractor to identify and implement operational efficiencies that will lead to cost reductions in custodial services as cost reductions are pursued in other Ecorse Public Schools services. Savings will accrue to Ecorse Public Schools in accordance with a decrease in custodial staffing. All Proposers are required at a minimum to submit a base bid.

The RFP will be based on the premise that the proposer shall provide all equipment necessary. The Contractor shall be required to provide repairs as necessary to the new equipment. The Contractor shall be liable for any misuse or injury caused by the operation of the equipment. If the Contractor wishes to purchase equipment, the Contractor may do so at their own expense. The Contractor will maintain ownership of such equipment. For purposes of this Proposal, equipment shall mean items that have a life expectancy of more than one year, have a model and serial number and would normally be a depreciable item. For example, vacuum cleaners, floor scrubbers, etc. The Contractor will be given access to Ecorse Public Schools' small hand tools. Small hand tools are such things like pliers, drills, hammers, etc. The Contractor will be required to replace any such hand tools due to loss or theft by Contractor employees or by misuse.

The successful Contractor will be allowed to use Ecorse Public Schools existing inventory of consumable supplies, which will be at no initial cost. Once consumable supplies have been exhausted, it shall be the Contractors responsibility to purchase all supplies required to maintain cleanliness standards. These will be included in the base bid. The Contractor must keep track of all supplies consumed by each Facility and have an order process system that will provide the Ecorse Public Schools a monthly report on each Facility's consumption. The report must detail quantity, product name, and cost. The Contractor will be required to keep an adequate inventory of supplies at each building.

During this time, the Contractor will be required to staff the facilities so as to allow for proper cleaning, accommodate after-school activities, clean after events, accept deliveries, do setups and teardowns, grounds work in courtyards, flower beds, and alongside the facility (including but not limited to mowing and snow removal/salting), furniture and equipment moves, daily pickup of trash on the premises, cleaning the swimming pool deck and locker rooms, annual gym floor refinishing, along with accommodating Ecorse Public Schools' staff requests. At a minimum the Contractor will staff during the hours listed at each facility. Facilities will remain open on the weekends relevant to district use.

The Contractor should be aware there are many activities that occur after school, weekends and during the summer months. The number and type of events varies. The Contractors shall invoice at the commensurable rate all work necessary to provide time for set-up, clean-up, and tear down for such activities/events. During the summer, the contractor will be required to perform daily cleaning duties at the used facilities as well as those noted for summer work.

There is also a considerable amount of work that will occur during the weekends. The Contractor will be required to staff these weekends and the staff costs will be billed at cost. The number of hours needed for any weekend activity will be determined as per the Contractors review of the Ecorse Public Schools School-Dude system and with approval of the Ecorse Public Schools Superintendent (or designee), with appropriate notice given to the Contractor. There shall be no overtime paid for weekend work or that required to fulfill the normal cleaning responsibilities of the Contractor unless an emergency situation exists.

1.3 PURPOSE

The purpose of this RFP is to possibly establish a contractual relationship with an experienced and qualified Firm to provide Custodial Services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining quality of service, safety and reliability. The School District may select one or more experienced and qualified Firms to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide Custodial Services within the scope of this RFP. Past experience will also be judged by the references of each Proposer. A major portion of the negotiations will include the financial terms of the Contract.

1.4 TERM OF CONTRACT

It is the intent of the School District to award a contract to one or more Contractor(s) for Custodial Services for all School District Facilities. The Contract is expected to begin on July 1, 2017 for a period of three 3 years, with an option for the School District to extend the Contract on a year-to-year basis subject to approval by the School District's Board of Education, in its sole and absolute discretion. Nothing requires the School District to agree to extend the Custodial Services Contract beyond the initial three (3) year term. As specified elsewhere in this RFP, the Contractor is required to provide a three (3) year price guarantee.

If the Contractor seeks to have the Contract extended beyond the initial term, the Contractor must provide the upcoming fiscal year's fee schedule at least one hundred twenty (120) days before the Contract anniversary date.

The Contract is for 12-months-per-year and requires Custodial Services to be performed during school breaks and during the summer.

1.5 SCOPE OF SERVICES

The Contractor shall provide:

- 1.5.1 Custodial Services for a three (3) year Contract term, which may be renewed for up to a total of three (3) additional years' upon the successful annual review of performance at the sole discretion of the Ecorse Public Schools Board of Education.
- 1.5.2 Custodial Services provided shall include cleaning services, minor maintenance, minor grounds work (including but not limited to mowing and snow removal/salting) and other daily tasks.
- 1.5.3 Except as provided in Section 1.7 below Custodial Services shall include providing all labor, materials, taxes, permits, equipment repairs, licenses, management and clerical support necessary to clean the Facilities as specified in this RFP and in the Contract. **All cleaning should be based on daily (5 days a week) cleaning. Alternates to this schedule can be bid if stated as a bid alternate.**
- 1.5.4 The Contractor will clean, provide setups and takedowns as detailed on School-Dude for every Facility on a nightly basis and perform summer cleaning as noted.
- 1.5.5 The Contractor shall also provide effective communication with Ecorse Public Schools and staff where applicable. The Facility that the custodians will be working at, as well as the hours and names of the custodians will be provided to Ecorse Public Schools.
- 1.5.6 The Contractor will provide minor maintenance typically performed with small hand tools in addition to routine cleaning services. Examples of routine minor maintenance is small scale painting, normal light bulb replacement, 5 year bulb replacement plan, repair of toilet blockages, locker repairs, combinations changes, changing of ceiling tiles, etc. In these cases the Contractor will provide the required supplies and materials. The Contractor will provide energy efficient light bulbs as approved by the Director of Facilities.

1.5.7 The Contractor shall base cost projections on performing a full cleaning service. This service shall be as per all specifications of the RFP. The Contractor shall read and review the following Appendixes as provided in order to assist in formulating their Proposal. Additionally, the successful Contractor shall use their demonstrated expertise to further optimize the current custodial operations in an effort to improve services and reduce costs.

1.6 REQUEST FOR PROPOSAL (RFP) TIMELINE

The School District's anticipated timeline for its selection process is:

Issuance of Request for Proposals (RFP):	Wednesday, May 10, 2017
Proposer(s) Questions Due by 4:00pm:	Tuesday, May 23, 2017
Questions and Answers Responses-Posted by 4:00pm	Monday, May 29, 2017
Optional Pre-Proposal Meeting and Facilities Walk-Through (held by Superintendent) 12:00noon	Monday, May 22, 2017
Proposals Due by 4:00pm:	Monday, June 5, 2017
Board of Education anticipated consideration of Contract	Monday, June 19, 2017
Implementation of Contract	Monday, July 3, 2017

- (a) All Questions by proposers will be posted immediately with the final questions and answers posted by Monday, May 29, 2017 by 4:00pm on the District's website: (Ecorse.education)
- (b) Optional Pre-Proposal Meeting and Facility Walk-Through held by Superintendent will begin at 12:00 noon on Monday, May 22, 2017 (by RSVP only) with:

Ecorse Public Schools
 Attn: Debra Comer
 27225 W. Outer Drive
 Ecorse, MI 48229

PLEASE NOTE: The School District reserves the right, in its sole discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

1.7 Proposal Requirements

This outlines the information that must be provided by the Proposer and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified. Please refer also to the SUBMISSION DEADLINE AND REQUIREMENTS Section (Section 1.1) of the RFP for additional Proposal requirements.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Proposer's overall qualifications. Each Proposal shall also include any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in this RFP or the attached form of Contract or any other special considerations or conditions requested or required by the Proposer

MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP and Contract requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal. All Pricing factors must be clearly indicated in the Proposer's Proposal Form provided as part of its Proposal.

Each Proposer shall submit its Proposal for a three (3) year term. Each Proposal shall include a transition plan/implementation schedule. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

Attached to this RFP is a form of Contract under which the Custodial Services requested hereunder shall be provided by the successful Proposer (the "Contract") (See Appendix E to this RFP). The Contract contains details relative to the Custodial Services for the School District, the terms and conditions under which the Custodial Services shall be provided by the successful Proposer, and should be reviewed carefully by each Proposer prior to submitting a Proposal.

1.8 Proposal Format

With this RFP are required Schedules 1-~~24.23~~. The Schedules provide the format for the Proposal and each Schedule must be completed and submitted for your Proposal to be considered.

1.8.1 Proposers must provide information which will serve as an introduction of your company/firm on business letterhead.

1.8.2 Schedule 1: Proposers must provide background and qualifications of the personnel who will be involved with the School District. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School District liaison would be placed.

1.8.3 Schedule 2: Proposers shall complete the Point-By-Point Response to RFP Requirements/Contract Specifications/Signatures.

1.8.4 Schedule 3: Exceptions, including explanations, to the RFP and/or the Contract.

1.8.5 Schedule 4: Detailed Pricing Worksheet. Ecorse Public Schools is seeking costs expressed in two (2) ways:

- Target
- Non-Target

Target

Each Proposer shall quote the overall target price for meeting the Ecorse Public School custodial needs by delineating the target costs. This pricing shall contain all known and anticipated services set forth in the RFP, the Contract, and information provided by Ecorse Public Schools and on-site visits, and shall be quoted in a lump sum, to not exceed form by major function (cleaning, maintenance, supplies etc.).

Note: *It is the goal of the Ecorse Public Schools that 99% of the costs of this Contract be anticipated and quoted as a target price. For non-target pricing, Proposers must quote unit costs such as staff cost per hour, etc.*

Non-target

Non-target pricing will be for "above and beyond" services not delineated in this RFP or the Contract or for work directly authorized by Ecorse Public Schools that is not anticipated or contemplated at this time. This may be special work required to clean the facilities during emergency situations.

- 1.8.6 Schedule 5:** Proposers must provide detailed evidence that they are currently providing Custodial Services for other K-12 school districts. This should include school districts of similar size and scope as the Ecorse Public School District.
- 1.8.7 Schedule 6:** Describe any other similar public K-12 school districts in which your Firm has contracted to provide Custodial Services.
- 1.8.8 Schedule 7:** Proposers must provide the Hourly Pay Rate Table of Contractor employees placed in the Ecorse Public Schools.
- 1.8.9 Schedule 8:** Proposers must provide the Salary Pay Rate Table of Contractor employees placed in the Ecorse Public Schools.
- 1.8.10 Schedule 9:** Proposers shall provide an Employee Benefit Table listing eligibility criteria, and level of Contractor coverage, including, but not limited to, medical, dental, vision, life, short and long term disability, retirement, etc.
- 1.8.11 Schedule 10:** Proposers must provide a transition plan of action (outline form acceptable) to transfer from Ecorse Public Schools'-operated custodial service to Contractor-operated custodial service.
- 1.8.12 Schedule 11:** Proposers must provide a Staff Continuity Plan showing expected turnover rates for staff and how the Contractor will address the need to prevent excessive turnover of staff. The Contractor will also show how it will address absences in the event an employee is not available.
- 1.8.13 Schedule 12:** Proposers must provide a worker's compensation experience modification factor on a document from Contractor's worker's compensation insurer.
- 1.8.14 Schedule 13:** Proposer must demonstrate the ability to secure necessary and adequate cleaning materials to perform the scope of work within their proposed start up time.
- 1.8.15 Schedule 14:** Proposers must provide evidence of all aspects of their custodial management and technical capabilities. These should include human resources services, computer systems and capabilities, training programs for management and non-management personnel. The Proposers initial and on-going training program shall include an itemized list of topics and the number of hours per year each of the Contractor's employees are required to complete.
- 1.8.16 Schedule 15:** Proposers must provide a Bid Bond in the amount equal to 5% of the 1st year total amount of the Contract.
- ~~**1.8.17 Schedule 16:** Proposers shall provide evidence of ability to provide adequate insurance coverage to protect the interests of themselves and the School District. Proposer must provide evidence of insurance in the amount of \$10,000,000. Such insurance coverage shall include and provide protection to the Ecorse Public Schools for environmental hazards.~~
- 1.8.17 ~~1.8.18~~ Schedule 4716:** Proposers must complete the Familial Relationship Disclosure.
- 1.8.18 ~~1.8.19~~ Schedule 4817:** Proposers shall provide documentation of sufficient financial resources which shall include the most recent audited Financial Report to provide

Custodial Services for a School District of this size and complexity.

1.8.19 ~~1.8.20~~ Schedule ~~19~~18: Proposers shall meet all regulatory laws, codes, and requirements of Local, State, and Federal law that apply to Michigan public school districts and Custodial Services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 et seq.).

1.8.20 ~~1.8.21~~ Schedule ~~20~~19: Proposer must describe any other resources to be provided by your Firm, not listed above, which would result in a safe and efficient Custodial Services.

1.8.21 ~~1.8.22~~ Schedule ~~21~~20: References — Proposers must provide K-12 public school references, including contact name, address, phone number and scope of services.

1.8.22 ~~1.8.23~~ Schedule ~~22~~21: Proposers must submit a letter setting forth its agreement to be bound with the terms and conditions of this REP and the Contract.

1.8.23 ~~1.8.24~~ Schedule ~~23~~22: List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Proposer's Custodial Services contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Proposer's Custodial Services contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Proposer has been a party providing any type of custodial services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Proposer's supplies, equipment and services or the Proposer's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Proposer was found to have mistreated students in any manner. Therefore, it is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.

1.8.24 ~~1.8.25~~ Schedule ~~24~~23: Proposers must complete the Compliance with School Safety Initiative Legislation Form.

1.9 FINAL AGREEMENT AWARD DETERMINATION

Ecorse Public Schools reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Ecorse Public Schools.

1.9.1 Additionally, participation in the statewide program is not a mandatory component or requirement in this solicitation in order for a Proposer to receive an award. Proposers have the option to be considered for a local agreement only, or for both a local and national program agreement.

1.10 RIGHTS & RESPONSIBILITIES

Ecorse Public Schools has the right to amend this RFP by one or more written addenda. Ecorse Public Schools is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Ecorse Public Schools records indicate has received this RFP.

1.10.1 Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of Ecorse Public Schools. Ecorse Public Schools is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.11 CONTACTS WITH ECORSE PUBLIC SCHOOLS PERSONNEL

All contact with Ecorse Public Schools regarding this RFP or any matter relating thereto must be in writing and mailed, e-mailed or faxed as follows:

1.11.1 If it is discovered that a Proposer contacted and received information regarding this Solicitation from any Ecorse Public Schools personnel other than the person specified above, Ecorse Public Schools, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Ecorse Public Schools in writing will be binding with respect to this RFP.

1.12 CONFLICT OF INTEREST

No Ecorse Public Schools employee or agent whose position in Ecorse Public Schools enables him/her to influence the selection of a Supplier for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

1.13 GRATUITIES

It is improper for any Ecorse Public Schools officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Ecorse Public School's consideration of the Proposer's submission.

1.13.1 A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to an Ecorse Public Schools officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

1.14 PROOF OF QUALIFICATIONS

The School District will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as deemed necessary by the School District as well as other sources.

1.15 EMPLOYEES

It must be understood that this RFP provides for the selection of a professional company/Firm to provide Custodial Services. However, as noted above, the School District will maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the School District. If the contractor so chooses; any current Ecorse Public Schools employee may be given the opportunity to apply for available positions. The Proposer will not be obligated to hire any of these employees beyond what is in the Proposer's best interests. The assigned Manager who will be responsible for the performance of the Contract will be assigned to the Ecorse Public School District as long as the employee is employed by the Contractor.

1.16 COMPANY'S RESPONSIBILITY

All experienced and qualified Proposers are requested to submit a Proposal based on its experience and capabilities. The School District will select the Proposer(s), if any, deemed to serve the best interests of the School District to proceed with the negotiation process. The School District, in its sole discretion, reserves the right to request post-Proposal interviews from all, some or none of the Proposers.

1.17 ORAL INTERVIEW

The School District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Proposer's Proposal. In that case, the School District will notify the Proposer's contact name as listed in its Proposal.

1.18 EVALUATION OF PROPOSALS

Each Proposer submitting a Proposal should understand that the nature of the School District's Custodial Services is so complex that each and every facet of the operation may not be detailed in this RFP. The Proposer must document their expertise, experience, and approach based on their grasp of School District's requirements. The mandatory Pre- Proposal meeting will give the Proposer an opportunity to ask the necessary questions regarding this RFP and the Custodial Services. The Proposal must be complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

- **Management Capability** as shown by detailed evidence of Proposer's expertise, experiences, and references.
- **Business Stability** checked through various sources as well as the Proposal.
- **Human Resources Management** as determined by references, and by checking other sources.
- **Cost** as indicated in the Proposal and through the negotiation process.
- **Miscellaneous:**
 1. Ability to meet all applicable federal and state wage and safety requirements
 2. Experience and past performance — Presented documentation of building cleaning experience
 3. Experience providing cleaning service in public and/or private school environments
 4. Experience helping public employers transition from in-house staff to privatized staff
 5. Project manager/account supervisor's qualifications and experience
 6. Project personnel - Adequacy of staff in size, availability, and experience to perform the proposed Custodial Services
 7. Proposer's attendance at Pre-Proposal Meeting and Facilities Walk-Through
 8. Corporate support
 9. Cost control — Previous record of meeting budgets and the proposed plan for controlling costs on projects
 10. Full and proper completion of the Proposal Forms
 11. Guarantees — Any cost savings guarantees provided for by the Proposal

12. Hazard Communication Program — Documentation of a Hazard Communication Program (HCP) that includes but is not limited to, the following:
 - Blood-borne Pathogen Training Program
 - Employee Training Program
 - Personal Protection Equipment
 - Right-to-Know (and Material Safety Data Sheets)
 - Written Safety Program
13. Quality of the oral presentation to the applicable committee
14. Quantity and nature of exceptions to the RFP and Contract Specifications
15. Submission of required alternates, if any
16. Training program — The education and training programs to be provided to staff
17. Work history/performance as reported by references (names, addresses, and telephone numbers of principal parties)
18. Supplemental relevant information submitted by the Proposer
19. Any comments from the Proposer regarding information submitted as part of this RFP information
20. Any other information the School District's proposal review team determines to be pertinent
21. First hand walk through evaluation of a current facility under contract with Proposer (the Proposers must provide School District with a list of sites that, at its choosing, it can visit and walk through for performance evaluation).

The School District will evaluate the Proposals, based on the above criteria as well as other methods. The School District will select the Proposer that it deems most qualified to serve the interests of the School District to proceed to the negotiation process.

1.19 Form of Contract

This RFP contemplates and is intended to provide Custodial Services under the form of Contract included in this RFP in **Attachment E**.

II. GENERAL PROVISIONS

2.1 CONTRACT DURATION AND CHARACTERISTICS

2.1.1 Term: This is a Request For Proposal only. Proposals will be treated as offers to enter into a Contract with the School District. The award of a Contract by the School District shall constitute a Contract, subject to the execution of a formal written Contract to the satisfaction of the School District, which Contract shall incorporate this RFP and the successful Proposer's Proposal. The final Contract shall be subject to the review and approval by the School Districts' legal counsel. Notwithstanding the above, the School District shall have the right to make all final determinations regarding the final form of Contract. The Custodial Services shall commence ~~November~~ July 1, 2013-2017.

2.1.2 Renewal Provisions: The School District intends to award a Contract to the successful Contractor as a result of this RFP for a term of three (3) years with the School District having the option to renew its Contract, on a yearly basis, for up to three (3) additional years, upon the successful annual review of Contractor's performance at the sole and absolute option of the Board of Education of the School District.

2.1.3 Cost Indexing: Compensation for the Custodial Services described in this RFP MUST be fixed for years one (1), two (2) and three (3) of the contract. As such, the School District is not responsible for any unexpected price increase.

2.1.4 Severability: If any provision or provisions of this RFP and resulting Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way be affected or impaired thereby.

2.2 DISTRICT-CONTRACTOR COMMUNICATIONS

2.2.1 The Contractor shall designate a liaison to be available to communicate with the School District at all times.

2.2.2 Provision of Notice: All notices given pursuant to this Contract shall be in writing and may be hand delivered, or shall be deemed when received. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

2.2.3 Ecorse Public Schools Obligation and Non-appropriation of Funds: Subject to the State of Michigan funding, and enrollment statistics, the Ecorse Public Schools represents that it has adequate funds to meet its obligations under any Contract awarded as a result of this RFP; that it intends to maintain any Contract awarded as a result of this RFP for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such said Contract period. However, if adequate funds become unavailable at any time during such Contract period(s) to continue funding for any Contract award as a result of this RFP, Ecorse Public Schools obligation under such Contract(s) will terminate as of the date that the funding expires without further obligation to the awarded Contractor.

2.3 DEFINITIONS OF THIS RFP AND SUBSEQUENT CONTRACT

"Contract" "Contract" means the negotiated contract resulting from the School District's acceptance of the Contractor's Proposal, to the satisfaction of the School district, which incorporates this RFP and the Contractor's Proposal.

" Contractor" " Contractor" shall mean the Custodial Services Firm(s) awarded a Contract to provide Custodial Services for the School District in accordance with this RFP and the successful Proposer's Proposal.

"Custodial Services" All labor necessary to perform the cleaning services and/or minor maintenance services and/or light entry way and sidewalk snow removal to be provided in accordance with the requirements set forth in this RFP for the School District at all of its Facilities.

"Proposal" "Proposal" means a response to the RFP submitted by a Proposer.

"Proposer"	"Proposer" means any Custodial Services Firm submitting a Proposal to the School District by the specified due date in accordance with this RFP.
The "School District"	"The School District" means Ecorse Public Schools.
"Facilities"	Facilities means the school buildings for the School District.

2.4 GENERAL CONDITIONS

~~2.4.1 Performance Bond: The successful Proposer will be required to furnish the Ecorse Public Schools with a satisfactory performance bond.~~

~~The purpose of the performance bond requirement is to secure the faithful performance of the Contract specifications and to financially protect the Ecorse Public Schools against the cost to hire a different Contractor to fulfill the Contract requirements unfulfilled by the original Contractor.~~

~~If required the performance bond must be issued by a quality surety licensed to do business in the state of Michigan, and the bonding companies must be limited to those listed on the U.S. Department of Treasury Circular 570. The U.S. Department of Treasury Circular 570 can be viewed at the following web site: <http://fms.treas.gov/c570/index.html>~~

~~The Ecorse Public Schools shall be listed as the obligee on the performance bond.~~

~~The Ecorse Public Schools may request the Contractor to provide a performance bond in one or more subsequent years of the Contract.~~

~~The awarded Contractor will deliver the required performance bond to the Ecorse Public Schools at the time of the execution of the Contract~~

~~If the Contractor refuses or fails to submit the Performance Bond, the School District will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the School District as liquidated damages, and the work may be awarded to another Contractor who submitted a Proposal in response to this RFP.~~

2.4.1 ~~2.4.2~~ Federal, State and Local Law Compliance, and Ecorse Public Schools

Policies: The Contractor will comply with all federal, State, or local laws rules, ordinances, regulations, licenses and permits. The Contractor, including their employees and agents, shall be responsible for knowing the Ecorse Public Schools policies concerning appropriate behavior of persons in schools and on its Facilities, including for example, the prohibitions of sexual harassment and smoking, and shall comply with such policies. The Contractor will also comply with all applicable Federal and State laws, and all MIOSHA and EPA standards for cleaning and maintaining public facilities.

The Ecorse Public Schools shall use its best efforts as reasonably requested by the Contractor to assist the Contractor to comply with any applicable Federal, State

or local laws, rules and regulations. The Contractor shall in the performance of Custodial Services pursuant to this RFP and Contract, fully ~~Comply~~ comply with all applicable federal, state, or local laws, rules and regulations, and shall hold the Ecorse Public schools harmless from any liability from failure of such compliance.

2.4.2 ~~2.4.3~~—Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan and the parties agree to the exclusive jurisdiction and venue of courts sitting in ~~Washtenaw~~Wayne County, Michigan.

2.4.3 ~~2.4.4~~ Taxes: Contractor is responsible for sales taxes and any other applicable taxes related to the goods and services provided under the Contract.

2.4.4 ~~2.4.5~~ Repairs to Property Damage: Any damage to Ecorse Public Schools Facilities or persons, caused by the Contractor, its agents or employees shall be repaired or made whole so that Facilities are in as good condition as found. All repairs shall be accomplished at no cost to the Ecorse Public Schools.

2.4.5 ~~2.4.6~~ MIOSHA & OSHA Compliance: All goods or services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

2.4.6 ~~2.4.7~~ Insurance Requirements the Contractor shall maintain the following insurance in force at all times during the term of the Contract, with an "A" rated Best insurance carrier acceptable to the Ecorse Public Schools. Ecorse Public Schools shall be named as an additional insured for the minimum limits listed below. Commercial General Liability and Motor Vehicle Liability Insurance, as described herein, shall include an endorsement stating the following shall be Additional Insured's: Ecorse Public Schools, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

Policy	Minimum Limits
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
Combined Single	\$10,000,000 each occurrence
Limit Bodily Injury and/or	\$10,000,000 aggregate

Property Damage

Note: Comprehensive Liability to include, but not limited to:

- i). Existence of Busses or vehicles on location.
- ii) Contractual obligations.

The insurance carrier must notify Ecorse Public Schools and the Contractor 30 days prior to the expiration, termination or material change of such insurance coverage.

These coverage's and limits are to be considered minimum requirements under the Contract and shall in no way limit the liability or obligations of the Contractor under the Contract.

The successful Contractor shall not commence operations under the Contract until the Contractor has obtained all insurance stated in these requirements, all insurance has been reviewed by the Ecorse Public Schools, and Certificates of such insurance have been made available to the Ecorse Public Schools.

2.4.7 2.4.8-Hold Harmless/indemnification Contract

General Indemnification: Contractor agrees to indemnify, defend and hold harmless Ecorse Public Schools, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, Contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the Contractor and/or its officers, directors and employees, agents subcontractors, successors or assigns; (ii) any breach of the terms of the Contract by Contractor; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty made by the Contractor under the Contract. The Contractor agrees to notify Ecorse Public Schools by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under the Contract.

Throughout the Initial Term, or any Renewal Term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District Facility in violation of any applicable law or regulation. Without limiting any other provisions of the RFP specifications or the Contract, Contractor shall indemnify, defend and hold harmless the School District from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Custodial Services in or about any School District Facility or property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environment laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), The Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant,

hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of the Contract.

2.4.8 ~~2.4.9~~ Force Majeure: The Contractor agrees that its failure to comply with any of the terms and conditions of this Contract shall be grounds for termination of this Contract by the District. Notwithstanding the foregoing, if the performance by either party hereto of its respective non-monetary obligations of this Contract is delayed or prevented in whole or in parts by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within said Party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind.

Notwithstanding the foregoing, in the event of a strike, the Contractor shall procure replacement personnel necessary to perform the Custodial Services. If the Contractor does not procure such replacement personnel, the District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor, or terminate this Contract.

A change in market conditions does not constitute force majeure.

The District shall have the right to take over the operation of Custodial Services if the Contractor is prevented from operating for the reasons described above. The District may operate with school employees or other persons, as the District may deem appropriate until Contractor is able to resume its regular operations. The District shall pay to Contractor for the use of such supplies the compensation which would be due in accordance with the Contract had Contractor operated less all expenses and costs incurred in securing the services of operating personnel and other such costs of operation; provided, however, that District's deduction of such costs and expenses shall not exceed the difference between the total compensation paid to Contractor less Contractor's fixed costs of operation.

2.4.9 ~~2.4.10~~ Contract Assignment or Sub-Contract: The resulting Contract shall not be assigned, transferred, or sublet by the Contractor in whole or in part without the prior written approval of the Ecorse Public Schools.

2.4.10 ~~2.4.11~~ Independent Contractor: It is expressly agreed between Contractor and the School District that Contractor will act as an independent contractor in the performance of its duties under the Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's activities in accordance with the Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required.

The Contract shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

2.4.11 Relationship between Parties: Contractor is retained and engaged by the School District only for the purposes and to the extent set forth herein. Contractor shall not be considered an employee of the School District, nor is Contractor entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. Nothing in the Contract shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with its independent and professional judgment. The Contract shall be subject to Contractor's performance of its services substantially in accordance with generally accepted practices and principles. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of the Contract on behalf of Contractor.

2.4.12 Covenant against Contingent Fees: The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon Contract or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, Ecorse Public Schools shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.

2.5 NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.

2.6 BILLING/PAYMENTS

2.6.1 Billing: Custodial Services are to be billed in equal installments as agreed upon by both parties prior to signing of the Contract.

Invoices must itemize charges for labor, equipment, if any, and supplies, if any, for each facility.

Invoices shall be submitted to: Ecorse Public Schools, Accounts Payable, 27225 W. Outer Drive, Ecorse, Michigan, 48229

2.6.2 Payments: Payment will be made after Contractor's submittal of invoice. Payment of undisputed amounts in each invoice shall be made within 30 days of receipt of the invoice. Disputes regarding amounts contained in any invoice will be communicated to the Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the

School District's satisfaction within ten (10) business days prior to payment due date.

2.6.3 Additional Charges: Any work outside the scope of this Request For Proposal must be approved in advance by the School District's designee.

Invoices for additional work must include the date and times of the work, the name of the school, the type of the work performed, the number of hours worked, and the name of the authorized School District person who approved the work to be performed. Invoices are to be sent directly to the established billing address along with the regular monthly billing for processing and are not to be included on the regular monthly invoice.

2.7 DISPUTE RESOLUTION

In the event of a dispute between Ecorse Public Schools and the Contractor, with respect to the Contractor's failure to meet the requirements of this Contract, the following steps will be taken:

- a. The Ecorse Public Schools will provide the Contractor a letter stating the nature of the violation.
- b. The Contractor will have seven (7) calendar days after receipt of letter to rectify and respond to the violation in writing. The response must include the nature of the violation, how it was resolved and what steps are being taken to prevent this violation from occurring again.
- c. If the Contractor has not resolved the violation within the above referenced seven (7) day period or has repeated a similar past violation, the Ecorse Public Schools will have the right to terminate the Contract upon thirty (30) days written notice of intent to do so.

The Contractor will be liable for any difference in cost between agreed price and price paid to an alternate Contractor, including expenses incurred to solicit other Contractor.

2.8 CONTRACTOR'S REPRESENTATIONS

The Contractor will at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of this Contract and in particular any such laws pertaining to safety. The Contractor, in performing under this Contract will not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

The Contractor will be responsible for the costs of reports including, all inventory reports, reports required by Ecorse Public Schools, the state and federal government for funding or any other legal purpose. All reports will be completed and submitted to the Ecorse Public Schools for review and submission no later than seven (7) work days prior to the submission deadline date. The Contractor will reimburse the Ecorse Public Schools for any expenses or loss of funds resulting from errors, omissions, or late submission of reports due to the fault of the Contractor.

2.9 CHANGE OF LAW

Notwithstanding anything else to the contrary, in the event any federal, state, local or other governmental body's statutes, laws, rules or regulations are changed, enacted/promulgated, or in the event there are other material changes in the requirements of the Board (such as major

enrollment changes or additions, which require added equipment), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Custodial Service hereunder, then, in that event, upon written notice to the Ecorse Public Schools Superintendent, Contractor may request a renegotiation of this Contract. Such renegotiation will include, but not be limited to, the rates, the payment schedule, duration of the Contract, and levels of service. The Contractor and the Ecorse Public Schools representatives agree to negotiate in good faith and with due dispatch. Any modifications to this Contract resulting from such negotiation(s) will become effective only as of the beginning of the next anniversary date of the Contract after such written notice is given by the Contractor.

In the event the Contractor and the Ecorse Public Schools are unable to reach a satisfactory Contract within sixty (60) days after such written request, Contractor will have the right to cancel this Contract by written notice to the Ecorse Public Schools Superintendent, on or before the next anniversary date, whereupon, effective on such next anniversary date, this Contract will be null and void.

2.10 SEVERABILITY

In the event any provision(s) of the Contract will be illegal or invalid for any reason, said provision(s) will be deemed to be fully severable without affecting the remaining provisions of this Contract and the Contract will be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.

Contractor's policy is to recruit and select applicants for employment solely on the basis of their qualifications. The Contractor's decision to employ is based, first, on whether any positions are available; and, second, on which applicant best meets the requirements of the open position.

2.11 TERMINATION

In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to the terms and conditions contained in the Contract and all specifications as described herein; to be performed by the Contractor, its agents or employees, the Ecorse Public Schools shall give forty-eight (48) hours' notice, in writing, to the Contractor of said failure and, in the event the Contractor does not remedy such failure within forty-eight (48) hours from the receipt of such notice by it (except if such failure be impossible to remedy within forty-eight (48) hours, only because of weather conditions making roads impassable or other acts of God, or strikes) then, at the option of the Ecorse Public Schools, the Contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable to the Ecorse Public Schools for any costs to the Ecorse Public Schools for custodial services. Failure to exercise the Ecorse Public Schools rights within forty-eight (48) hours does not preclude any subsequent right to exercise at a later date. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

2.12 TERMINATION FOR CONVENIENCE

Notwithstanding anything herein contained, this Contract may be terminated by Ecorse Public Schools, without cause, upon ninety (90) days advance written notice to the Contractor.

III. CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all of the services described in the RFP and in the Contract and make any arrangements that may not be described but that are necessary to perform these services. Contractor will provide all services throughout the term of this Contract. In addition, Contractor will require all employees to follow all applicable Board policies.

The Contractor will provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under this Contract. The Contractor will use its best efforts to provide clean Facilities for each school day to begin.

The Contractor shall consider all current School District personnel who are interested in employment with the Contractor, but the Contractor shall be free to hire those individuals which it deems to be best qualified, in its sole discretion.

The Base Contract will be staffed according to what the Contractor believes is necessary to complete the cleaning tasks as well as to take care of all the weekday events and setups and to keep each Facility open for the hours noted. Safety of students and staff and unimpeded delivery of the instructional programs will determine the authorized work periods. The Base Contract must also include all cleaning chemicals, paper products, small hand tools and consumable cleaning equipment.

No visitors, spouses or children of the Contractor's employees will be allowed at the Facilities during working hours unless they are bona fide employees of the Contractor at that Facility or they receive prior approval from the Ecorse Public Schools designee.

It is the Contractor's responsibility to maintain the standard of cleanliness specified in the Contract. It is the responsibility of the Contractor to provide sufficient personnel to ensure that the requirements are met and that each Facility is effectively cleaned on a daily basis.

The Contractor will provide, and all of the Contractor's employees are required to wear, uniforms approved by the Ecorse Public Schools on all work days. Logo and names on uniform shirts are required. Uniforms must be worn by all regular and substitute employees while performing under this Contract or working in the Ecorse Public Schools and on the Ecorse Public Schools grounds or Facilities.

The uniforms must be as follows:

- Collared shirts are required for men and women. The shirts may be short sleeve or long sleeve. Shirt colors and styles should be the same for all employees.
- Pants/skirts are required, and should also be the same (or coordinating) color and style for all employees.
- Knee length shorts may be permitted ONLY during summer break period
- Tee-shirts are not considered acceptable by the School District

In addition to uniforms, all contractor personnel are also required to wear a Contractor-issued ID and school district supplied badge, approved by the Ecorse Public Schools. The ID badge is to be clearly visible, while performing work at the Ecorse Public Schools. ID badges are to be worn above the waist.

The Contractor will be responsible for furniture setup and take-down (when appropriate) for extracurricular activity needs, sporting events, or rental Contracts that occur at any Ecorse Public Schools facility during the normal week. These events are numerous and may occur after school hours. These functions are part of the base Contract.

All 3.9s that are identified as "Permit required" such as asbestos removal - Confined Space, by a sign or tag, require proper entrance in accordance with the Ecorse Public Schools confined space entry program. Entry into these areas is permitted only by persons who meet the following requirements:

- Completed confined space training
- Comply with any applicable requirements for confined space permits
- Wear required personal protection equipment

Periodic special events will require the Contractor to modify the cleaning schedule to accomplish set up and breakdown of those special events (parent teacher conferences, ice cream socials, a play in the auditorium, home football game, etc.).

The Contractor may choose to schedule support clean up on the day after the event if the delaying of the cleanup does not detract or interfere with the overall look or environment of the school Facility or other scheduled activity.

Scheduled use of the Facilities on the weekends will routinely occur. This is relatively common for Ecorse Public Schools. The Contractor will be responsible to open and prepare the Facility for scheduled use on a Saturday or Sunday and may include the concession Facilities and athletic fields at the high school. The Contractor will sometimes be required to provide extra or special coverage on Saturdays and/or Sundays with very short notice. These scheduled events may be related to Ecorse Public Schools rental Contracts or administrative and staff needs.

The School District would entertain creative staff schedules to include Saturday and Sunday hours at all locations in order to staff the events without the use of overtime.

The Contracted custodians are to be scheduled in such a way that:

1. In the Elementary Schools, any space, used for an after-school activity, will be cleaned after the end of that activity, provided the activity ends by 9:00 p.m. This is in addition to making sure the rest of the school is clean and available for the next day.
2. In the Middle School and the High School, any space, used for an after-school activity, will be cleaned after the end of that activity, provided it ends by 11:00 p.m.
3. Spaces that are to be used for after-school activities are cleaned and set-up at the scheduled times, and efforts are made to ensure that the routine cleaning of the remainder of the facility does not interfere with the scheduled activity.

The Ecorse Public Schools reserves the right to change any and all of the work schedules and to notify the Contractor of such changes.

The Contractor will notify the Ecorse Public Schools immediately of conditions, which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor will notify the Ecorse Public Schools designee in advance of any condition or situation, which will affect the performance of the work under this Contract. In either case, the Contractor will communicate how the affected work will be rescheduled.

The Ecorse Public Schools normally has two custodial work schedules, one for during-school periods, and one for break periods (i.e., winter break, mid-winter break, spring break, and summer vacation). During break periods, including the summer (mid-June to Labor Day

Weekend), the Ecorse Public Schools designee and the Contractor will jointly agree upon an appropriate schedule of cleaning and other activities and may permit or require the Contractor's employees to work the time that it takes to cover the building. In any event, activities particularly in the High School may require staffing later than 6:00 p.m. during break periods and since a number of Facilities have summer activities, the Contractor must schedule summer cleaning around these activities. During the summer months, the Contractor will be required to adequately staff to finish all summer cleaning tasks two weeks prior to the start of school. At a minimum the Contractor must staff each Facility so the hours of operation are consistent with the existing hours as well as staffing to provide the services needed.

During times of construction, the Ecorse Public Schools designee may reassign the custodial work normally performed in these areas.

The Contractor is responsible for the security of the Facility during the cleaning operation. If any of the Contractor's employees are scheduled to open or close the facility, then that employee should have knowledge where breakers, alarm panels for resetting fire alarms are, lighting controls and equipment is. It is incumbent on the Contractor to secure the facility at the end of each shift (secure all doors, turn off all but designated lights, turn off ceiling fans, and close all windows). Office, classroom, and other doors are to be unlocked or opened only during the time that cleaning is actually being done and all are to be relocked as soon as the service has been completed. For the safety of students and the public at large, storage and custodial closet doors are to be kept shut and locked when not present.

Exterior doors are to be unlocked and locked at the times specified by the Ecorse Public Schools designee. If the Contractor fails to properly secure any Facility, a non-compliance penalty as provided in the "Deductions and Penalties" section of this RFP will be applied and will be deducted from the next month's payment. The Contractor is required to have someone who will be available to answer emergency calls, and to send someone to secure a Facility. The cost of the emergency response for these calls and actions will be at the Contractor's expense.

Some of the Contractor's most important customers will be the Facility principals. To ensure customer satisfaction, the Contractor's employees will be required to maintain regular, open communication with the individuals.

Communication is critical when maintaining multiple school campuses. If the need arises for the Ecorse Public Schools designee to contact one of the Contractor's employees, there must also be a system in place to accomplish this task. Therefore, the School District will require a cell phone system, a radio system, or other acceptable communication system to be in place to contact personnel at all School District facilities.

The Contractor agrees to respond to any emergency requests, including but not limited to, water pick-ups and/or mop-ups made necessary by rain, plumbing failure, leaks, or accidents; 24 hours per day, 7 days per week, 365 days per year. Hourly pricing for this after-hours, emergency service will be requested as per the Proposal format.

Any additional services of this nature must be pre-approved by the Ecorse Public Schools designee. Any invoice for this type of service must include the school, date, area(s) affected, scope of work performed, hours expended by Contract personnel, and name of person authorizing the work.

Every effort will be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use will have lights on and doors and windows will remain closed whenever the heating or cooling systems are operating. There shall be no overriding of the heating or cooling units except for needs of after school activities. During the summer months the Facilities will not be air conditioned except areas used for breaks or when in need to extract carpet. The Contractor, in coordination with the Ecorse Public Schools designee will review utility use on a monthly basis to make sure the Ecorse Public Schools policies are being followed. This amount will be used as a baseline to determine if Ecorse Public Schools policies on energy are being followed at each facility and during each shift, there shall be at least one person who will be able to be trained on the proper use of a computerized energy management system so they may override certain controls.

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

3.1 HOLIDAYS

The School District is closed on, and the Contractor is not required to provide Custodial Services on the following holidays; however, work crews are to be scheduled in such a way as to ensure that all facilities are clean and ready to open the next business day:

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Day

New Year's Eve

The School District reserves the right to require some work on any and all of these holidays. If such work is requested by the School District's designee, the Contractor may bill the School District for this work at the hourly rate quoted on the Proposal Form, Schedule 4.

The Contractor will be required to provide Custodial Services in all School District facilities during all break periods.

Custodians are required to work on all "acts of God" days. On "acts of God" days, the Ecorse Public Schools in consultation with the Contractor may permit the afternoon shift custodians to begin work earlier in the day instead of their afternoon start time, with the approval of the Ecorse Public Schools designee.

Custodians are also required to work on all other days that school is closed due to other inclement weather or due to boiler failure, electrical outages, etc. On these days, they should expect to work their regular schedule unless otherwise directed by the Ecorse Public Schools designee.

3.2 CONTRACTOR PROTECTION CLAUSE

Neither party hereto will negotiate with or hire personnel employed by the other, during the Term of the Contract, without written permission of the other party.

3.3 SCHOOL SAFETY INITIATIVE LEGISLATION

The Contractor and all of its employees and agents providing Custodial Services for the School District shall meet the requirements of the School S a f e t y Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. The Contractor acknowledges and agrees that unless the School District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any School District Facility or property to carry out the Custodial Services contemplated by the RFP specifications and the Contract, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under the Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or provide written notification to the School District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of the Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the School District within 3 business days of when any of its agents, employees or representatives who will be on the School District's Facilities or property to carry out the Custodial Services contemplated by the RFP specifications and the Contract, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, pled guilty or pled no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its

employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

3.4 FAMILIAL DISCLOSURE

All Proposals must be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the owner and/or any employee of the Proposer and any member of the School District's Board of Education or the superintendent of the School District. Any Proposal not accompanied by said sworn and notarized affidavit will not be considered or accepted by the School District. The Affidavit of Bidder Familial Relationship Form is attached to this RFP as Schedule 17 .

3.5 DEBARMENT

Submission of a signed Proposal in response to this RFP is certification that your Firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the School District will be notified of any change in this status.

3.6 MANAGEMENT

The Contractor will provide management and clerical staff to coordinate all Contractor functions described in the RFP & Contract. In addition to such other personnel as may be required to administer the Contract, the Contractor shall employ and assign a responsible project manager to act as the Contractor's designee in all matters relating to the Contract and to the work to be done. At a minimum the Contractor's operations office shall be adequately staffed from 6:00 a.m. to 6:00 p.m. during all days that school is in session. The Contractor agrees to advise the Ecorse Public Schools on a mutually agreed upon monthly schedule regarding organization and operations matters concerning custodial services. At Ecorse Public Schools expense, suitable office space, phone, computer and furniture will be provided for clerical and one manager. There will also be made available space for the Contractor's employees to have lunch and secure personal items.

3.7 SUPERVISOR/PROJECT MANAGER

The Contractor shall consider providing competent and sufficient supervision as necessary to satisfy the specifications and requirements and of this Request for Proposal and Contract.

The Contractor shall provide the School District with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times. In addition, the Contractor will provide the Contract supervisor/project manager assigned to the School District with a cell phone.

Once assigned to work under the Contract, the Contractor shall not remove or replace the supervisor/project manager without written concurrence of the School District's designee.

The supervisor/project manager will be required to answer each call from the School ~~Districts~~District's

Designee within thirty (30) minutes will be considered non-compliance and will be assessed a penalty as provided for the "Deductions and Penalties" section of this RFP.

The supervisor(s)/project manager(s):

- must be able to fluently communicate in English
- must be able to use a computer for minor tasks, be able to access and use the School District's computerized work order and facility scheduling system and use email for communication
- can be a working supervisor
- must be authorized by the Contractor to act as the Contractor's agent in all communications with the School District's designee
- must have experience supervising cleaning and maintenance staff
- is to have full authority from the Contractor to schedule working hours, custodian's assignments, and cleaning procedures
- shall cooperate fully with the School District administrators, and
- shall be available for inspection of the Facilities at times other than during working hours when requested

If requested by the Contractor, the School District will provide office space for the Contract supervisor/project manager, at a location specified by the School District.

3.8 OPERATIONS

3.8.1 Operating Requirements: The Contractor shall provide all custodial services necessary to meet Ecorse Public Schools routine needs. Service shall be provided on school days and on other days designated by the Ecorse Public Schools.

3.8.2 Scheduling: The Contractor will schedule custodians determined by the Ecorse Public Schools needs in year one (1) and every subsequent year of the Contract.

3.8.2.1 Substitute Scheduling

The contractor will recruit, background check, employ, train, pay, and supervise all substitute custodians for the Contract.

3.8.2.2 Changes in Assignments

Custodians shall be permanently assigned to the same Facility whenever possible. If a change is made to a permanent assignment during the course of the academic year, the Contractor shall notify Ecorse Public Schools as soon as possible.

3.8.2.3 Changes in Established Facility Time Schedules

Changes to schedules shall be implemented by the Contractor as soon as possible but in no case more than five calendar days later than notification of the change is received by the Contract manager responsible for service to the Ecorse Public Schools.

3.8.2.4 Changes in School Schedules

It is expected the Contractor will work when the schools are closed due to inclement weather or other facility related closings. If the Superintendent of the

Ecorse Public Schools does close to ensure the health and safety of any person or for any other lawful reason, then the Ecorse Public Schools shall not be obligated to pay for any services hereunder provided that the Ecorse Public Schools has notified the Contractor by 5:30 a.m. of the day the District and/or individual schools are to be closed.

3.9 CUSTODIAL REQUIREMENTS

3.9.1 Ecorse Public Schools Philosophy: It is the Ecorse Public Schools intent to provide high- quality custodial service and to ensure the safety and comfort of the Ecorse Public Schools pupils. The Contractor hereby recognizes and agrees to uphold the following general standards for personnel:

- For the protection of pupils, persons who have contact with pupils and their families must be of stable personality, good moral character, and shall meet or exceed all state mandated certifications. Additionally, all employees shall be able to read, write and speak in the English language and be able to take direction accordingly.
- The Contractor shall allow no person to provide custodial services if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the Contractor allow any person to provide custodial services who is not, at any time, in a condition of mental and emotional stability.
- The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school Property.

3.9.2 Pre-Employment Screening: The Contractor shall develop and implement a pre-employment interview and/or screening program for all candidates for employment who will be on District property or in a District Facility. The screening program shall be designed to assist the Contractor in determining the candidates' qualifications for work with Students in the Facility setting. This procedure must be reviewed and approved in advance by the District to ensure compliance with any and all applicable federal and state laws, rules, ordinances, District policies and regulations and licensing and permitting requirement applicable to providing Custodial Services contemplated in this Contract, including, but not limited to:

3.9.2.1 Establishing tests acceptable to, and approved by, the District that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. The Contractor shall conduct random and reasonable suspicion drug and alcohol testing for all safety sensitive employees according to Federal and Michigan law, rules and regulations and District policy. The Contractor shall have a zero tolerance policy for testing positive to drugs and alcohol and shall immediately remove an employee if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances or alcohol or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol on District property.

3.9.2.2 Meeting the requirements of the *School Safety Initiative Legislation, being* MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. The Contractor acknowledges and agrees that unless the District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of

2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any District premises to carry out the Custodial Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal background checks, as directed by the District, or provide written notification to the District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the District acknowledging its consent to provide Contractor with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the District within 3 business days of when any of its agents, employees or representatives who will be on the District's premises to carry out the Custodial Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, pled guilty or pled no contest to that crime. The Contractor shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the District, to enable the District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

3.9.3 Drug Use Prevention:

3.9.3.1 Grounds for Testing

The Contractor shall conduct or cause to be conducted tests acceptable to Ecorse Public Schools that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. Test results must be obtained before the custodial begins work. Such tests shall be administered to:

- All permanent, temporary, or substitute custodians before the custodian

first begins work under this Contract;

- Any person whom the Contractor or the Ecorse Public Schools has reasonable cause to believe has reported to work or is at work or is on the Ecorse Public Schools property under the influence of drugs or alcohol.

3.9.3.2 Grounds for Removal from Service

The Contractor must remove a trainee or employee from the training program or from service, as applicable, under the following circumstances:

- If a trainee or employee refuses to submit to a drug test in one of the above described situations;
- If a trainee or employee possesses, consumes, sells, or dispenses alcoholic beverages, illegal drugs, or controlled substances on Ecorse Public Schools property or during the course of providing Custodial services to Ecorse Public Schools
- If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages during the course of providing Custodial services to the Ecorse Public Schools or
- If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages at any time, if doing so adversely affects the Ecorse Public Schools, its pupils, or its property;
- If a trainee or employee tests positive for the presence of illegal drugs, controlled substances, or alcohol.

3.9.4 Other Requirements: All employees must be at least 18 years of age, be a legal resident and must be able to read, write and speak the English Language prior to being placed in a position with the Contractor to work in the Ecorse Public Schools.

3.10 CUSTODIAL TRAINING REQUIREMENTS

3.10.1 Pre-service Training and ongoing Training: The Contractor will provide or arrange for any such legally required or other training as is needed to ensure that qualified custodians are available to provide services described in the Contract. The Contractor is to have, in-place, an on-going, effective and documented training program that consists of two parts, each of which provides all local, state and federally mandated training and contains, at a minimum:

ORIENTATION PROGRAM BEFORE PLACEMENT IN ECORSE PUBLIC SCHOOLS:

- AHERA
- Asbestos and Asbestos Floor Tile Care
- Basic General Cleaning Procedures
- Blood-borne Pathogens
- Carpet Care
- Handbook Review
- Hard Floor Care
- Infection Control
- Ladder Safety
- Lock-out/Tag-out Procedures
- Methicillin-Resistant *Staphylococcus aureus* (MSRA) Sanitizing
- Personal Grooming
- Right-to-Know including Material Safety Data Sheets (MSDS)
- Safety
- Sexual Harassment

The Contractor will provide written documentation of Contract employees who Has attended such a program, including date and time, to the Ecorse Public Schools designee prior to being placed in the Ecorse Public Schools.

ONGOING TRAINING PROGRAM AFTER PLACEMENT IN ECORSE PUBLIC SCHOOLS:

ADA
Asbestos Floor Tile Care
Auto Scrubbing
Basic Restroom Cleaning
Blood-borne Pathogens
Carpet Extraction
Carpet Spot Removal
Carpet Vacuuming
Ceiling/Wall Washing
Chemical Safety Cleaning Standards
Confined Spaces
Daily Restroom Cleaning
Damp/Wet Mopping
Dust Mopping
Equipment Checks
Equipment Usage
Ergonomics
Fabric/Upholstery Cleaning
Furniture Cleaning
Infection Control
Job Preparation and Clean up
Ladder Safety
Lifting Techniques
Lock-out/Tag-out Procedures
Office Cleaning
Right to Know Safety including MSDS
Sexual Harassment
Slips/Trips/Falls
Spray Buffing
Spray Cleaning Hard Surfaces
Stripping/Refinishing Floors
Team Facility
Window Blind Cleaning
Window Washing

The Contractor must show proof that it has provided all trainings to its personnel as required by applicable codes and standards. The Contractor will provide the Ecorse Public Schools designee with training logs and, if requested, training verification.

3.10.2 Safety Program: Safety is a paramount concern of the Ecorse Public Schools. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program. This program shall include but not be limited to regularly scheduled safety meetings for custodians. The Contractor shall conduct a minimum of four (4) safety meetings each school year, and custodians shall be required to attend. In the event a custodian fails to attend two (2) or more of these safety meetings each year, the custodian will be subject to suspension. The agendas of the meetings shall be available for inspection by the Ecorse Public Schools on request.

3.10.3 Employee Training Participation: At no cost to the Ecorse Public Schools, the Contractor shall make all custodians assigned to the Ecorse Public Schools available to the Ecorse Public Schools personnel for at least two (2) two hour sessions per year in addition to training programs. The purpose of these sessions is to solicit the custodians' suggestions and their evaluations of policies and practices and other Ecorse Public Schools concerns.

3.10.4 Mandated and Requested Equipment Modifications: If, during the period of the Contract, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, or if special equipment or devices are required or requested by the Ecorse Public Schools; such modifications or installations shall be made by the Contractor after notification and approval from the Ecorse Public Schools. The cost of providing such apparatus, and of modification and installation, shall be incurred by the Contractor on a non-target unit cost basis. The Contractor shall be responsible for the maintenance of such apparatus, as described herein.

3.10.5 Physical Locations and Control of Equipment: Equipment shall remain at any respective locations or Facilities, and shall not be moved to another location or Facility, unless approval is granted in advance and in writing by the Ecorse Public Schools.

3.11 MAINTENANCE STANDARDS

The Contractor shall maintain in good and safe mechanical and operating condition all custodial equipment. The Contractor will complete a written inspection form detailing the condition of all equipment before the beginning of each school year for Ecorse Public Schools review. The Contractor shall maintain the equipment so that their condition remains equal to or exceeds that condition recorded on the written inspection form, normal wear and tear excepted. Mechanically, equipment shall be maintained in a condition approximating that set out by the original manufacturer. Failure to maintain equipment in a condition acceptable to the Ecorse Public Schools will constitute a default of Contract performance.

Responsible Party

The Contractor shall be the responsible party with respect to any applicable annual required or mandated inspections of the equipment, maintenance and related issues.

3.12 SUPPLIES

The Contractor is responsible for procuring and maintaining all supplies, and related expenses for items necessary to provide the services called for in this Contract.

3.13 CONTRACTOR'S RECORDS AND REPORTING REQUIREMENTS

The Contractor shall make available at any time to the Ecorse Public Schools all operating records that the Ecorse Public Schools may request. Additionally, the Contractor will provide certain regular reports to the Ecorse Public Schools as specified in this section and others as mutually agreed on by the Ecorse Public Schools and Contractor.

Records to be maintained by the Contractor:

3.13.1. Operating Records

The Contractor shall maintain, for a minimum of one (1) academic year, daily records indicating absenteeism per building, supplies used per building, employee hours per Facility, accident occurrences and building complaints. The Contractor shall maintain the following records for seven (7) years, at no cost to the Ecorse Public Schools.

3.13.2 Personnel Records

The Contractor shall maintain records that include documentation of all custodians, management, and support staff compliance with all legal requirements and with all standards and requirements set forth in this Contract.

3.13.3 Reports to be submitted regularly to the Ecorse Public Schools by the Contractor

If any of the following events occur during the Contractor's performance of this Contract, the Contractor shall report to the Ecorse Public Schools the described information within a period of two (2) working days.

3.13.4 MIOSHA

Before bringing any new chemicals onsite, the Contractor must provide one copy of the Material Safety Data Sheets (MSDS) to the Ecorse Public Schools designee.

The Contractor must maintain a complete and up-to-date inventory of Material Safety Data Sheets (MSDS's) for all chemicals used in each Facility. This inventory must be stored in two duplicate notebooks labeled "MSDS", one stored in the principal's office and one stored in the custodial office area. In addition, a master MSDS notebook with a section for each Facility in the Ecorse Public Schools must be provided and kept current at the Central Office. The MSDS notebook must also include Michigan's Right-To-Know procedures.

3.13.5 Procedures

The Contractor will maintain, in each Facility, a Procedures Manual, indexed and containing the following sections, specific for that Facility that will include, at a minimum:

1. Contractor's standard policies and procedures
2. Daily routines or schedules for custodians assigned to the facility
3. Emergency and safety procedures
4. List of equipment maintained in the facility
5. Maintenance and use manuals for all custodian equipment in the facility

6. List of all custodians assigned to each school (for contact purposes)
7. Standard cleaning procedures

3.13.6 Accident Reports

All accidents or incidents involving the Ecorse Public Schools pupils, personnel, and equipment shall be verbally reported to the Ecorse Public Schools Superintendent immediately. A written report shall be submitted to the Ecorse Public Schools by the Contractor within two (2) working days.

Accident reports shall make clear or provide at a minimum the following:

- Whether pupils were involved in the accident;
- Whether any injury occurred;
- The custodian, location, involvement of equipment, and nature and extent of any property damage;
- The Contractor's assessment of chargeability of the accident

The Contractor shall provide to the Ecorse Public Schools any accident reports obtained from the Michigan State Police or from any other law enforcement agency as soon after the accident as they become available.

The Contractor shall use the Michigan MDE form as mandated by the State of Michigan.

3.14 BUILDING ALARM CODES (where applicable)

The Ecorse Public Schools will provide the Contractor with alarm codes for each Facility. A set of security codes for all Facilities will be issued to the Contract Manager. Alarm codes must not be traded between or shared among employees. Previously assigned alarm codes must not be forwarded by the Contractor to new employees. Notification to the Ecorse Public Schools will be immediate with the reassignment or termination of any individual who has been assigned an alarm code.

3.15 ECORSE PUBLIC SCHOOLS DESIGNEE

The Ecorse Public Schools designee referred to throughout this RFP will refer to the Superintendent or his/her designee. The Ecorse Public Schools Superintendent is authorized to modify this designation.

3.16 KEYS

Keys to the Facilities will be supplied by the Ecorse Public Schools. All keys will be issued to, and must be signed out by the Contractor's supervisor/project manager.

3.16.1 Initial Issuing of Keys: The Ecorse Public Schools will provide the Contract supervisor with appropriate keys for all Facilities.

3.16.2 Copying of Keys: At no time will copies be made of any keys issued. If additional copies are needed, the Contractor must obtain keys from the Superintendent's designee.

3.16.3 Key Replacement: There will be a \$50.00 charge for the replacement of any lost or stolen key or fob and a \$25.00 charge to re-issue entrance keys to a new Contract manager/supervisor.

3.16.4 Key and Cards Inventory: The Ecorse Public Schools reserves the right to inventory the Contractor's keys at any time.

3.16.5 Lost Keys: All lost Facility keys assigned to the Contractor or to any of the Contractor's employees (whether interior or exterior keys) must be reported via the Ecorse Public Schools work order system, to the Ecorse Public Schools designee immediately upon discovery of the loss.

3.16.6 Re-keying of Locks: If the Ecorse Public Schools deems it necessary to re-key any locks due to inadequate key control/management by the Contractor, the cost will be deducted from the monthly payment.

3.16.7 Security of Keys: The Contractor is prohibited from lending Ecorse Public Schools Facility keys to anyone. The Contractor and its employees are also prohibited from leaving key and rings in janitor closets or from lying on custodial carts, or otherwise out of their possession. Each instance of Ecorse Public Schools-observed noncompliance will result in a non-compliance penalty of \$50.

3.16.8 Termination of Contract: All keys assigned to a Contractor's employee will be returned to the Ecorse Public Schools designee when his/her services in the assigned school end. All keys will be returned to the Ecorse Public Schools designee at the termination of this Contract.

3.16.9 Trading of Keys: Keys will not be traded between employees nor forwarded to new employees; instead, the keys must be returned to the Ecorse Public Schools to be re-issued.

3.16.10 Snow and Ice Management: The Contractor will be responsible for clearing snow and ice, and for distributing ice-melt around doorway entrances and on all sidewalks on all School District Facilities.

When snow continues to fall after the snow removal crew has plowed, Contractor may be required to clear sidewalks leading to the Facility entrances as needed to assure maximum safety for Facility users.

3.17 PROPERTY DAMAGE AND PROTECTION

The Contractor will be responsible for reporting and paying for any damages to any of the Ecorse Public Schools Facilities, equipment, and/or contents caused by the Contractor's employees. The Contractor will report, in writing, any damage that occurs.

The Contractor will inform the applicable principal (or in his/her absence, the Ecorse Public Schools designee) of any vandalism, evidence of attempts to force entry, and all other damages to any Facilities.

In addition, the Contractor will report, in writing, any items that they did not damage but that require maintenance or repair. All repairs to the Ecorse Public Schools facilities will be made or facilitated by the Ecorse Public Schools then reimbursed by the Contractor if appropriate.

The Contractor will continuously maintain adequate protection of all work covered by the Contract from damage or loss and will protect the property from injury or loss arising in connection with this Contract, and will make good any such damage, injury or loss.

The Contractor is responsible for the conduct of its personnel. The Contractor will cooperate fully with the Ecorse Public Schools and with any Law Enforcement authorities in the investigation of any unlawful activities suspected of the Contractor's employees while working on the Ecorse Public Schools sites.

If personnel employed by the Contractor are found to have committed theft or other unlawful activities on any of the Ecorse Public Schools sites, the Contractor will be responsible to the Ecorse Public Schools for restitution which will include, but not be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.

3.18 QUALITY CONTROL/INSPECTIONS

The Contractor's supervisor/project manager, the Ecorse Public Schools Designee and other personnel as deemed appropriate by the Ecorse Public Schools Designee will perform quarterly inspections of each school (1) to ensure tasks are completed, (2) to ensure that the quality of work is satisfactory, and (3) to ensure the Contractor's compliance with other terms of the Contract. The Contractor will maintain historic inspections of each area and areas the employee is responsible for. The Contract supervisor(s) will use printed forms mutually agreed upon between the Ecorse Public Schools and the Contractor. Upon completion of each inspection, the Contractor will provide a copy of the inspection form to the Ecorse Public Schools administrator(s) present during the inspection before leaving the school.

An inspection of all Facilities will be conducted prior to the start of school each school year by a team of Ecorse Public Schools personnel. An inspection may also be conducted in conjunction with the School District's insurance carrier during the course of the year. This requirement is not intended to limit the Contractor's responsibility to inspect or control its own work, nor does it limit the Ecorse Public Schools right to inspect any Facility at any time.

Failure to complete any required inspections (and failure to re-schedule and complete the inspection within three business days) will result in the issuance of a non-inspection penalty as provided for in the "Penalties" section of this RFP.

The Ecorse Public Schools Superintendent, the Ecorse Public Schools designee, and the Principals may also periodically inspect the schools and will report any deficiencies and all unsatisfactory performance to the Contractor.

The Contractor will be granted a reasonable time to correct the deficiencies. Where it is necessary, in the Ecorse Public Schools designee's opinion, to correct unsatisfactory performance to conduct school activities in a clean and safe environment, all costs incurred by the Ecorse Public Schools to correct the deficiencies will be deducted from the monthly payment to the Contractor.

The duties of the Project manager shall not be performed by productive hourly employees, nor shall the project manager perform cleaning duties except in the case of an emergency.

3.18.1 Asbestos:

Like many older schools, the School District's Facilities include some asbestos containing building materials. Some of the most common location include old floor tile, old HVAC pipe wrap, some old ceiling tile, and some old glue holding chalkboards to classroom walls.

Each Facility has, and the School District's designee has, a copy of the School District's asbestos management plan for each school. These are available for public inspection.

All of the Contractor's employees assigned to the School District should familiarize themselves with the various sources of asbestos in the Facilities to which they are assigned. Some of the asbestos management restrictions are as follows:

- Do not remove or otherwise disturb asbestos wrapped pipes
- Do not grind or remove asbestos containing floor tile
- Do not disturb asbestos containing ceiling tile
- Do not remove chalkboards without the School District's designee's pre-approval, for some of these have asbestos glue
- Do not disturb any other asbestos

3.19 ECORSE PUBLIC SCHOOLS RIGHTS AND RESPONSIBILITIES

3.19.1 Discipline: The Contractor shall report to the Ecorse Public Schools any incidents of misconduct of the custodian and any corrective action taken. Every custodian shall at all times adhere to the Ecorse Public Schools' established policies and the Ecorse Public Schools' Regulations and Policies as stated in the Ecorse Public Schools Code of Conduct Handbook.

3.19.2 Authority to Remove Equipment from Service: At the request of the Ecorse Public Schools, the Contractor shall remove immediately from Ecorse Public Schools service any and all District or Contractor custodial equipment that is determined unfit for service by the Ecorse Public Schools. The Ecorse Public Schools will provide specific reasons for such requests to remove equipment from service.

3.19.3 Authority to Approve, to reject, and to Require Removal of Custodians from Ecorse Public Schools Service: The Ecorse Public Schools reserves the right to approve or reject for Ecorse Public Schools service under this Contract any and all proposed custodians who may be providing custodial services at any time during the duration of this Contract. Further, at the request of the Ecorse Public Schools, the Contractor shall immediately remove from service to the Ecorse Public Schools, any or all custodians, whether permanent, substitute or temporary.

3.19.4 Deductions for Temporary School Closures: If one or more Facilities are closed for more than three consecutive work days for "acts of God", Facility renovations, and/or a problem with the Facility, the Ecorse Public Schools designee may request that cleaning services be temporarily suspended in the applicable Facility(s). If this occurs, the Ecorse Public Schools bill for that month will be reduced by 1/20th for each day of work that cleaning services are cancelled in the applicable school(s). If any such service reductions can be reasonably anticipated by the Ecorse Public Schools, the Ecorse Public Schools designee will provide as much lead time to the Contractor as possible.

3.19.6 Non-inspection: Failure to complete any required inspections, as specified in the "Quality Control/Inspections" as per Section 3.13 of this RFP and failure to re-schedule and complete the inspection within three business days will result in the issuance of a non-inspection penalty of \$100 per instance.

3.19.7 Unfilled Employee Absences: Whenever any custodians are absent from part or all of their Ecorse Public Schools assignment and a substitute is not provided by the Contractor, the Contractor must deduct the following amount from the next invoice:

For each unfilled eight hour shift — a \$200 penalty per instance will be assessed. This penalty is intended to reflect the Contractor's labor savings by not providing eight hours of labor and to provide an "assured staffing" incentive. Any portion of an eight hour shift not covered by a Contractor substitute will be assessed a prorated penalty based on \$200 per eight hour shift.

3.19.8 Services Provided By Ecorse Public Schools: The Ecorse Public Schools is responsible for and shall provide the following:

- Yearly Calendar
- Hours of Operation
- Necessary Space and computer equipment for staff
- Emergency Procedures
- Student Handbook and Ecorse Public Schools Policies and Regulations
- Other items mutually agreeable to the Ecorse Public Schools and the Contractor

3.20 EMPLOYEE COMPENSATION

Contractors shall provide hourly pay rates (or pay rate ranges) and a list of benefits offered to all employees that would be placed to work in the School District.

3.21 EMPLOYEE EXPECTATIONS

All of Contractor's employees are to present themselves in an appropriate manner and attire consistent with the School District's Board policies and the School District's administrative guidelines. The School District reserves the right to seek removal of any employee of the Contractor whose moral conduct, behavior, health habits or appearance are unsatisfactory. Such employee will be removed as soon as possible upon being brought to the Contractor's attention. The School District's decision shall be final. The School District agrees not to use this right arbitrarily or capriciously.

All of the Contractor's employees assigned to the School District must meet the following requirements:

They must be...

- Able to read, write, and speak English fluently, and to use courteous language
- Able to inspect, see, and report maintenance needs to the Contractor's supervisor/project manager and/or the District's designee
- Able to interact positively and appropriately with students, school employees, and the public
- Able to productively work with minimal supervision
- Able to handle special duties or situations as they arise
- Competent persons who are well trained in the area of work assigned
- Cooperative with School District staff and with other Contractors' employees
- Alcohol-and drug-free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of; using, distributing, or dispensing of any controlled substance, including alcohol, while on School District property
- Punctual
- Well-groomed and in uniform
- Able to lift 50 pounds at one time

Contractor shall maintain attendance records which indicate "log" in at the beginning of their shift and "log" out at the end of their shift each day in a designated location. This requirement is to enable School District staff to determine which of the Contractor's staff is in each Facility at any given time. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from building to building.

At no time shall the Contractor's personnel do any of the following:

- Allow custodial closets to stand open and unattended
- Congregate or have food/drink in unauthorized areas
- Copy, distribute or loan any key to School District Facilities
- Disturb papers on desks, open drawers or cabinets, use or tamper with personal property owned by the School District employees
- Leave custodial products and/or equipment unattended
- Leave custodial carts unattended in corridors for more than a few minutes (for safety, security, and aesthetic reasons)
- Leave lights on or doors open in unattended sections
- Play radios, or other similar devices, at a volume that is audible in other areas of the building
- Use any School District equipment (i.e.: telephones, computers, copiers, TV's) that is not required to perform duties as detailed in this RFP or Contract
- Smoke or use any tobacco products on School District property
- Use or remove any School District owned equipment or supplies outside of Ecorse Public Schools owned facility

No visitors, spouses or children of the Contractor's employees will be allowed at the work site during working hours unless they are bona fide employees of the Contractor or they receive prior approval from the School District's designee.

3.22 EMPLOYEE PERSONNEL FILES

The Contractor awarded the Contract will be required to provide the School District with a copy of the employees' files for all of the Contractor's regular employees assigned to the School District. This requirement is primarily intended to ensure that all required employee background checks have been completed, and to provide results of training and drug testing.

Some examples of required documents are as follows:

- Application
- Drug screening results
- I-9 form along with a copy of the employee's driver's license and Social Security Card
- Results of FBI and State police record checks
- Proof of initial and follow-up training

As in the case with the Schools Districts' own employee personnel files, this information will be held in the strictest confidence.

3.23 EMPLOYEE SELECTION

All of Contractor's employees will be required to have a criminal background check prior to working on at any Facility of the School District. The School District's designee will be the final authority as to whether such employee may provide services to the School District based upon the results of such background check. The School District reserves the right to interview all custodial candidates before placement in our Facilities.

The Contractor shall, at a minimum, perform the following pre-employment screening procedures before recommending the placement of all regular and substitute employees in School District Facilities:

- Employee background and reference checks
- Drug and Alcohol testing as approved by the School District
- FBI and State Police record checks – Any felony convictions will disqualify personnel from placement in the District

All applicants being considered for employment must meet the criteria set forth by the United States Department of Immigration and Naturalization.

3.24 ABSENTEEISM

Employee absenteeism can significantly and adversely affect the quality of services received by the School District. The Contractor must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice, to ensure that the School District is adequately staff in the event of illness or injury. It is expected the Contractor will always operate with a full complement of staff. Days that are not fully staffed.

The Contractor's invoice will be deducted by the contract hourly rate as well as a charge for the liquidated damage cost. The Contractor must also keep track of its absenteeism rate, upon request; this data must be provided to Ecorse Public Schools. The approximate hours needed are listed as Appendix C and the invoice will be based on the hourly substitute rate. This total shall be included in the base bid. If Ecorse Public Schools' need surpasses those listed, then the Ecorse Public Schools does not utilize the hours as bid, Ecorse Public Schools will receive credit for those hours multiplied by the hourly rate.

The Contractor is required to inform the building principal and the District's designee when there will be a change of employees for absence purposes. If the absence is expected to last more than three (3) consecutive work days, the Contractor is also required to inform the School District's designee.

If the Contractor's supervisor/project manager is unavailable under the Contract for any substantial period of time (i.e., more than three consecutive work days), the Contractor shall immediately inform the School District's designee of the absence, the reason for the absence, and how the Contractor will ensure completion of the supervisor's/project manager's work.

The School District reserves the right to audit payroll records and/or time cards of the Contractor and its employees.

3.25 SEXUAL HARASSMENT

The School District is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The School District has a legal and ethical responsibility to ensure that all students and staff can learn and work in an environment free of sexual harassment.

Consistent with state and federal laws, this right to freedom from sexual harassment has been defined in School District policy by the Board of Education. Failure to comply with this policy could result in termination of the Contract without advanced notice. Further information regarding this policy is available.

3.26 SMOKING

The School District prohibits the use of tobacco in school buildings or on school grounds. This prohibition applies to all contractors and workers on school grounds and to all forms of tobacco products. The Contractor shall be responsible for the implementation and enforcement of this requirement.

Proposal Summary

Proposer (Company/Firm/Name): _____

Contact Name: _____

Title: _____

Address: _____

City/State: _____

Phone: _____

Alternate Phone: _____

Facsimile: _____

Email Address: _____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals and to waive informalities and irregularities therein.

If award is made to our Firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish Custodial Services in strict accordance with this Request For Proposal and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and Conditions as set forth in this Request For Proposal, unless specifically enumerated as an exception...

I hereby certify that I am authorized to sign as a Representative for the Firm.

Name, title and signature of individual duly authorized to execute contracts:

Signature: _____

By: _____

Date: _____

ECORSE PUBLIC
SCHOOLS
CUSTODIAL SERVICES
REQUEST FOR PROPOSAL

APPENDIX A

Evaluation Criteria

Ecorse Public Schools may award a proposal to the most responsive bidder who best meets the following criteria:

EVALUATION CRITERIA

Criteria #	Factors	Points Available
1	Cost of Services	40
2	Quality and financial soundness of the organization	5
3	Geographic location	5
4	Qualification and experience of the organization and its team members with ISD's, public school districts and public agencies	15
5	Major equipment and services provided	35
	Total available points	100

ECORSE
PUBLIC SCHOOLS
CUSTODIAL SERVICES
REQUEST FOR PROPOSAL

APPENDIX C

School Facilities Information

Ecorse Public Schools

Ecorse High School
27835 W. Outer Drive,
Ecorse, MI 48229
Approximately: 213,000
1 floor building
Grades: 8 - 12

Grandport Academy
4536 Sixth Street
Ecorse, MI 48229
Approximately: 156,000 sq. ft.
2 floor building
Grades: 4 - 8

Ralph J. Bunche Elementary
503 Hyacinthe
Ecorse, MI 48229
Approximately: 182,000 sq. ft.
2 floor building
Grades: Pre-K through 3

JF Kennedy Building (Administration)
Hope Academy – Alternative School
27225 W. Outer
Approximately: 87,512 sq. ft.
2 floor building
Ecorse, MI 48229

Drew Academy Building
(Vacant)
50 W Josephine Street
Ecorse, MI 48229

High/Labadie
(Vacant Lot)

ECORSE PUBLIC
SCHOOLS CUSTODIAL
SERVICES REQUEST FOR
PROPOSAL

APPENDIX E
CUSTODIAL SERVICES CONTRACT

CUSTODIAL SERVICES CONTRACT

THIS CUSTODIAL SERVICES CONTRACT, (the “Contract”) entered into this first day of July, 2017 (the “Effective Date”) by and between **Ecorse Public Schools**, a Michigan general powers school district, whose address is 27225 W. Outer Drive, Ecorse, MI 48229 (hereinafter “EPS”) and _____, a full-service building and property maintenance company, whose address is _____(hereafter the “Contractor”) (collectively the “Parties”).

RECITALS

A. The EPS issued a Request For Proposals for Custodial Services dated May 8, 2017 (the “RFP”), the purpose of which was to solicit proposals from qualified contractors with the ability to deliver a Turnkey Solution for custodial services, minor maintenance services, minor grounds work, supplies and other services requested by EPS (the “Custodial Services”).

B. The Contractor submitted to EPS a Proposal to the RFP dated _____, 2017 (the “Proposal”), and a Finalized Pricing letter and Schedule 4, dated _____, 2017, to provide all Custodial Services contemplated by the RFP.

C. Pursuant to the terms of the RFP, the Contractor shall be required to enter into a written contract with EPS following written acceptance of the Proposal by EPS.

D. The Parties agree that certain terms and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. **RESTATEMENT CONSTITUTES THE CONTRACT**

(a) **Incorporation By Reference**

The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the RFP, Addenda to the RFP, if any, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP.

(b) **Order of Precedence**

The Contract Documents, which all are incorporated herein by reference, include the following:

- i. This Contract;
- ii. Exhibit A to this Contract – the RFP and Addenda (if any); and
- iii. Exhibit B to this Contract – Contractor’s Proposal Cost Sheet; and
- iv. Exhibit C Inventory of District Owned Equipment

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (i) to (iv). However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both parties.

2. **TERM AND TERMINATION**

The term of this Contract shall be for a period of three years, commencing July 1, 2017 (the "Initial Term"). EPS shall have the option to extend this Contract by up to three (3) additional years on a year-to-year basis, subject to the written approval of EPS's Board of Education, in its sole discretion (each a "Renewal Term"). Nothing in this Contract requires EPS to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised. One Hundred and Twenty (120) days prior to the end of the Initial Term, or any Renewal Term, Contractor shall provide EPS in writing with a detailed fee schedule for the next fiscal year and EPS shall notify the Contractor within sixty (60) days of its receipt of Contractor's detailed fee schedule for the next fiscal year as to whether EPS will exercise any option for a Renewal Term. This Contract may be terminated in accordance with the provisions of the RFP.

3. **INVOICING AND PAYMENT TERMS**

(a) **Invoices**

Contractor shall invoice EPS in equal installments on a once-per-month basis for all Custodial Services rendered under the Contract Documents. Invoices shall itemize charges for labor, equipment and supplies for each Facility. Invoices shall be submitted to Accounts Payable, Ecorse Public Schools, 27225 W. Outer Drive, Ecorse, MI 48229.

(b) **Additional Charges.**

Any services outside the scope of the Custodial Services ("Additional Services") must receive prior written approval from EPS's Superintendent before rendering or invoicing for such Additional Services. Invoices for approved Additional Services shall include the date and times the Additional Services were completed, the name of the Facility, the type of Additional Services performed and the number of hours worked. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to EPS together with the regular monthly invoice. Charges for these Additional Services shall be in accordance with Exhibit B.

(c) **Payments**

Payment of undisputed amounts in each invoice shall be made within 30 days of receipt of the invoice. EPS will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to Contractor by EPS, in writing, within (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to EPS satisfaction within ten (10) business days prior to payment due date. EPS will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

4. **SUPPLIES AND EQUIPMENT**

(a) **Supplies**

Once EPS' current supply inventory is exhausted, the Contractor will assume responsibility for the procurement of any necessary cleaning supplies/materials and/or any necessary paper products/supplies. The Contractor shall procure the necessary supplies, material and/or equipment, in the amounts and quantities deemed appropriate by the Contractor to perform the Custodial Services and agreed to by EPS in writing. All "core supplies" (as defined in the RFP) shall be procured in accordance with the specifications set forth in the RFP, unless prior written approval is received from EPS. The Contractor shall submit to EPS a monthly report detailing all consumption of supplies (including type, quantity and cost) for each EPS Facility. Additionally, any and all procurements by Contractor must be in compliance with all applicable laws, rules, regulations, policies and procedures, including, but not limited to, compliance with MCL 380.1274 and applicable EPS's policy and procedures.

(b) Equipment

The Contractor may utilize EPS's existing inventory of equipment and small hand tools (the "Equipment") to perform the Custodial Services. Title to this Equipment shall remain with EPS. EPS and Contractor agree that the inventory of EPS-owned Equipment as of the Effective Date is set forth on **Exhibit C**. The Contractor shall be responsible for maintaining the Equipment, or repairing it if it is damaged, at its sole cost and expense. Contractor is responsible for purchasing of any new equipment. Title to this new equipment or hand tools shall remain with EPS, although the Contractor shall maintain and repair such newly purchased equipment or hand tools at its sole cost and expense. It is understood and agreed that the new equipment purchased shall not be used to replace Equipment that is damaged due to the fault of Contractor. The Inventory shall be updated upon purchase to reflect any new equipment purchased.

5. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

The Contractor acknowledges and agrees that unless EPS notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have it, and any and all of its agents, employees or representatives who will be on any EPS premises to carry out the Custodial Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by EPS, or provide written notification to EPS that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district, intermediate schools district, public school academy or nonpublic school (each and "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to EPS acknowledging its consent to provide Contractor with a copy of the report. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to EPS that it will at all times during the Initial Term or any Renewal Term of this contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but limited to, reporting to EPS within three (3) business days of when it, or any of its agents, employees or representatives who will be on EPS premises to carry out the Custodial Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to EPS if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold EPS, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by EPS, to enable EPS to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

6. IDEMNIFICATION

(a) General Indemnification

Contractor agrees to indemnify, defend and hold harmless EPS, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor; (iii) any breach of any applicable Federal, State or local law, rule, regulation or ordinance; or (iv) any breach of any representation or warranty by Contractor under this Contract. The Contractor agrees to notify EPS by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which EPS may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

(b) Environmental Indemnification

Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affection any EPS property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless EPS, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Custodial Services in or about EPS property by Contractor or its agents or employees. As used herein, the term "Hazardous Substance" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.), ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j- 26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9301 et seq.) ("CERCLA"), the Emergency Planning and Community Right To Know Act, 42 U.S.C.

§§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgates under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

7. MEETINGS

The Supervisor/Project Manager for the Custodial Services, as designated by the Contractor pursuant to the Contract Documents, shall schedule monthly meetings with the Superintendent of Ecorse Public Schools to discuss the provision of the Custodial Services, or more frequently as requested by EPS.

IN WITNESS WHEREOF: the Parties hereto on this day execute this Contract as of the Effective Date.

ECORSE PUBLIC SCHOOLS

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the Ecorse Public Schools Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Ecorse Area Schools as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Ecorse Public School's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Name of Company

Name and Title of Authorized Representative

Signature

Date

