

**Request  
for  
Proposals  
for  
Special Education  
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 SPECIAL EDUCATION SERVICES:

Specifications and proposal forms may be obtained online at [www.ecorse.education](http://www.ecorse.education)

Proposals MUST be submitted in a sealed envelope or box and CLEARLY marked "Special Education Services". Ecorse Public Schools requests six (2) 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.

The purpose of this meeting will be to answer any questions regarding the RFP specifications and the current special education 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.

# **I. OVERVIEW**

## **1.1 SUBMISSION DEADLINE AND REQUIREMENTS**

The date and time for receipt of Proposals is:

**Friday 9, 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  
SPECIAL EDUCATION  
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](mailto: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 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.
- 1.1.10 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.
- 1.1.11 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.

**1.1.12 Contractor Experience:** EPS prefers a contractor with at least three (3) years of experience providing special education services for public K-12 school districts.

**1.1.13 Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.

## **1.2 OBJECTIVE OF RFP**

The objective of this REP is to offer experienced special education service 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.

This Proposal specifically requests that all Proposers present their qualifications and experience in special education. (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 students of Ecorse Public Schools, 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.

## **1.3 PURPOSE**

The purpose of this RFP is to possibly establish a contractual relationship with an experienced and qualified Firm to provide Special Education 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 Special education 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 Special Education 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 Special education 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.

#### **1.5 SCOPE OF SERVICES**

The scope of services shall include the ancillary support of EPS students with disabilities as designated via their IEPs.

Ancillary and Related Services shall include, but may not be limited to, the following:

- Speech and Language Providers;
- School Social Workers;
- School Psychologists;
- Audiologists;
- Orientation and Mobility Specialist; and
- Paraprofessional Support to facilitate the inclusion of students in the GE setting

##### **1.5.1 Proposer Responsibilities:**

Proposer shall provide to EPS, license and/or certification credentials for persons conducting student assessment interventions; consultations; and/or evaluations prior to rendering services. Proposer shall ensure that all licenses and certificates remain current throughout the life of any subsequent contract EPS and a Proposer may enter into.

Proposer shall comply with all requirements mandated by the Individuals with Disabilities Education Act ("IDEA"), Family Education Rights & Privacy Act ("FERPA"), applicable court decrees, EAA policies, as well as any other applicable state and federal laws related to the performance of both initial and re-evaluation of suspected student disability.

Proposer shall be responsible for ensuring that all personnel providing services to students have undergone a criminal background check in accordance with the requirements of the Michigan Revised School Code and applicable laws, prior to their commencement of services to EPS.

Proposer shall ensure the availability of any evaluators and/or report writers they may provide to EPS at pre-hearing conferences, administrative hearings, court proceedings. Proposer shall also ensure that the aforementioned personnel is available to respond to any and all requests EPS may have for student records and/or consultations.

Proposer shall provide professionally qualified personnel to perform the services contemplated by this RFP, which includes but is not limited to, attending and participating in eligibility conferences, consultations with parents, school personnel, and EPS staff.

Proposer shall ensure that staff is available to attend IEP meetings and staff development meetings, and parent/teacher meetings.

Proposer shall ensure that their staff maintains thorough records and provide required documentation in accordance with EPS policies, the Proposer's documentation requirements, as well as local and federal mandates (i.e., Encounter Tracking Forms, assessment protocols, reports, IEPs, progress and attendance notes, etc.).

Proposer shall provide professional development as designated by EPS for all employees of Proposer

**1.6 REQUEST FOR PROPOSAL (RFP) TIMELINE**

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

<b>Issuance of Request for Proposals (RFP):</b>	<b>Wednesday, May 10, 2017</b>
<b>Proposer(s) Questions Due by 4:00pm:</b>	<b>Tuesday, May 23, 2017</b>
<b>Questions and Answers Responses-Posted by 4:00pm</b>	<b>Thursday June 8, 2017</b>
<b>Proposals Due by 4:00pm:</b>	<b>Friday June 9, 2017</b>
<b>Board of Education anticipated consideration of Contract</b>	<b>Monday, June 12, 2017</b>
<b>Implementation of Contract</b>	<b>Monday, July 3, 2017</b>

- (a) All Questions by proposers will be posted immediately with the final questions and answers posted by Thursday June 8, 2017 by 4:00pm on the District's website: (Ecorse.education)

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.

Attached to this RFP is a form of Contract under which the Special education Services requested hereunder shall be provided by the successful Proposer (the "Contract"). The Contract contains details relative to the Special education Services for the School District, the terms and conditions under which the Special education 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. 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 special education 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.



**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. **Schedule 5:** Proposers must provide detailed evidence that they are currently providing Special education Services for other K-12 school districts. This should include school districts of similar size and scope as the Ecorse Public School District.

- 1.8.6 Schedule 6:** Describe any other similar public K-12 school districts in which your Firm has contracted to provide Special Education Services.
- 1.8.7 Schedule 7:** Proposers must provide the Hourly Pay Rate Table of Contractor employees placed in the Ecorse Public Schools..
- 1.8.8 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.
- 1.8.9 Schedule 14:** Proposers must provide evidence of all aspects of their special education services 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.
- 1.8.10 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.
- 1.8.11 Schedule 17:** Proposers must complete the Familial Relationship Disclosure.
- 1.8.12 Schedule 18:** Proposers shall provide documentation of sufficient financial resources which shall include the most recent audited Financial Report to provide Special Education Services for a School District of this size and complexity.

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

**1.8.14 Schedule 20:** Proposer must describe any other resources to be provided by your Firm, not listed above, which would result in a safe and efficient Services to Ecorse Public Schools.

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

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

**1.8.17 Schedule 23:** 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 Professional Services contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Proposer's Special education 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 special education 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.

**1.8.18 Schedule 24:** 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 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.

## **1.16 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.

## **1.17 EVALUATION OF PROPOSALS**

Each Proposer submitting a Proposal should understand that the nature of the School District's Special Educations 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 Special education 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
  3. Project manager/account supervisor's qualifications and experience
  4. Project personnel - Adequacy of staff in size, availability, and experience to perform the proposed Special education Services
  5. Corporate support
  6. Full and proper completion of the Proposal Forms
  7. Guarantees — Any cost savings guarantees provided for by the Proposal
  8. Quality of the oral presentation to the applicable committee
  9. Quantity and nature of exceptions to the RFP and Contract Specifications
  10. Submission of required alternates, if any
  11. Training program — The education and training programs to be provided to staff
  12. Work history/performance as reported by references (names, addresses, and telephone numbers of principal parties)

13. Supplemental relevant information submitted by the Proposer
14. Any comments from the Proposer regarding information submitted as part of this RFP information
15. Any other information the School District's proposal review team determines to be pertinent

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.

### **1.18 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.
- 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 Special Education 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.

**"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.

## **2.4 GENERAL CONDITIONS**

**2.4.1 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 when providing services.

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 Special Education Services pursuant to this RFP and Contract, fully 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 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 County, Michigan.

**2.4.3 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 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 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 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.

<b><u>Policy</u></b>	<b><u>Minimum Limits</u></b>
(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 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.

#### **2.4.8 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 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 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 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 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 provide services 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.

#### **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

#### **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.

## 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**

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

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.

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Name of Company

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Name and Title of Authorized Representative

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Signature