

Request for Proposals for Security Services

Distributed by:

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

Thursday June 15, 2017

RE: SECURITY SERVICES BID

The Ecorse Board of Education is desirous of receiving sealed bids on a one-year (2017-18 school year) proposal for Security 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 "Security Services Bid". Ecorse Public Schools requests seven (7) copies (one of which must be clearly marked "Original"). All proposals must be delivered no later than 4:00 P.M., Wednesday, July 12, 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.

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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SUBMISSION DEADLINE AND REQUIREMENTS

The date and time for receipt of Proposals is:

Wednesday, July 12, 2017 at 4:00 p.m. EDST

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

SEALED PROPOSAL
ENCLOSED SECURITY
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

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.

Returned Proposals: All Proposals received after the date and time specified above will be returned to the Proposer unopened.

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.

Copies of Proposal: The Proposer shall also submit with the signed original Proposal, six (6) complete copies of the signed original Proposal.

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.

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.

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 the paragraphs above.

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.

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.

Required Experience: three (3) years of experience providing Security services for public K-12 school districts with similar size Security Services operations and with demonstrated ability in starting up operations of this scope.

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

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 Security Services on behalf of the School District.

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.

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.

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.

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.

OBJECTIVE OF RFP

The objective of this REP is to offer experienced Security 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.

This Proposal specifically requests that all Proposers present their qualifications and experience in Security 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.

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 security 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 Security 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 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.

PURPOSE

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

TERM OF CONTRACT

It is the intent of the School District to award a contract to one or more Contractor(s) for Security Services for all School District Facilities. The Contract is expected to begin on July 1, 2017 for a period of one (1) year, 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 Security Services Contract beyond the initial

one (1) year term. As specified elsewhere in this RFP, the Contractor is required to provide a one (1) 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 10-months-per-year and requires Security Services to be performed during school breaks and during the summer.

SCOPE OF SERVICES

SECURITY PERSONNEL

The following is a listing of proposed duties, responsibilities and qualifications which have been developed for the Ecorse Public Schools' Security program. Security Companies and Security Officers must meet the following qualifications and are expected to follow the outlined duties and responsibilities.

SECURITY COMPANY

1. Must be bonded.
2. Must have had previous experience in providing security services to organizations.
3. Must provide liability insurance to cover security guards.
4. Must provide uniformed officers.
5. Must provide substitute officers in the event of absence by regular officer.
6. Must supply insurance to cover worker's compensation, comprehensive bodily injury, property damage and public liability for a minimum of one million dollars.
7. Must provide a daily on-site supervisor.

SECURITY PERSONNEL

1. Must be a high school graduate.
2. Must present evidence of enjoying a state of good health.
3. Must have fingerprint clearance before working in the schools.
4. Must be alcohol and drug free.
5. Must have had at least two (2) years of successful experience working with school children.

SECURITY SPECIFICATIONS FOR ECORSE PUBLIC SCHOOLS:

1. Regular duty hours are 7:45 A.M. to 3:15 P.M. Hours are subject to change at the request of the school administrator or the Superintendent.
2. Security personnel will observe the same school district student attendance calendar for instruction.
3. Security personnel will punch in and out for proper attendance record keeping.
4. For accountability and record keeping purposes all security personnel assigned will be responsible to the security company management and the school building administrator(s).

5. Security personnel assigned to the Ecorse Public Schools must meet all of the qualifications and be able to execute all of the duties, responsibilities and expectations described on the attached pages.
6. Each security employee assigned must have a clearance from the Michigan Department of State Police and the FBI.
7. All security personnel must wear an identification photo and name tag and be in uniform at all times while on duty.
8. The school district will not be liable for any fringe benefits for security personnel.

DUTIES/RESPONSIBILITIES

The Security Personnel will receive general and specific direction from the Security Company's Supervisor. The building administrators will communicate their deployment concerns to the Security Company Supervisor.

1. Shall exercise good judgment and discharge duties in a restrained manner at all times.
2. Security personnel shall avoid use of force unless absolutely necessary. Should use of force become necessary, security personnel will be expected to employ use of only that level of force needed to control the offending party.
3. Must be in good health and will be expected to maintain a state of good health throughout the duration of employment as a security person.
4. Shall possess and display acceptable personal habits and constructively serve as a positive role model for students.
5. Shall protect pupils, personnel and school property by patrolling the building and school property (playgrounds and parking lots) while on duty.
6. Shall refrain from physically abusing, playing with, or directing threatening gestures, verbal or physical, at students.
7. Shall dress neatly, in good taste, be well groomed and be in uniform.
8. Shall effectively implement all security assignments and directives as issued by the assigned supervisor, and/or building administrator.
9. Must refrain from fraternizing with students.
10. Shall follow the constraints of the law with regard to any activity related to search and seizure. Search or inspection of all lockers shall be conducted by building administrators and, where possible, witnessed by security personnel.
11. Will be expected to take those steps needed to gain and maintain the respect of the student body and school staff.
12. Will be expected to possess a basic understanding of laws pertaining to fundamental civil rights of citizens as guaranteed by appropriate laws. It is expected that such knowledge will

be reflected in the work endeavors of each security officer or aide.

13. Shall direct all visitors to the building administrator's office.
14. Shall monitor assigned corridors and lavatories, building entrances, school grounds and parking lots on an ongoing basis and, in addition check hall passes during the time school is in session. All assigned areas shall be checked on a regular and frequent basis. School grounds must be checked immediately before officers leave for the day.
15. Shall discharge all assigned fire drill, building evacuation and tornado drill duties. Additionally, security personnel will be expected to discharge all responsibilities pertaining to the development of any other emergency condition.
16. Shall develop and submit required reports in a timely manner.
17. In an emergency situation, security personnel will be expected to employ use of good judgment. The presence of an emergency situation shall be immediately reported to the building administrator's office and the assigned supervisor. Accounts of emergency situations, including names of witnesses, shall be reported in writing to the assigned supervisor or to the administrator.
18. Will be expected to develop the capacity to readily remember names, physical features and, in addition, to reconstruct details of a witnessed accident.
19. Will be expected to react to emergency situations in a calm, poised and effective manner.
20. Shall, on an ongoing basis, check all doors to make sure they are closed and locked from the outside.
21. Shall be expected to read the school bulletin on a daily basis. Security personnel will also be expected to check the school calendar for the purpose of acquiring information regarding activities planned for each day.
22. Shall check all assigned entrances immediately following the beginning of each class, and in addition, on a periodic and ongoing basis while classes are in session.
23. Shall be expected to enforce all rules and guidelines pertaining to student identification card regulations
24. Shall direct all persons who are not enrolled as students and found loitering in or around the building to leave the premises. All persons shall be verbally warned and given information regarding the City of Ecorse Loitering Ordinance.
25. Shall be ever vigilant regarding the possible development of any potentially hazardous or dangerous condition. The presence of such a condition should be immediately reported to the assigned supervisor and the building administrator's office.
26. Shall undertake and carry out all other security assignments as issued by the immediate supervisor and/or the building administrator.
27. Shall protect pupils, personnel and school property by patrolling buildings while classes and activities are being conducted.
28. Shall maintain order on school grounds and in buildings while classes and

activities are being conducted, prevent and control incidents of violence directed against school facilities, pupils, or personnel.

29. Shall remove and/or refuse admittance to unauthorized persons and direct persons on legitimate business to the school office.
30. Shall detain or identify suspects committing or attempting to commit crimes against school facilities or offenses to the persons or pupils or other school personnel.
31. Shall make immediate on-site investigations of crimes or offenses and assist police in collecting evidence, witnesses and testifying in court as may be required or requested by building administrators or the Superintendent of Schools.
32. Shall prepare reports of such crimes or offenses for building administrators and the Superintendent of Schools.
33. Shall maintain the Security Department Code of Conduct as assigned by supervisors or building administrators.
34. Shall perform related duties as assigned by supervisors or building administrator leaders.

REQUEST FOR PROPOSAL (RFP) TIMELINE

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

Issuance of Request for Proposals (RFP):	Thursday June 15, 2017
Proposer(s) Questions Due by 4:00pm:	Thursday July 6, 2017
Proposals Due by 4:00pm:	Wednesday, July 12, 2017
Board of Education anticipated consideration of Contract	N/A
Implementation of Contract	N/A

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.

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 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 (1) 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 Security Services requested hereunder shall be provided by the successful Proposer (the "Contract"). The Contract contains details relative to the Security Services for the School District, the terms and conditions under which the Security Services shall be provided by the successful Proposer, and should be reviewed carefully by each Proposer prior to submitting a Proposal.

Proposal Format

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

- A. 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.
- B. Proposers shall complete the Point-By-Point Response to RFP Requirements/Contract Specifications/Signatures.
- C. Exceptions, including explanations, to the RFP and/or the Contract.
- D. Detailed Pricing Worksheet. Ecorse Public Schools is seeking costs expressed in two (2) ways:
 1. Target
 2. Non-Target

Target

Each Proposer shall quote the overall target price for meeting the Ecorse Public School Security 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. This may be special work during emergency situation.

- E. Proposers must provide detailed evidence that they are currently providing Security Services for other K-12 school districts. This should include school districts of similar size and scope as the Ecorse Public School District.
- F. Describe any other similar public K-12 school districts in which your Firm has contracted to provide Security Services.
- G. Proposers must provide the Hourly Pay Rate Table of Contractor employees placed in the Ecorse Public Schools.
- H. Proposers must provide the Salary Pay Rate Table of Contractor employees placed in the Ecorse Public Schools.
- I. 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.
- J. Proposers must provide a worker’s compensation experience modification factor on a document from Contractor’s worker’s compensation insurer.
- K. Proposers must provide evidence of all aspects of their Security 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.
- L. 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.
- M. Proposers must complete the Familial Relationship Disclosure.
- N. Proposers shall provide documentation of sufficient financial resources which shall include the most recent audited Financial Report to provide Security Services for a School District of this size and complexity.
- O. Proposers shall meet all regulatory laws, codes, and requirements of Local, State, and Federal law that apply to Michigan public school districts and Security Services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 et seq.).
- P. Proposers shall provide documentation of sufficient financial resources which shall include the most recent audited Financial Report to provide Security Services for a School District of this size and complexity.
- Q. Proposer must describe any other resources to be provided by your Firm, not listed

above, which would result in a safe and efficient Security Services.

- R. References — Proposers must provide K-12 public school references, including contact name, address, phone number and scope of services.
- S. Proposers must submit a letter setting forth its agreement to be bound with the terms and conditions of this REP and the Contract.
- T. 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 Security Services contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Proposer's Security 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 Security 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.
- U. Proposers must complete the Compliance with School Safety Initiative Legislation Form.

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.

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.

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.

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.

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.

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.

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.

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.

EMPLOYEES

It must be understood that this RFP provides for the selection of a professional company/Firm to provide Security 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.

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.

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.

EVALUATION OF PROPOSALS

Each Proposer submitting a Proposal should understand that the nature of the School District's Security 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 Proposer has an opportunity to ask the necessary questions regarding this RFP and the Security 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:

Criteria #	Factors	Points Available
1	Cost of Services	25
2	Total Experience	35
3	Business Sustainability	5
4	School Experience	20
5	Responsiveness to Bid	10
6	Geographic Location	5
7	Additional Information	0
8	Total Available Points	100

CONTRACT DURATION AND CHARACTERISTICS

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 Security Services shall commence: July 1, 2017.

Renewal Provisions: The School District intends to award a Contract to the successful Contractor as a result of this RFP for a term of one (1) year 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.

Cost Indexing: Compensation for the Security Services described in this RFP MUST be fixed for year one (1) of the contract. As such, the School District is not responsible for any unexpected price increase.

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.

DISTRICT-CONTRACTOR COMMUNICATIONS

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

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.

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.

2.1 GENERAL CONDITIONS

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.

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 Security 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.

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 Wayne County, Michigan.

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

-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.

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.

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 Property Damage	\$10,000,000 aggregate

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.

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 Security Services in or about any School District Facility or property by Contractor or its agents or employees.

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 Security 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 Security 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.

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.

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.

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.

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.

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.

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.

BILLING/PAYMENTS

Billing: Security 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

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.

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.

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.

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.

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 Security 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.

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.

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 Security 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.

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.

HOLIDAYS

The School District is closed on, and the Contractor is not required to provide Security Services on the following holidays:

New Year's Day

Good Friday

Memorial Day

Independence

Day Labor Day

Thanksgiving Day

Friday following

Thanksgiving Christmas Day

New Year's Eve

SCHOOL SAFETY INITIATIVE LEGISLATION

The Contractor and all of its employees and agents providing Security Services for the School District shall meet 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 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 Security 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 Security 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 and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel" employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

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.

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.

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 Security 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.

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 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
- is to have full authority from the Contractor to schedule working hours, security assignments, and procedures
- shall cooperate fully with the School District administrators, and
-

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.

OPERATIONS

Operating Requirements: The Contractor shall provide all Security 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.

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

Substitute Scheduling

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

Changes in Assignments

Security Guards 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.

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.

Ecorse Public Schools Philosophy: It is the Ecorse Public Schools intent to provide high-quality Security services 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 security 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 Security 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.

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 Security Services contemplated in this Contract, including, but not limited to:

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.

Drug Use Prevention:

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 begins work. Such tests shall be administered to:

- All permanent, temporary, or substitute employees before the employee

- 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.

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 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 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.

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.

SECURITY TRAINING REQUIREMENTS

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 employees 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:

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.

Employee Training Participation: At no cost to the Ecorse Public Schools, the Contractor shall make all employees 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 suggestions and their evaluations of policies and practices and other Ecorse Public Schools concerns.

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.

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.

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:

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.

Personnel Records

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

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.

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 staff assigned to the facility
3. Emergency and safety procedures
4. List of equipment maintained in the facility
5. Maintenance and use manuals for all equipment in the facility
6. List of all staff assigned to each school (for contact purposes)
7. Standard procedures

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 employee, 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.

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.

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.

ECORSE PUBLIC SCHOOLS RIGHTS AND RESPONSIBILITIES

Discipline: The Contractor shall report to the Ecorse Public Schools any incidents of misconduct of the staff member and any corrective action taken. Every staff member 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.

Authority to Approve, to reject, and to Require Removal of Security Guards 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 Security Guards who may be providing Security 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 employees, whether permanent, substitute or temporary.

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 Security 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 Security 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.

Non-inspection: Failure to complete any required inspections, as specified in the "Quality Control/Inspections" 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.

Unfilled Employee Absences: Whenever any Security Guards 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.

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

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.

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 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

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:

- Congregate or have food/drink in unauthorized areas
- Disturb papers on desks, open drawers or cabinets, use or tamper with personal property owned by the School District employees
- Leave security products and/or equipment unattended
- 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.

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.

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 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.

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 Contractors 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.

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.

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 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: _____

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)

Security Services Contract

ECORSE PUBLIC SCHOOLS

**SECURITY SERVICES
PROVIDER BID FORM**

\$ _____ COST PER HOUR PER SECURITY GUARD

\$ _____ COST PER HOUR PER MANAGER

COMPANY _____

ADDRESS _____

SIGNATURE _____

TITLE _____

PHONE NO. Area Code (____) _____

DATE _____

ECORSE PUBLIC SCHOOLS

**SECURITY SERVICES
PROVIDER BIDDER'S QUALIFICATION QUESTIONNAIRE**

All questions must be answered clearly and in a comprehensive manner. Any bidder failing to answer all questions may be rejected on these grounds. It is understood that by submitting a signed bid, the bidder is certifying the correctness of all statements and is hereby under oath. If necessary, the bidder may use additional sheets to answer these questions (when complete, any additional sheets that are used must be attached to the Qualification Statement). The bidder may submit any additional information he/she desires.

1. Name of Bidder: _____

2. Permanent Main Office Address:

3. When (name of bidder) organized:

4. If a corporation, where (name of bidder) incorporated?

5. How many years have you been operating under the (name of bidder) name?

6. What other names has/are the principals of (bidder) operated (in) under that was/is associated with (name of bidder) bidder?

7. Have the principals of (bidder) filed for Chapter 11 or Chapter 13 for protection of (name of bidder) or for any other company?

8. Have you (bidder and other entities identified in question 6 answers) ever failed to complete any work awarded to you? If yes, where, why?

9. Have you (bidder and other entities identified in question 6 answers) ever defaulted on a contract awarded to you? If yes, where, why?

10. List major additional services and/or tools available for this contract.

11. List your experience in work similar to this project. These references must include: names, addresses, and phone numbers of the Owners for whom projects were performed (at least three public schools in Metropolitan Detroit).

ECORSE PUBLIC SCHOOLS - VENDOR FORM

Please fill out this form with the information requested below and return it with your bid. All information is held strictly confidential.

1. Full name of company: _____

2. Full address, telephone, fax: _____

3. Nearest representative to Ecorse: _____

4. Representative's full address and telephone: _____

5. Name of sales manager and telephone: _____

6. Name of President and telephone: _____

7. Business Organization:

Individual: _____
Corporation: _____
Years in operation: _____

Partnership: _____
Subsidiary of: _____
Organized Under the Laws of
_____ (State)

8. Minority Business: YES NO

9. Number of employees: _____

10. _____ Customer References (Name,
Address, Telephone)

a. _____

b. _____

c. _____

d. _____
